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7 **STATE OF NEVADA**

8 **GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD**

9 MICHAEL ENGLISH,
10 Complainant,

Case No.: 2026-012

11 v.

**CLARK COUNTY EDUCATION
ASSOCIATION'S MOTION TO DISMISS**

12
13 CLARK COUNTY EDUCATION
14 ASSOCIATION; CLARK COUNTY
15 SCHOOL DISTRICT,
16 Respondents

17 Respondent Clark County Education Association ("CCEA"), by and through its counsel
18 of record, files the following Motion to Dismiss Complainant Michael English's ("Complainant"
19 or "English") Complaint. This Motion is based upon papers and pleadings on file herein, the
20 attached Memorandum of Points and Authorities, and any oral argument permitted.
21

22 **I. INTRODUCTION**

23 There is no justiciable issue for this Board's consideration in Mr. English's Complaint.
24 Complainant can proffer no evidence that CCEA breached its duty of fair representation
25 ("DFR"). He is merely attempting to obtain from this Board a more favorable bargain that runs
26 contrary to what was negotiated between CCEA and CCSD. He cannot refute that CCEA
27 declined to process his grievance to arbitration based on a rational, good faith belief in his case
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1 lacking merit, so he attempts to hitch his wagon to complaints surrounding the Member Rights
2 Committee ("MRC") hearing. However, his contentions surrounding the MRC meeting are
3 untrue and concern internal union matters for which this Board has repeatedly held it lacks
4 jurisdiction over. In his Complaint, he expresses his displeasure at there being no "MOU"
5 pertaining to Assembly Bill 398 ("AB 398"), but there does not need to be one for there to exist a
6 valid agreement between the employer and bargaining agent. This Board is well aware that the
7 DFR is interpreted narrowly to allow a union the discretion to act in the best interests of its
8 employees. *Crom v. Las Vegas Clark County Library District and Teamsters Local 14*, Item No.
9 752E, EMRB Case No. A1-046004 at 5 (2013). This Board has also long held that a union which
10 in good faith declines to process a grievance based on it lacking merit does not violate its DFR.
11 *Asch v. Clark County Sch. Dist. et. al.*, Item #314, EMRB Case No. A1-045541 at 3 (1993). In
12 light of Complainant alleging matters that either concern purely internal union matters or simply
13 do not allege arbitrary, discriminatory, or bad faith conduct, this Board should dismiss this
14 Complaint with prejudice.

15 II. STATEMENT OF FACTS

16 A. The 2025 Legislative Session and Assembly Bill 398

17 One of CCEA's 2025 legislative priorities was to obtain increased funding from the state
18 to incentivize employees to work in the hardest to fill vacant positions at CCSD, which
19 historically have been classroom teaching positions at specific Title I schools. See Affidavit of
20 John Vellardita, attached hereto as Exhibit A. Unfortunately, funding for education during the
21 2025 Session was marred by a downturn in revenue for the state. *Id.* Historically, funding from
22 the Legislature for education has been dependent on statewide revenue. *Id.* With this existing
23 economic and political framework, CCEA recognized the need to take a more narrowly-tailored
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1 approach to which classes of employees would be eligible for funding this time around if it were
2 to obtain any additional funding for its teachers. Exhibit A. CCEA, primarily its Executive
3 Director, John Vellardita ("Vellardita"), was involved in discussions with state leadership,
4 including the Speaker of the State Assembly, Senate Majority Leader, and Governor, as to the
5 contents of an education funding bill and parameters for employee eligibility. *Id.* After extensive
6 discussions, the end product was AB 398, for which CCEA was heavily involved in its drafting.
7 *Id.* Based on CCEA's discussions with the Governor and Legislative leadership, there was an
8 agreement that the Bill's funding was earmarked specifically for teachers who worked in what
9 the Bill defines as a "hard-to-fill position." *Id.*; See also Text of Assembly Bill 398, attached
10 hereto as Exhibit B. AB 398 indicates that the Nevada Department of Education ("NDE") "shall
11 award money to school districts to provide compensation, in addition to their base pay, for *hard-*
12 *to-fill positions* in the public schools of this State." *Id.* at page 2. Section 2 further defines a
13 "hard-to-fill position" as:

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

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

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

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

23 (2) A teacher position or other position staffed by a person licensed pursuant to chapter
24 391 of NRS:

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

26 (II) Whose duties include actively teaching pupils during a class period, for the
27 majority of class periods during the school day, in English language arts, mathematics,
28 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.

Id. at 3. If the employee did not meet all these requirements, the understanding from all parties
was that an employee would not be entitled to the compensation. Exhibit A.

1 **B. Negotiations for Article 26-19 of the Current CBA.**

2 For a school district to receive AB 398 funding, it is required to report to both the NDE
3 and the Nevada Legislature's Interim Finance Committee ("IFC") the total number of hard-to-fill
4 positions in public schools that would meet the above parameters set by the Bill. Exhibit B. Prior
5 to the dispersal of AB 398 funds to districts, Mr. Vellardita held discussions with NDE officials
6 pertaining to the intent of the Bill and which type of educators would qualify for the funding.
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8 Exhibit A. Based on these conversations, CCEA understood that entering into negotiations for
9 the 2025-2027 CBA, relevant provisions attached hereto as Exhibit C, that employees who were
10 centrally assigned by CCSD on an itinerant basis would not qualify for the funding because they
11 are not "the teacher of record assigned to a classroom of pupils," and do not work *at* a Title I
12 school as required by AB 398.¹ Exhibts A-B. CCSD used no centrally-assigned employees in
13 their report to the IFC of how many vacant positions it needed funding for. Exhibit A.
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15 AB 398 provides that "Money awarded to a school district pursuant to subsection 1 is
16 subject to collective bargaining, **but may only be used to provide additional compensation for**
17 **hard-to-fill positions in public schools.**" Exhibit B. So, CCEA and CCSD during negotiations
18 sought to bargain for a provision in the CBA that would set the amount of compensation for
19 qualified employees in these hard-to-fill positions, along with the reaching of an agreement as to
20 which District positions would qualify for this compensation under AB 398. Exhibit A. The
21 product of these arms-length negotiations was Article 26-19 of the CBA. Exhibit C. Article 26-
22 19-1 provides that "**contingent upon funding from AB 398,**" classroom teachers will receive
23 additional compensation of \$5,000 if they are *assigned to a specific school site* that meets the
24 vacancy threshold enumerated by AB 398. *Id.* Article 26-19-2 further provides that "To receive
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28 ¹ Centrally assigned, itinerant employees can perform services at Title I schools, but their assignment is to the CCSD Central Office, not to a *specific* Title I school site.

1 this additional compensation, a licensed employee who works at a Title I school that meets the
2 vacancy threshold pursuant to Article 26-19-1 must be a classroom teacher or spend a majority
3 of their assigned duties teaching students in a classroom.” Exhibit C. During negotiations for the
4 CBA, CCEA and CCSD agreed that they would work out which positions would qualify for the
5 compensation as “hard-to-fill positions,” based on the parties’ understanding of the intent of AB
6 398. Exhibit A. This very agreement was made at the beginning of the 2025-2026 school year,
7 and both CCEA and CCSD agreed that employees assigned by CCSD on a central and itinerant
8 basis were not considered to be “teachers of record” under the definition of the Bill. *Id.* Since
9 such employees are not “teachers of record,” their positions are not “hard-to-fill” as outlined by
10 the Bill, and accordingly do not qualify. *Id.*; Exhibit B.

13 **C. Complainant Michael English.**

14 Complainant is employed by CCSD as a centrally assigned Adaptive Physical Education
15 (“APE”) employee, providing auxiliary services across the District. On March 3, 2026,
16 Complainant reached out to CCEA asking who he needs to contact to file a grievance, stating
17 that he believes he is qualified to receive the extra compensation under Article 26-19 because the
18 contract states he does not have to be a “self-contained” teacher to receive the funding. *See*,
19 Emails Between CCEA and Michael English, attached hereto as Exhibit D. CCEA Chief of Staff
20 Alexandria Shelton (“Shelton”) responded to him later that day, explaining that the “Legislature
21 defined the criteria for eligibility” for this extra compensation. *Id.* In this same email, she attached
22 the text of AB 398, highlighting the definition of a “hard-to-fill position,” and the requirement
23 within AB 398 that to be considered as being employed in a “hard-to-fill position,” you must be
24 “the teacher of record assigned to a classroom of pupils.” *Id.* Ms. Shelton continued to explain to
25 Complainant that CCEA believes he was correctly determined as not being employed in a “hard-
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1 to-fill position” for which AB 398 provides funding exclusively for, but that he can still file an
2 Independent Grievance if he still disagrees by contacting CCSD’s Employee Management
3 Relations (“EMR”), for which she provided their phone number and detailed a run down of the
4 grievance process. Exhibit D. Ms. Shelton indicated that she believed CCSD would deny
5 Complainant’s grievance, because his lack of qualifications for the extra compensation was
6 based on AB 398’s requirements. *Id.* Complainant continued to argue with Ms. Shelton, claiming
7 that he has not been told why CCEA agrees with CCSD’s determination. *Id.* Ms. Shelton pointed
8 out that she did tell him; because according to the parameters of AB 398, he is not considered to
9 be a teacher of record for which the compensation pursuant to Article 26-19 is earmarked. *Id.*

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11 On April 16, 2026, Complainant in the same email chain claimed that he was told by
12 CCSD to file a grievance, and requested that CCEA file it based on his belief that centrally
13 assigned employees are entitled to the extra compensation. *Id.* Complainant proceeded to send
14 another email hours later requesting a copy of the CBA, “The AB 398 Memorandum of
15 Understanding (MOU) signed by CCEA and CCSD for the 2025-2026 school year,” and the
16 timeline for filing the grievance. *Id.* Ms. Shelton responded the same day, distributing a link to
17 the CCEA website for which the full text of the CBA, including Article 26-19, can be found. *Id.*
18 She indicated that there is no “MOU” pertaining to AB 398, and explained to him that any
19 grievance would be due within 30 days of the date he first knew of the issue according to the
20 CBA’s grievance procedures. *Id.* Complainant the same day repeated his purported qualifications
21 to receive the extra compensation, that he is a special education teacher, is assigned to
22 exclusively Title I schools, and spends “the majority of his duties in direct instruction with
23 students,” despite CCSD, as acknowledged by Mr. English, having expressed to him the same
24 bargained-for intent that as an itinerant, centrally-assigned employee, he does not qualify for the
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1 extra compensation. Exhibit D. Complainant proceeded to ask if CCEA would represent him in a
2 "Step One grievance" by the end of business the subsequent day. *Id.* On April 17, 2026, Ms.
3 Shelton indicated to Complainant again that CCEA would not proceed with a grievance
4 challenging what the Association considered to be a correct and bargained-for decision, because
5 he was centrally assigned by the District and thus not assigned to a *specific* Title I school site. *Id.*
6 She again provided Complainant with the CCSD number for him to call so that he may file his
7 independent grievance. *Id.* Complainant indeed filed an independent grievance with CCSD on
8 April 17, 2026. *See*, Independent Grievance, attached hereto as Exhibit E. After Complainant
9 filed his grievance, he emailed Mr. Vellardita on April 20, 2026, not asking for investigation or
10 assistance, but to "ensure you are aware of a significant liability issue regarding the AB 398
11 differentials." *Id.* Complainant for the first time claimed that "I have documented proof that the
12 District is granting the \$5,000 differential to some itinerant Special Education teachers in my
13 exact department, while denying it to others in the same department (myself) based solely on
14 administrative payroll codes." *Id.* He attached no proof in his email, nor did he provide the
15 names of any centrally assigned, itinerant employees who received the compensation. He
16 proceeded to threaten that he is "prepared to escalate this to the EMRB and civil court." *Id.*

17 Complainant attended the Step II hearing for his grievance on April 21, 2026. *See*,
18 CCSD's Step II Grievance Decision Letter, attached hereto as Exhibit F. The hearing was
19 recorded, with Complainant making his argument. *Id.* During the hearing, Complainant named
20 one APE teacher who received the funding. *Id.* Upon further investigation, this employee
21 received the compensation, but they were school-based, and so was a teacher of record under AB
22 398, while Complainant is a centrally assigned, itinerant employee. *See*, Comparative Employee
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1 Information, attached hereto as Exhibit G.² CCSD informed Complainant on April 29, 2026 that
2 his grievance was denied. Exhibit F. Later that night, Complainant emailed Mr. Vellardita,
3 accusing the Association of refusing to process his grievance. Exhibit D. He again threatened to
4 file a complaint before this Board, stating "Please confirm in writing if this is the Union's final
5 position, as I am now preparing a Prohibited Practice Complaint with the EMRB." *Id.*
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7 Complainant emailed Mr. Vellardita again on May 11, 2026, requesting for his
8 independent grievance to go before the MRC "to ensure that I have fully exhausted all internal
9 administrative remedies." *Id.* He imposed a deadline of May 15, 2026 for CCEA to provide him
10 with an MRC meeting date, or else he would name CCEA as a respondent in this Complaint. *Id.*
11 The MRC is an educator-led committee tasked with determining whether grievances filed by
12 either CCEA or bargaining unit employees will proceed to arbitration based on the merits. *See,*
13 Relevant Provisions of CCEA's Bylaws and Policies, attached hereto as Exhibit H. When a
14 grievance is heard by the MRC, the grievant can make a presentation explaining why they
15 believe their case should proceed to arbitration. *Id.* An assigned CCEA staff member must
16 compile a staff recommendation report to the Committee outlining the pertinent facts of the
17 grievance, and based on their assessment of the merits of the case, their belief of whether the
18 case should proceed to arbitration. *Id.* Such staff recommendations are not binding, and can be,
19 and indeed have been for many grievances, not followed by the MRC, including instances where
20 the assigned staff member recommended that the case did not proceed to arbitration. *See,*
21 Affidavit of Antoinette Wise-White, attached hereto as Exhibit I. The MRC meets on a monthly
22 basis to hear employee grievances, and all of its meetings for the past two years were planned
23 and scheduled in advance. *See,* MRC Meeting Schedule, attached hereto as Exhibit J. At the time
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28 ² The name of this employee has been redacted to preserve privacy.

1 of Complainant's May 11 email, the Committee members already received all materials for the
2 grievances scheduled for hearings at the final meeting of the school year on May 14, 2026.
3 Exhibit I. Nonetheless, rather than make Complainant wait to present his grievance until the next
4 scheduled meeting on August 20, 2026, CCEA immediately moved on May 12, 2026 to schedule
5 a special MRC meeting just to hear Mr. English's grievance. *See*, Emails with the CCEA
6 Member Rights Committee, attached hereto as Exhibit K. This special MRC meeting was
7 scheduled for May 21, 2026. *Id.*

9 Before the meeting, CCEA General Counsel Dante Dabaghian ("Dabaghian") emailed
10 Complainant on May 18, 2026, attaching a copy of CCEA's MRC policies. Exhibit D. Mr.
11 Dabaghian informed Complainant of his right to attend the meeting and present his grievance. *Id.*
12 Complainant requested to be present for the staff presentation so that he could hear counters to
13 his arguments for why he is not entitled to the extra compensation and asked what the procedures
14 were if he wanted to bring witnesses to the meeting. *Id.* On May 19, 2026, Mr. Dabaghian
15 indicated that Complainant can be present for the staff presentation, and that it would be him
16 making it. *Id.* While MRC Policy Section 3(E) provides that the grievant "may be present during
17 the staff presentation," it is silent on the order of presentation. Exhibit H. Therefore, the MRC's
18 practice is to allow for the grievant to present their case first, and then for the CCEA staff
19 member to make their presentation, so that the employee is not kept waiting to present. Exhibit I.
20 However, since Complainant indicated that he wanted to present first, Mr. Dabaghian obliged
21 and agreed that the staff presentation would occur first. Exhibit D.

23 The MRC Policies allow for grievants to bring up to three "witnesses" for their
24 presentations. Exhibit H. The practice is to only allow individuals who either personally
25 observed the facts giving rise to the grievance, or those who are relevant to the grievance, to
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1 serve as witnesses to make the best use of both the Committee and the grievant's time, and to
2 avoid the risk of irrelevant evidence being proffered that could confuse the issues for the
3 Committee members. Exhibit I. MRC meetings are also internal CCEA meetings, where
4 oftentimes sensitive information is presented, so the Committee has traditionally been hesitant to
5 allow individuals who are not members of CCEA's bargaining unit, not to mention those who are
6 not even employed at CCSD, into these proceedings absent a compelling justification of them
7 bearing witness to the facts of the case forming the grievance. *Id.* CCEA staff are responsible for
8 coordinating the logistics of MRC meetings, and this includes working with the grievant on
9 which witnesses may be present at the meeting. *Id.*

11 Mr. Dabaghian elaborated on the MRC's rules and practices surrounding witnesses in this
12 same message, explaining that any witness he elected to bring into the meeting should be
13 someone with "personal knowledge of the subject matter forming the basis of your grievance so
14 that your time and the committee's is spent efficiently." Exhibit D. Complainant then attempted
15 to proffer Annette Owens ("Owens") and Anna Binder ("Binder") as witnesses. *Id.* Neither of
16 these individuals witnessed the drafting of AB 398, the negotiations between CCEA and CCSD
17 pertaining to which employees qualify as being eligible for compensation under Article 26-19, or
18 the circumstances surrounding Complainant's denial of the compensation. Exhibit I. Owens had
19 not been employed at CCSD since 2018, and Binder was never employed in CCEA's bargaining
20 unit. *Id.* Accordingly, Mr. Dabaghian on May 20, 2026 informed Complainant that due to these
21 individuals' lack of relevance, they cannot attend the meeting as his "witnesses." Exhibit D.
22 After Complainant insisted that Owens and Binder attend, Mr. Dabaghian reaffirmed this
23 position. *Id.* Complainant then claimed that it was his absolute right to have any individual of his
24 choosing serve as a "witness." *Id.* Complainant stated that "These individuals are attending
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1 strictly as silent administrative observers to take notes and document the record and would be
2 “sitting completely silent in a virtual room.” Exhibit D. In light of this seemingly contradictory
3 rationale, Mr. Dabaghian doubted the motives for which Complainant would attempt for these
4 individuals to attend the meeting, and held firm on these individuals not attending, while also
5 inviting Mr. English to proffer other individuals who perceived the facts giving rise to his
6 grievance. *Id.*; Exhibit I.

8 The MRC held its specially scheduled meeting on May 21, 2026 to decide on whether
9 Complainant’s grievance would proceed to arbitration. Comp. at p. 4, paragraph 12(C). Of the
10 Committee’s six members, 5 of them attended. *See*, May 21, 2026 CCEA Member Rights
11 Committee Meeting Minutes, attached hereto as Exhibit L. After MRC Chair and CCSD
12 educator Antoinette Wise-White (“Wise-White”) called the meeting to order, Complainant
13 entered the meeting. Exhibit I. Some of the Committee members had their cameras off, some had
14 them on. *Id.* The MRC Policies do not detail if cameras need to be on, so whether or not a
15 Committee member wants to have their camera turned on or off has traditionally been left to the
16 personal preferences of the individual member, and this particular meeting was no different. *Id.*
17 Ms. Wise-White explained to him the purpose of the MRC, and described how the hearing would
18 proceed. *Id.* Complainant, despite Mr. Dabaghian’s explanations to him, questioned why the
19 individuals he proffered as witnesses were not let into the meeting. *Id.* Mr. Dabaghian reiterated
20 that they could not attend the meeting, for the same reasons outlined in his email. *Id.* Ms. Wise-
21 White and the rest of the MRC concurred, and the hearing commenced. *Id.*

22 Mr. Dabaghian proceeded first with a presentation outlining his recommendation for Mr.
23 English’s grievance to not proceed to arbitration based on his assessment of the case’s merits,
24 attached hereto as Exhibit M. Mr. Dabaghian argued to the MRC, in the presence of
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1 Complainant, that eligibility for the extra compensation under Article 26-19 is determined by the
2 parameters set by AB 398, and the parties to the CBA agreed upon which positions would be
3 considered “hard-to-fill positions” under AB 398. Exhibit M. The parties agreed that centrally-
4 assigned, itinerant employees such as Complainant were not “teachers of record” under the
5 definition of AB 398, and so he does not qualify for this payment. *Id.* Mr. Dabaghian emphasized
6 the language of Article 26-19-1, which necessitates that compensation under this provision is
7 “contingent upon funding from AB 398.” *Id.*; Exhibit C. Mr. Dabaghian informed the Committee,
8 that in his opinion, the grievance should not be arbitrated because CCEA would be unlikely to
9 persuade an arbitrator that there was a violation of the CBA, where the parties made the above
10 agreement. Exhibit M.
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13 Complainant, after being in attendance for Mr. Dabaghian’s presentation, then gave his
14 presentation to the MRC. Exhibit I. Upon conclusion of Complainant’s presentation, multiple
15 questions were asked of him by the Committee, including his duties as a centrally assigned APE
16 teacher, the Title I status of the school sites he services, and the differences between the APE
17 teacher who received the compensation as opposed to himself, where Complainant
18 acknowledged that this employee was school-based, while he was centrally assigned. *Id.* After
19 the Committee members had finished asking questions of Complainant, he asked where the term
20 “teacher of record” originated from. *Id.* Mr. Dabaghian proceeded to screen-share his staff
21 recommendation, which outlined the definition under AB 398 of a “hard-to-fill position,” which
22 requires that the employee must be a “teacher of record assigned to a classroom of pupils” to
23 receive the compensation, and walked him through each requirement to receive funding as an
24 educator under the Bill. *Id.* Complainant remarked that the term was not found in the contract,
25 but Mr. Dabaghian responded by citing Article 26-19-1, which again states that compensation
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1 under this provision is contingent upon funding from AB 398. Exhibit C. After Ms. Wise-White
2 informed him that the Committee would now deliberate on the merits of his grievance, and that a
3 decision would be communicated to him the next day, Complainant then left the meeting for the
4 MRC to deliberate on his case. Exhibit I. At no point during the meeting did Complainant object
5 to Committee members' cameras being turned off, the questions asked of him, or the way the
6 meeting was conducted. *Id.* After deliberations of his case, the MRC voted unanimously for
7 Complainant's grievance not proceed to arbitration. *Id.*; Exhibit L.

9 On May 22, 2026, Mr. Dabaghian notified Complainant that the Committee determined
10 his case should not proceed to arbitration. Exhibit D. Complainant the same day notified CCEA
11 that he wished to appeal the MRC's denial to the CCEA Executive Board. *Id.* Mr. Dabaghian the
12 same day wrote to Complainant over email that the Executive Board received his appeal. *Id.*
13 CCEA is a teachers union, and thus many teachers, including members of the Executive Board,
14 are unavailable during the summer. Exhibit A. All of the Executive Board's meetings for the
15 2025-2026 school year were already held, and at the time, future board meetings needed to be
16 scheduled in consultation between the President and the rest of the Board. *Id.* Accordingly, Mr.
17 Dabaghian went on to state that "At this point in time, there is no Board meeting scheduled, but
18 **you will be informed of the next meeting date and of any available time slots.**" Exhibit D.
19 Complainant responded by writing "Given the strict statutory timelines associated with contract
20 grievances and external labor board filings, please confirm by the end of next week if a special
21 session will be called to hear outstanding member appeals before the end of the school fiscal
22 year." *Id.* The CCEA Bylaws do not require, nor does CCEA have a practice of convening, a
23 "special session" "to hear outstanding member appeals before the end of the school fiscal year."
24 Exhibit A. Currently, the next CCEA Executive Board meeting is scheduled for August 8, 2026.
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1 Exhibit A. Despite CCEA working to schedule a meeting for Complainant to present his appeal,
2 and Mr. Dabaghian promising to inform him of the next meeting date for him to present, Mr.
3 English filed the Complaint at issue, for which CCEA received a mailed copy on June 23, 2026.
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5 **III. MEMORANDUM OF POINTS AND AUTHORITIES**

6 NAC 288.375(1) and (5) dictate that the Board may dismiss a Complaint if: “no probable
7 cause exists for the complaint;” or the complaint is “spurious or frivolous” or presents “only
8 issues that have been previously decided by the Board.”

9 **A. Complainant Alleges Purely Internal Union Matters.**

10 Mr. English alleges in his Complaint that CCEA “conducted a procedurally deficient
11 hearing on 5/21/2026,” that it was a “sham hearing” characterized by an “unlawful denial of
12 witnesses,” supposed staff domination of the meeting, and that he was “provided no verification,
13 visual or audio, that the voting members of the committee were physically present, paying
14 attention, or participating in any capacity.” Comp. at 4-5, para. 12(C)(i-iii). All of these
15 accusations, while false, constitute internal union matters for which this Board lacks jurisdiction.
16 This Board has acknowledged that “There is no provision in Chapter 288 which indicate that we
17 possess the jurisdiction to rule upon the internal functioning of a local government employee
18 organization” *Triner, et. al. v. American Federation of Teachers Local 2170*, Item No. 41,
19 EMRB Case No. A1-045289 at 1 (1975). “Challenging a union's internal procedures is enough to
20 dismiss the complaint.” *Shimose v. Int’l. Longshore & Warehouse Union, Local 142*, 2023 U.S.
21 Dist. LEXIS 56155 at 9-10 (D. Haw. 2023). The NLRB has also held that “unions are free to
22 maintain and enforce their internal regulations, so long as those regulations do not affect a
23 member's employment status or ‘invade or frustrate an overriding policy of the labor laws.” *Int’l.*
24 *Alliance of Theatrical Stage Emples.*, 364 NLRB 1271, 1274 (2016). The DFR pertains
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1 exclusively to the “union’s *dealings with an employer* in the union’s representative capacity.”
2 *Int’l. Alliance of Theatrical Stage Empls.*, 2019 NLRB LEXIS 357 at 22. To prove that a union
3 violated its DFR, it must be shown that “the union’s action or inaction pertained to a
4 representation function, which means some kind of dealing with the employees’ employer.” *Id.* at
5 31. The union’s internal processing of grievances is not an exception. *Int’l. Bhd. of Teamsters*,
6 2020 NLRB LEXIS 529. In fact, “A union has a legitimate interest in maintaining control over
7 the grievance process.” *United Steelworkers*, 336 NLRB 52, 54 (2001).

9 In cases where the union’s internal grievance processing decisions are not arbitrary,
10 discriminatory, or made in bad faith, there is no violation of the DFR, as demonstrated by
11 *Teamsters*. In *Teamsters*, the complainant filed grievances demanding pay for excessive
12 overtime. *Teamsters*, 2020 NLRB LEXIS 529 at 8-9. Frustrated by the lack of progress the union
13 made with his grievance, the complainant texted the president a screenshot of the NLRB’s
14 website, and the president, acting upon the advice of counsel, ceased contacting the employee so
15 as to not give off the impression of retaliation. *Id.* at 10. The union held a hearing for the
16 employee’s grievance, but did not invite him to attend. *Id.* The Board declined to scrutinize the
17 internal grievance processing mechanisms of the union, holding that “It is this type of internal
18 union decisions that the Board and the Supreme Court have historically protected.” *Id.* at 20.
19 Indeed, the Board continued that the appropriate forum for the complainant to express his
20 displeasure with the grievance process was through internal union procedures, including the
21 elections process. *Id.* at 21.

22 But where the union makes an ostensibly internal decision for personal reasons that
23 confer an unjust benefit on one employee and adversely impacts the employment of another, the
24 DFR triggers. In *Building Material*, the union’s business agent appointed his son-in-law to be a
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1 steward. 229 NLRB 347, 348 (1977). Pursuant to the CBA, stewards were guaranteed
2 superseniority for layoff purposes, and so the son-in-law now enjoyed seniority over other
3 employees, including the complainant, directly leading to his layoff. *Id.* The Board held this to
4 be a violation of the union's DFR, as this was an arbitrary decision to personally benefit a family
5 member, posing a direct bearing on the complainant's relationship with the employer. *Id.* at 351.
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7 Here, the MRC hearing is an internal process that concerns interactions between the
8 employee and union. The gripes he mentions in his Complaint, even if somehow true, do not
9 concern representational functions. If Complainant has issues with the way MRC meetings are
10 ran, he possesses multiple internal processes that are afforded to him as a CCEA member.
11 Complainant could vote for different leadership, or support changes to the MRC Policies.
12 Complainant's disputes over the way the MRC meeting was conducted do not frustrate any
13 policy articulated by NRS 288. The MRC's practice concerning only the admission of
14 individuals who are relevant to the grievant's case as witnesses serves many legitimate purposes,
15 one of which being to make the best use of both the Committee's time and the grievant's by
16 making sure that proceedings are not clogged with irrelevant information. Exhibit I. Further,
17 CCEA is going to be hesitant to admit individuals who are not a part of the bargaining unit to sit
18 in on an internal union meeting where sensitive information is discussed. *Id.* Mr. English notably
19 indicates in his Complaint that Owens and Binder were "vital witnesses." Comp. at 5. Yet,
20 Complainant's May 21 email to Mr. Dabaghian indicating that Owens and Binder "are attending
21 strictly as silent administrative observers to take notes and document the record" and will be
22 "sitting completely silent in a virtual room" raises serious doubts to his contentions that they
23 were "vital witnesses." Exhibit D. If they were just attending as "silent administrative
24 observers," what could they have done to affect the MRC's decision? None of these internal
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1 complaints concerning the conduct of the MRC meeting outweigh CCEA's legitimate interests in
2 preserving the integrity of its grievance process. Unlike the union in *Building Material*, where
3 union officials conferred a benefit to one employee for personal reasons at the expense of
4 another, to the point where the impacted employee lost his job in a layoff, CCEA did not use the
5 MRC to deprive Complainant of employment at CCEA. This Board has no jurisdiction to make
6 decisions on the validity of CCEA's procedures concerning the admission of individuals into the
7 MRC meeting, how involved staff should be with the meetings, whether Committee members'
8 cameras should be on during the presentations, or how much the Committee members should
9 say. Thus, it should dismiss any allegations surrounding internal union matters.
10

11 **B. CCEA Did Not Violate Its Duty of Fair Representation to Complainant.**
12

13 Where any allegations covered in Mr. English's Complaint do not concern internal union
14 matters, he possesses no evidence that CCEA in its representation of him violated its DFR. A
15 union has a duty under NRS 288 to fairly represent employees in the bargaining unit. *Vos v. City*
16 *of Las Vegas and Las Vegas Peace Officers Ass'n*, Item No. 749, EMRB Case No. A1-046000
17 at 10 (2014); citing *Rosequist v. International Ass'n of Firefighters Local 1908*, 49 P.3d 651
18 (Nev. 2002). Countless times, however, the Board has held that "a breach of an employee
19 organization's statutory duty of fair representation to members of the bargaining unit occurs only
20 when the union's conduct toward said members is arbitrary, discriminatory, or in bad faith."
21 *Asch*, EMRB No. 314 at 3 (1993); citing *Vaca v. Sipes*, 386 U.S. 171, 191 (1967). A union's
22 DFR is construed narrowly to allow it the discretion to act in what it perceives to be the best
23 interests of who it represents. *Crom*, EMRB #752E at 5.
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26 **1. CCEA did not act in a manner that was arbitrary.**

27 **i. CCEA made a valid, rational agreement with CCSD.**
28

1 A union's actions are arbitrary "only if its conduct can be fairly characterized as so far
2 outside a 'wide range of reasonableness that it is wholly 'irrational' or 'arbitrary'" or is otherwise
3 "without a rational basis or explanation." *Vos*, EMRB No. 749 at 10 (2014); citing *Marquez v.*
4 *Screenactors Guild, Inc.*, 525 U.S. 33, 45 (1998).

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6 The rationality of a union's decision must be analyzed "in light of both the facts and the
7 legal climate that confronts the negotiators at the time the decision was made." *Airline Pilots*
8 *Ass'n v. O'Neill*, 499 U.S. 65, 78 (1991). This narrow construction of the duty also applies to
9 unions through its bargaining of agreements with the employer. *Lamberti v. Int'l. Bhd. of*
10 *Teamsters*, 2003 U.S. Dist. LEXIS 2770 at 8 (N.D. Cal. 2003); citing *Bautista v. Pan American*
11 *World Airlines*, 828 F.2d 546, 549 (9th Cir. 1987). This Board has repeatedly recognized that
12 "collective bargaining is an ongoing process and involves day-to-day adjustment in the contract
13 and in the working rules." *Richards v. Police Managers and Supervisors Ass'n.*, Item No. 788,
14 EMRB Case No. A1-046094 at 2 (2013); citing *Las Vegas Police Protective Ass'n. v. City of Las*
15 *Vegas*, Case No. A1-045461, Item No. 248 (1990).

16
17 The DFR does not require the union to spell out every single agreement that it has made
18 and/or shared with the employer. *Marquez*, 525 U.S. 33. In fact, to require the union to do so
19 would mean that "Contracts would become massive and unwieldy treatises, yet there would be
20 no discernible benefit from the increased mass." *Id.* at 47. Relatedly, it would be absurd to limit
21 the agreements between the union and the employer to solely what is written down in the CBA,
22 as Complainant argues in his Complaint by emphasizing that there is no MOU between CCEA
23 and CCSD pertaining to which positions are qualified for extra compensation. Comp. at 4-5;
24 para. 12(B)-13. *Inlandboatmens Union of Pac. v. Dutra Group*, 279 F.3d 1075, 1079 (9th Cir.
25 2002) ("A collective bargaining agreement is not limited solely to the specific provisions of the
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1 basic labor contract formally executed by the parties, but it may also include, among other
2 things, written side agreements, and *oral understandings* entered into by the parties to the
3 collective bargaining relationship”); *United Steelworkers v. Warrior & Gulf Navigation Co.*, 363
4 U.S. 574, 579 (1960). The Supreme Court declared in *United Steelworkers* that the nature of
5 collective bargaining and the ever-evolving relationship between employers and their bargaining
6 representatives necessitate the reaching of agreements outside the confines of the CBA. *Id.* at
7 579-580. So, the need to preserve orderly labor relations, a strong policy interest that courts and
8 labor boards have long articulated, indeed necessitates the reaching of agreements outside the
9 language of the CBA, oftentimes orally. *Inlandboatmens Union of Pac.*, 279 F.3d at 1075.

11
12 This Board has repeatedly declined to interfere with the means and methods for which an
13 agreement is reached and ratified by the exclusive bargaining agent. *Richards*, EMRB No. 788;
14 *Int’l. Ass’n. of Firefighters Local 1883 v. City of Henderson*, Item No. 239, EMRB Case No. A1-
15 045455 (1990) (“Unless the parties should agree otherwise, the means, methods and procedures
16 whereby an employee organization ratifies its collective bargaining agreement with the employer
17 are internal concerns of the organization”). In fact, “A union is **not obligated** to obtain
18 ratification of any collective-bargaining agreement that it negotiates on behalf of employees it
19 represents. Rather, as the designated representative, **the union is free to negotiate and make**
20 **binding agreements, with or without the formal consent or ratification of the unit**
21 **employees.”** *Int’l. Longshoreman’s Ass’n.*, 332 NLRB 1336 (2000). If every agreement the
22 union made was required to be approved by membership, the strong public policy in the
23 expression of a collective will of employees, through an agent empowered to act on behalf of the
24 entire unit, would be “largely frustrated if the results of bargaining must be submitted to a vote of
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1 the employees, with all the misunderstandings and cross currents that would inevitably arise in
2 an election of that sort.” *NLRB v. Darlington Veneer Co.*, 236 F.2d 85, 88 (4th Cir. 1956).

3 This Board’s decision in *Richards* serves as an example of its traditional hesitancy to pry
4 into the internal negotiation procedures of employee organizations. In *Richards*, the complainant
5 attempted to argue that the union exceeded its authority by not presenting a proposal surrounding
6 the suspension of pay increases to its membership prior to agreeing with the employer on its
7 execution. EMRB No. 788 at 2. This Board sided with the union and determined that absent any
8 evidence of arbitrary, discriminatory, or bad faith motives in the agreement to the suspension of
9 merit pay increases, the union’s conduct was not in violation of its DFR, and in fact, constituted
10 negotiations which were **directly envisioned** by NRS 288. *Id.* The Board held that a CBA may
11 be modified during its terms so long as the modification was **bargained for and agreed upon**
12 **between the employer and union.** *Id.* The Board rejected the complainant’s contention that the
13 union violated its DFR in not presenting the agreement to membership, determining that “there is
14 no provision within the Act that requires a bargaining agent to submit the terms of an agreement
15 to its membership before it can agree to them,” and that “The method by which a union ratifies a
16 collective bargaining agreement with its members is an internal union matter and not within the
17 purview of this Board.” *Id.* at 3.

18 Here, CCEA cannot be said to have acted “so far outside a wide range of reasonableness”
19 in reaching an agreement that centrally-assigned, itinerant employees were not qualified to
20 receive the extra compensation under Article 26-19 earmarked by the state legislature for school-
21 based classroom teachers in “hard-to-fill positions.” AB 398 specifically provided for extra
22 funding for classroom teachers in “hard to fill positions.” Exhibit B. CCEA, wanting to obtain
23 extra pay for members to incentivize the retention of classroom educators in what have been
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1 traditionally the hardest to fill positions at the schools with the highest vacancies, bargained for
2 such pay, while also recognizing the political realities of less funding and a narrower population
3 eligible to receive the funding. Exhibit A. In light of these requirements, the parties bargained for
4 Article 26-19 of the CBA, which expressly denotes that receipt of the extra compensation is
5 “contingent upon funding from AB 398.” Exhibit C. CCEA and CCSD bargained for which
6 positions would be qualified to receive the extra compensation pursuant to the parameters of the
7 Bill. Exhibit A. As a result of this bargaining, the parties determined that only school-based
8 employees who are teachers of record could be considered as qualified for this compensation,
9 because only they qualify as a “teacher of record” under Section 2 of AB 398, and not centrally-
10 assigned, itinerant employees. *Id.* CCEA is under no position to renege on its bargained-for
11 position with CCSD and suddenly demand that Complainant, a centrally-assigned employee,
12 receive this compensation.

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15 Complainant may not like that this was the agreement made, but his dissatisfaction with
16 this outcome does not constitute a violation of NRS 288, as indeed, the satisfaction of the
17 entirety of CCEA’s bargaining unit of 18,000 employees can hardly be expected. CCEA’s
18 bargaining led to numerous classroom teachers receiving increased compensation, but not all,
19 based on political and economic realities. Complainant was simply not part of the class of
20 employees that CCEA and CCSD agreed would receive the benefit of the bargain. This was not a
21 backroom deal, but rather the product of arms-lengths negotiations and a shared interpretation of
22 the requirements of AB 398. Notably, this Board in *Richards* held that the union committed no
23 violation of its duty of fair representation in making an agreement with the employer that
24 actively harmed multiple employees by suspending merit pay increases. *Richards*, EMRB No.
25 788 at 3. Complainant here was not even harmed by CCEA’s decision. His salary remains the
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1 same, and he remains employed. He simply wants more money for which he is not entitled. Mr.
2 English also complains that there is no MOU outlining which positions are eligible, but as the
3 Board pointed out in *Richards*, **there does not need to be one**. CCEA was empowered by NRS
4 288 as the exclusive bargaining agent to reach this agreement with CCSD, whether verbal, in
5 writing, or otherwise, pertaining to which employees were qualified to receive this
6 compensation, and it did so based on its research, its work on AB 398, and its shared
7 understanding of the requirements of the Bill with CCSD. If CCEA was not empowered to reach
8 this agreement with CCSD without having to draft an MOU voted on by membership, the
9 Association would be disempowered from making collective decisions on behalf of the
10 bargaining unit that duly elected it to represent them, frustrating the purpose of NRS 288. If
11 every single verbal agreement with the employer needed to be put into an MOU and ratified by
12 membership for it to be a valid agreement, as Complainant has contended in his communications
13 to CCEA, it would be impossible to implement the CBA. CCEA, faced with a day-to-day issue
14 that is not covered by the language of the CBA that is time sensitive, would have no ability to
15 agree with CCSD to an implementation of the contract without first having to call and coordinate
16 a vote among the Association's nearly 13,000 members across hundreds of sites. Complainant's
17 unworkable interpretation not only has no backing from this Board, but it would completely
18 disempower CCEA and other unions to perform their authorized duties and render meaningless
19 the concept of an exclusive bargaining representative enabled by membership to bargain for
20 better working conditions. Accordingly, CCEA did not act arbitrarily in making a rational,
21 legitimate bargain with CCSD as the exclusive bargaining agent pursuant to a good faith
22 interpretation of the funding requirements of AB 398 and informed by existing realities.
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1 ii. CCEA did not act arbitrarily in processing Complainant's grievance.

2 The DFR also extends to the union's processing of grievances, forbidding such
3 organizations from processing an employee's grievance in an "arbitrary or perfunctory manner."
4 *George v. Las Vegas Police Protective Ass'n Metro, Inc.*, Item No. 485A, EMRB Case No. A1-
5 045693 at 6 (2001). Such a duty typically requires that the union conduct some sort of "minimal
6 investigation." *Id.* However, to be compliant with its DFR, a union need not process every
7 grievance brought to its attention. *Id.*; citing *Tuma v. American Can Co.*, 373 F. Supp. 218, 224
8 (D. NJ. 1974). This Board has held that "Because a union balances many collective and
9 individual interests in deciding whether and to what extent it will pursue a particular grievance,
10 courts should accord **substantial deference** to a union's decisions regarding such matters."
11 *Woodard v. Sparks Police Protective Ass'n*, Item No. 853A, EMRB Case No. 2018-026 at 3
12 (2020). In fact, a union possesses an **obligation** to "not assert or press grievances which it
13 believes in good faith do not warrant such action." *Bazarte v. United Transportation Union*, 429
14 F.2d 868, 872 (3rd Cir. 1970). A union who opts against pursuing a grievance based on the case
15 lacking merit after at least some sort of investigation almost always fulfills its DFR. *Orphan v.*
16 *Furnco Construction Corp.*, 325 F. Supp. 1220, 1222 (N.D. Ill. 1971).

17 *Vakil* is an example of a union acting in a non arbitrary manner in processing a grievance.
18 In *Vakil*, the complainant was laid off due to negotiated procedures. *Vakil v. Clark County, et. al*,
19 Item No. 768A, EMRB Case No. A1-046029 at 1 (2013). The union in *Vakil* gave advice to the
20 complainant and explained seniority calculations, but declined to process a grievance because it
21 lacked merit based on the contract and practice with the county. *Id.* at 2-3. The Board held that
22 the union did not act arbitrarily because it conducted an investigation into the employee's issue
23 and made a rational determination to not proceed with a grievance based on its investigation and
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1 agreements with the employer. *Vakil*, EMRB No. 768A at 9. The Board found that the
2 complainant simply disagreed with the union's judgment. *Id.*

3 Here, CCEA cannot be said to have acted "so far outside a wide range of
4 reasonableness." CCEA did not agree with Complainant that he was entitled to the extra
5 compensation under Article 26-19, as the Association had agreed otherwise with CCSD. Exhibit
6 A. CCEA explained to Complainant multiple times that the language of Article 26-19 explicitly
7 stated that the compensation was "contingent upon funding from AB 398," and he was not a
8 "teacher of record" dictated by the language of AB 398 and by agreement with CCSD, because
9 he was a centrally assigned employee, as opposed to being school-based. Exhibits B-D.
10 Nonetheless, Complainant disagreed, so CCEA advised him of his ability to file an independent
11 grievance, with Ms. Shelton providing him detailed instructions. Exhibit D.

12 In preparation for Complainant's MRC meeting, Mr. Dabaghian prepared a
13 recommendation detailing why his grievance lacked the merit to take up CCEA's resources in
14 arbitration. Exhibit M. This recommendation, along with the case materials, was shared with the
15 MRC in advance for their review. Exhibit K. Mr. Dabaghian shared his screen displaying his
16 recommendation to Complainant, walking him through the definition of a "hard-to-fill position"
17 enumerated by AB 398, and highlighting that only "teachers of record" are eligible for funding,
18 which fund the compensation detailed by Article 26-19. Exhibit I. The MRC debated the merits
19 of the grievance after hearing Mr. Dabaghian and Complainant's presentations, and based on an
20 assessment of these merits, unanimously determined that it should not proceed to arbitration. *Id.*;
21 Exhibit L. Complainant made his case to the MRC, and a Committee of his fellow employees
22 determined it lacked merit. This is the type of rational, merit-based decision envisioned by the
23 Board in *Vakil* that is within CCEA's wide discretion. So, the issue is not that Complainant was
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1 never informed on CCEA's rationale, he merely disagrees with it, like the employee in *Richards*.

2 Thus, CCEA's actions were not arbitrary.

3 **2. CCEA did not discriminate against Complainant.**

4 To prove discriminatory conduct by the union, a complainant "must adduce substantial
5 evidence of discrimination that is intentional, severe, and unrelated to legitimate union

6 objectives." *Vos*, EMRB #749 at 10.; citing *Amalgamated Ass'n. of St. Elec. R. and Motor*

7 *Coach Emp. of America v. Lockridge*, 403 U.S. 274, 301 (1971). Here Mr. English does not

8 argue any specific pleadings in his Complaint that CCEA engaged in discrimination.

9 Nonetheless, Complainant possesses no substantial evidence that CCEA engaged in

10 discrimination that is "intentional, severe, and unrelated to legitimate union objectives." CCEA

11 made a legitimate agreement with CCSD, pursuant to a shared interpretation of what positions

12 constitute "hard-to-fill positions" under AB 398, and determined that because its definition is

13 limited to those who are teachers of record, itinerant employees who are centrally assigned are

14 not eligible for funding. Exhibits A-B. This agreement was applied consistently within the

15 bargaining unit, as no centrally assigned itinerant employees received the compensation. Exhibit

16 A. While other APE teachers may have received the money, such as the only employee that

17 Complainant mentioned, this is because **they are school-based** and therefore are teachers of

18 record within the definition of AB 398. Exhibit G. If any centrally assigned employee had a

19 grievance concerning their denial of this compensation, CCEA would have processed the case

20 identically because the purpose of this funding, as agreed to with CCSD, is to provide extra pay

21 for positions at CCSD that have historically been the hardest to fill, and positions based out of

22 the District's central office are neither one of those vacancies, nor were they initially used by

23 CCSD in their submission to the IFC detailing the existing vacancies. Exhibit A.

1 CCEA's MRC further enforced its rules and procedures pertaining to Complainant in the
2 same manner that it has for other employees and other grievances heard by the Committee.
3 Exhibit I. For every employee wishing to have their grievance heard by the Committee, they may
4 only have individuals who actually witnessed the acts giving rise to the case, or pose some sort
5 of relevancy to the case at hand, be witnesses. *Id.* At every MRC meeting, questions are typically
6 asked of the grievant by Committee members, and some Committee members prefer to keep
7 their cameras on during the hearing, while others prefer them off. *Id.* Complainant therefore has
8 not, and cannot, proffer "substantial evidence," of discriminatory conduct on the part of CCEA.

10 3. CCEA did not act in bad faith towards Complainant.

11 To demonstrate that a union acted in bad faith, Complainant must illustrate "substantial
12 evidence of fraud, deceitful action or dishonest conduct." *Lockridge*, 403 U.S. at 299. Where it is
13 apparent that the union declined to process a grievance based on a good faith assessment of the
14 merits of the case and the bargained-for implementation of the CBA, this Board has held that the
15 union did not act in bad faith, as was the case with *Billings*. In *Billings*, two employees filed
16 grievances challenging their layoffs because they were unable to exercise bumping rights.
17 *Billings v. Clark Cnty., et. al.*, Item No. 751, EMRB Case No. A1-046002 at 6 (2012). After the
18 Step One grievance was not resolved in the complainants' favor, SEIU's grievance review
19 committee elected not to pursue their grievances to arbitration because the union had negotiated
20 with the employer new procedures pertaining to seniority that prevented the employees from
21 bumping back into their old bargaining unit, whereas prior to the negotiations, they would have
22 been able to. *Id.* at 5. The Board held that SEIU did not breach its DFR, as to arbitrate this
23 grievance would mean that it would renege on the stance publicly communicated by the
24 president that was made pursuant to an oral agreement with the employer. *Id.* at 11.

1 Conversely, a union acts in bad faith where union officials actively worked to undermine
2 the employee. An example of this is the union's conduct in *Bianchi v. Roadway Express and*
3 *Teamsters Local 769*. In *Bianchi*, the complainant was a steward who gave advice to another
4 employee who was injured on the job. 355 NLRB 197, 198 (2010). *Bianchi* accidentally had the
5 employee fill out the wrong date that he was hospitalized, and was terminated for dishonesty. *Id.*
6 at 198-99. Marr, another union official, was his political rival and ran against him for office, and
7 the two had recently finished a hotly contested election with challenges to their integrity. *Id.* at
8 198. Notably, the challenges had resolved 11 days before the hearing, and Marr had described
9 *Bianchi* as "just a pain in the ass politically." *Id.* Marr represented *Bianchi* at his arbitration
10 hearing and deliberately failed to introduce evidence that could have got him reinstated. *Id.* The
11 NLRB determined that the union acted in bad faith, as taken in conjunction with the above
12 circumstances, *Bianchi's* termination served as a convenient means for Marr to get rid of a
13 political rival. *Id.* at 202.

14 Here, Complainant can demonstrate zero evidence of fraudulent, deceitful, or invidious
15 conduct by CCEA for this Board to determine that it acted in "bad faith." There was no attempt
16 to conceal CCEA's rationale for the decision to not process Complainant's grievance to
17 arbitration. This rationale was communicated openly to Complainant repeatedly. Exhibit D;
18 Exhibit I; Exhibit M. Unlike the union official in *Bianchi* who wanted to eliminate a political
19 rival, CCEA officials possessed no motive in seeing to it that Complainant himself did not
20 receive the extra compensation; he merely did not qualify. Rather, CCEA served no obstacle, and
21 in fact assisted, Complainant in filing an independent grievance. Exhibit D. Upon Complainant's
22 request, CCEA scheduled a special MRC meeting when originally the next meeting was
23 scheduled for August so that he did not have to wait three months to have his case heard and
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1 decided upon. Exhibits I-M. CCEA diverged from its standard practice in having the grievant
2 present first, upon the request from Complainant. Exhibit D. He was given an explanation of the
3 MRC process and presented his case to the Committee. Exhibits H-I. Despite these good faith
4 accommodations, Complainant, because he was not satisfied with the outcome of his hearing,
5 now claims it was a sham process conducted in bad faith. Much of Mr. English's complaints
6 about the MRC hearing centered around his inability to admit Binder and Owens into the
7 meeting. As explained above and by Ms. Wise-White in her affidavit, the practice of the MRC
8 has transparently been to only allow individuals who actually perceived, aka "witnessed,"³ the
9 facts giving rise to the grievance, and this rationale was communicated to Complainant before
10 the meeting. Exhibit D. The individuals had not witnessed nor been involved with either the
11 drafting of AB 398, the bargaining of Article 26-19, or the circumstances surrounding
12 Complainant's qualifications for the extra compensation, thus they would not have added to the
13 MRC's understanding of this case. Exhibit I. Complainant was not denied witnesses; he could
14 have proffered other individuals who may have directly witnessed the facts of his grievance, as
15 Mr. Dabaghian noted to him. Exhibit D. Indeed, the only individual who has possibly acted in
16 bad faith here is Complainant, as he claims that they were vital witnesses, whereas he told Mr.
17 Dabaghian on May 21 that they were merely observers. *Id.* These two attending the meeting as
18 silent observers would have not, therefore, by Complainant's own words, contributed to the
19 MRC's understanding of the grievance to make a more informed deliberation. CCEA conducted
20 the MRC meeting, a meeting run by and for teachers, in conformity with its procedures, and is
21 disappointed by Complainant's attempts to construe its accommodations of him as a "sham."
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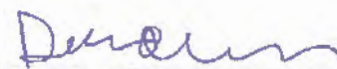
³ Oxford Dictionary defines a "witness" as: A person who *sees* an event take place.

1 Lastly, Mr. Vellardita never “explicitly refused to meet, speak, or review the merits of the
2 dispute with the Complainant.” In fact, Complainant never asked for such a conversation or
3 meeting with Mr. Vellardita. Exhibit D. Rather, all Complainant wrote to Mr. Vellardita was his
4 threats to file this Complaint if CCEA did not acquiesce to his interpretation of the CBA, after
5 being told multiple times that a grievance would not comport with this agreement. The reality is
6 that Mr. Vellardita, who in his capacity as Executive Director, is not the first line of contact for
7 contract issues, suddenly sees a threat on April 20, 2026 from a dissatisfied employee to take
8 CCEA to this Board based on an incorrect interpretation of the CBA he negotiated and the Bill
9 he helped draft. Exhibit A; Exhibit D. Complainant hardly provided much of an avenue for
10 engagement. Indeed, Mr. English was determined to go before this Board to essentially use it as
11 an appellate forum for his determined ineligibility for the extra compensation under Article 26-
12 19, which this Board does not exist for. Exhibit D. Complainant, already desiring to file this
13 Complaint against CCEA for not caving in to his erroneous interpretation of what was negotiated
14 with CCSD, was not going to be satisfied unless the MRC approved his case. *Id.* The MRC also
15 did not agree with Complainant’s grievance, so now he is attempting to find anything he can to
16 attack the meeting’s process, despite their falsities. CCEA thus did not act in bad faith.

20 IV. CONCLUSION

21 For the foregoing, the Board should dismiss Mr. English’s Complaint with prejudice.

22 **DATED this 14th day of July, 2026.**



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Attorney for Respondent CCEA

CERTIFICATE OF SERVICE

I hereby certify that on the 14th day of July, 2026, I sent a true and correct copy of the foregoing

MOTION TO DISMISS by email to the following:

MICHAEL ENGLISH
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Henderson, NV 89014
315-406-8773
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Complainant (pro se)

OFFICE OF THE GENERAL COUNSEL
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*Attorney for Respondent,
Clark County School District*



AN EMPLOYEE OF CCEA

EXHIBIT A

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1 5. In my capacity as Executive Director, one of my duties consists of serving as the Chief
2 Negotiator on behalf of CCEA's bargaining unit for successive CBAs between the Association
3 and CCSD. Over the course of my employment as the Executive Director, I bargained with
4 CCSD for 9 CBAs since 2011, including the current 2025-2027 Negotiated Agreement.
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6 6. One of CCEA's top priorities for these past couple of legislative sessions was to obtain
7 increased funding for classroom teachers in chronically underperforming schools with high
8 vacancy rates, as these positions tend to be the hardest to fill. CCEA had experienced success
9 advocating for this funding during the 2023 Legislative Session with SB 231 in that many
10 previously vacant teaching positions had been filled. So, CCEA wanted to continue lobbying for
11 this effort during the 2025 Legislative Session.
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13 7. The 2025 Legislative Session was marked by a substantial decrease in revenue for the
14 State of Nevada in comparison with the 2023 session. Historically, funding for education in
15 Nevada has been tied to the state's revenue. So, CCEA recognized that in order to obtain any
16 additional funding for educators from the Legislature, a more narrowly-defined population of
17 employees had to be targeted for extra funding. The end product, after multiple rounds of
18 negotiations between myself, the Governor, and key leaders of the Legislature, including the
19 Assembly Speaker and Senate Majority Leader, was AB 398. CCEA was the primary author of
20 this Bill, and helped draft the bill in conjunction with the Legislative Counsel Bureau. The
21 intention of CCEA and the other stakeholders involved in these discussions during the
22 Legislative Session was that only those employees who were defined as being in "hard-to-fill
23 positions" were eligible to receive extra compensation, notwithstanding collective bargaining
24 pertaining to the amount of compensation per employee and the exact list of eligible positions.
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1 Funding from AB 398 is earmarked by the State Legislature for individuals employed in these
2 types of positions.

3 8. AB 398 defines a “hard-to-fill position” as a teacher position: 1) at a Title I school
4 which meets the prerequisite vacancy thresholds enumerated in the Bill; 2) staffed by a person
5 licensed as an educator who is the *teacher of record* assigned to a classroom of pupils; and 3)
6 whose duties include actively teaching students during a class period, for the majority of class
7 periods during the school day, in either English language arts, mathematics, science, or special
8 education. If these requirements are not met by an employee, the understanding agreed to
9 between the drafters of this Bill is that they would not be entitled to this compensation.
10

11 9. For both fiscal years 2025-2026 and 2026-2027, the Bill authorized funding in the
12 amount of \$45 million, \$90 million in total, to all 17 school districts in Nevada. Section 8.5 of
13 the Bill requires each school district, as a requirement to receive such funding, to provide a
14 report to both the Nevada Department of Education (“NDE”) and the Legislature’s Interim
15 Finance Committee (“IFC”) both the total amount of money which the school district is
16 requesting from the Bill, and the total number of hard-to-fill positions in public schools that the
17 district intends to provide money for. CCSD was included in this requirement and needed to
18 submit this information to the Department and the IFC by June 9, 2025 for fiscal year 2025-
19 2026. As one of the primary authors of AB 398, I was heavily involved in conversations with
20 NDE relating to the intent of the Bill and which types of educators would qualify for the funding.
21 These conversations led to the understanding that employees who were centrally assigned by
22 CCSD on an itinerant (employees who are assigned to multiple school sites) basis would be
23 ineligible for the funding because they are not teachers of record.
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1 10. Section 8.5 of AB 398, while it provided that the funding of the Bill was subject to
2 collective bargaining, it also dictates that the funding “may only be used to provide additional
3 compensation for hard-to-fill positions in public schools.” Indeed, CCEA and CCSD during
4 negotiations for the 2025-2027 Negotiated Agreement did incorporate a funding structure for
5 teachers in “hard-to-fill” positions in the form of an extra \$5k in compensation in addition to
6 their base pay, but this was modeled after, and subject to, the funding requirements of AB 398.
7 Article 26-19-1 is intended to make this point clear, with the phrase “contingent upon funding
8 from AB 398.” With this mutual, acknowledged need by the parties to follow the requirements of
9 AB 398 and prioritize funding for classroom teachers in hard-to-fill positions, the parties
10 bargained for Article 26-19, with the understanding that they would work out exactly which
11 CCSD positions would qualify for as a “hard-to-fill position” in accordance with AB 398 when
12 the Negotiated Agreement was agreed to.

13
14
15 11. AB 398 gives a modicum of leeway to the parties to a collective bargaining
16 agreement to determine which employees are in a “hard-to-fill position.” Near the beginning of
17 the 2025-2026 school year, CCEA and CCSD, in jointly determining which employees should be
18 considered hard-to-fill positions, reached the understanding that centrally assigned and/or
19 itinerant employees were not considered to be “teachers of record” within the definition of AB
20 398. Therefore, CCEA and CCSD, shortly after negotiating Article 26-19 in the summer of 2025,
21 determined that such employees would be ineligible for the extra compensation under both the
22 Bill and the contract.

23
24
25 12. Article 26-19-4 states that special education teachers who meet the prerequisite
26 vacancy thresholds may, subject to the other requirements for funding in both the CBA and the
27 Bill, receive the compensation “regardless of whether they teach in a self-contained or non-self
28

1 contained classroom.” This was bargained for by the parties just to make clear that teaching in
2 either a self-contained (same group of students taught multiple subjects by one teacher) or non
3 self-contained (different groups of students being taught typically one subject) classroom will not
4 effect their eligibility for the funding. This is a separate requirement from being considered a
5 teacher of record, which the employee must be in order to qualify for the funding.
6

7 13. Michael English (“English”) is an Adaptive Physical Education Teacher who is
8 centrally assigned to different schools on an itinerant basis. He has argued to me as well as
9 multiple other CCEA staff that he is entitled to the funding from AB 398. However, multiple
10 individuals from both CCEA and CCSD have explained to Mr. English that he is not a teacher of
11 record as a centrally assigned, itinerant employee, therefore, he is not employed in a hard-to-fill
12 position and is not qualified to receive the funding.
13

14 14. Mr. English on April 16, 2026 filed an Independent Grievance with CCSD
15 challenging the determination that he was not qualified for the compensation. After a Step II
16 grievance hearing on April 21, 2026, CCSD denied his Independent Grievance on April 29,
17 2026. Later that evening, he sent an email to myself and CCEA Chief of Staff Alex Shelton
18 (“Shelton”) threatening to file an EMRB complaint if CCEA did not agree to his interpretation of
19 the Negotiated Agreement. I understood both the intent of AB 398 based on my conversations
20 with the leaders in the Legislature, LCB, the governor, and NDE, along with the bargained-for
21 understanding between CCEA and CCSD on the requirements for what constitutes a “hard-to-fill
22 position,” and accordingly did not give into his threats. He made no request at this point in time
23 to have his grievance heard by CCEA’s Member Rights Committee (“MRC”).
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26 15. On May 11, 2026, Mr. English proceeded to send another email to myself and Ms.
27 Shelton, claiming that before he could proceed with his EMRB Complaint, he needed to make
28

1 sure he had “fully exhausted all internal administrative remedies.” He demanded that we respond
2 to him by May 15th to have his grievance heard by the MRC, otherwise he would proceed with
3 filing his EMRB Complaint.

4 16. Despite it being the end of the year, with no additional MRC meetings scheduled,
5 CCEA on May 13, 2026, put together a special, previously unscheduled, MRC meeting just to
6 hear Mr. English’s grievance on May 21, 2026.

7 17. The MRC heard his grievance on May 21, 2026, and voted unanimously to not have
8 his case proceed to arbitration because they believed it lacked merit. Mr. English was informed
9 of this decision by CCEA General Counsel Dante Dabaghian (“Dabaghian”) on May 22, 2026.

10 18. The same day, Mr. English sent an email to CCEA’s Executive Officers requesting to
11 appeal the MRC’s decision to the CCEA Executive Board. Mr. Dabaghian the same day
12 promised him that while there was currently no Executive Board meeting scheduled at the time
13 for the summer, that once such a meeting was scheduled by the Board, he would be in touch with
14 him to arrange a time to present his grievance and appeal at said meeting. This is a teacher’s
15 union, and since it was about to be the summer, gathering availability for the CCEA Executive
16 Board for a meeting can be challenging at this particular time of the year. Per the CCEA Bylaws,
17 the Executive Board cannot conduct official business and vote on matters without a quorum
18 (majority) of the Board.

19 19. The Executive Board does not have a practice or requirement to convene “special
20 sessions” to hear appeals of MRC denials; cases like these are taken as they come and are
21 typically scheduled at the next available Executive Board meeting, which right now is not until
22 August of 2026, with the possibility that one or more additional meetings may be scheduled
23 during the summer months.

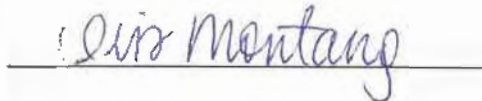
1 20. Mr. English evidently was not interested in waiting to attend the Executive Board
2 meeting and present his case, and decided to file the Complaint at issue.
3

4
5 FURTHER YOUR AFFIANT SAYETH NAUGHT,
6

7 
8

John Vellardita

9 SUBSCRIBED and SWORN to before me this 29th Day of June, 2026.
10

11 
12

13 NOTARY PUBLIC in and for said

14 CLARK COUNTY and NEVADA
15

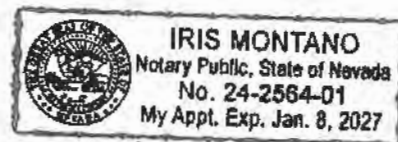
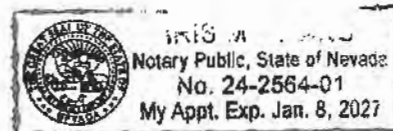


EXHIBIT B

Assembly Bill No. 398--Assemblymembers
Yeager and Hafen

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 (c) 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 (c) 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 ~~++~~; 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.

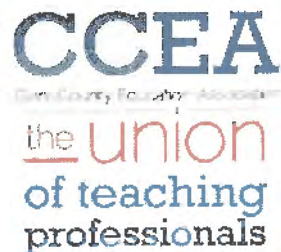
2. Sections 8 and 8.3 of this act become effective on July 1, 2025.

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



EXHIBIT C

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



2025-2027

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- 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

the subject matter of a potential grievance, such informal discussions or mediation will be held within twenty (20) days after the affected teacher or the Association first knew of the act or condition upon which the potential grievance is based. If the informal discussion or mediation does not occur within the twenty (20) day time limit, a grievance may be processed to the Pre-grievance Resolution process as set forth in Article 4-4 below, or to Step Two as set forth in Article 4-5 below.

- (c) It is understood and agreed that all aspects of such informal discussions, if any, which take place shall have no bearing or precedential effect on the resolution of that grievance or any similar grievance filed in accordance with this Article.
- (d) If a grievance is resolved as a result of an informal discussion, the principal or the grievant may reduce that resolution to writing prior to the termination of the time limits for filing a formal grievance. The absence of such a written resolution executed by both parties shall serve as notice to the grievant involved to file a formal grievance if that teacher so desires.
- (e) Such informal discussions shall not modify the time limits set forth in Step Two of the formal grievance procedure.
- (f) Either party to this Agreement may request mediation. Mediation may be utilized when both parties to the dispute voluntarily agree to participate to resolve disputes. Timelines are not suspended pending mediation, except with the written agreement of both parties. It is understood that the parties to the dispute are the District and the Association.

4-4

All grievances shall be processed as follows:

Pre-grievance Resolution

- (a) If the grievance is not resolved at Step One or if the grievance was not presented at Step One, the Association may submit in writing a proposal of resolution of the potential grievance to the Chief Human Resources Officer or the Superintendent's designee, before the Association files a formal written grievance.
- (b) The proposal of resolution submitted to the Associate Superintendent, Human Resources Division, or the Superintendent's designee will include the violation of policy and/or contract and the requested resolution, along with a written narrative of the issue(s) and the document(s) involved.
- (c) The traditional timeline to grieve, as outlined in Article 4-5 (a) below, will be suspended during the Pre-grievance Resolution process, provided that the proposal of resolution was submitted prior to the expiration of the traditional grievance timeline. The timeline will resume if and when either party terminates the Pre-grievance Resolution process in writing.
- (d) All aspects of such informal discussions, if any, which take place shall have no bearing or precedential effect on the resolution of that grievance or any other grievance filed in accordance with this Article.
- (e) In the event the Pre-grievance Resolution is denied or unresolved by either party in writing, the grievant may submit the matter to Step Two of the grievance procedure in accordance with the timelines provided in Article 4-5 below.
- (f) The submission of a Pre-grievance Resolution in no way guarantees that the School District will grant the requested resolution.

STEP TWO: SCHOOL DISTRICT

- (a) If the grievance is not resolved at Step One, the grievant may submit in writing the unresolved grievance to the Chief Human Resources Officer or the Superintendent's designee not later than thirty (30) days after the grievant first knew of the act or condition upon which the grievance is based. An authorized signature on a United States postal "return receipt" or dated hand delivery receipt shall serve as proof of submission.
- (b) In the event a grievance is submitted to Step Two in a timely manner, the Chief Human Resources Officer or the Superintendent's designee shall schedule a meeting with the grievant within seven (7) days to be held no later than twenty (20) days after receipt of the grievance unless timelines have been waived in writing.
- (c) In the event a grievance is not resolved at this meeting, the Chief Human Resources Officer or the Superintendent's designee shall, within ten (10) days after the meeting, submit a written response to the grievance to the individual and to the Association. Any resolution of the grievance in favor of the grievant shall be in writing, and copies forwarded to both the affected employee and the Association. If the Chief Human Resources Officer or the Superintendent's designee fails to respond within ten (10) days as referred to in this paragraph or if a mutually agreed upon time extension is not agreed upon, the grievance shall be deemed in favor of the grievant.
- (d) If a grievance is either denied or not resolved at Step Two of the grievance procedure, the grievance shall be deemed withdrawn with prejudice unless timely filed at Step Three, Expedited Arbitration, in accordance with the provisions of Step Three below.

STEP THREE: EXPEDITED ARBITRATION

- (a) In the event a grievance is not resolved during the Pre-grievance Resolution process, if any, or at Step Two of the grievance procedure, only the Association, not later than twenty (20) days after the expiration of the time limit set forth in Article 4-5(c) above, may request arbitration of the unresolved grievance in accordance with the provisions set forth below. A request for arbitration shall be made by delivering to the Chief Human Resources Officer or the Superintendent's designee written notice of the intent to arbitrate. A United States postal "return receipt" or dated hand delivery receipt shall serve as proof of delivery.

The Association agrees that it will not delegate to anyone the right to arbitrate. This shall not be construed to mean that the Association may not determine the identity of its representative at such arbitrations.

It is agreed that the American Arbitration Association will provide full service administered arbitration under the American Arbitration Association's Labor Arbitration Rules.

- (b) The panel of arbitrators in use at the end of the current school year shall continue in effect unless the District and the Association agree to change the number of arbitrators. If they are unable to agree on a new number of arbitrators to serve on the panel, the number shall be nine (9). If the District and the Association cannot agree on the new members of the panel, then the American Arbitration Association (AAA) will be asked to submit a list of twenty-seven (27) arbitrators from which the parties shall strike alternately until the appropriate number of arbitrators has been selected for the panel. By September 30 of each year, each party may remove one (1) arbitrator from the panel. The replacement(s) shall be selected in accordance with the procedure set forth above. All arbitrators must be AAA certified arbitrators.

- 4-7 The arbitrator shall not have the authority to modify, amend, alter, add to, or subtract from any provision of this Agreement. An arbitrator, in the absence of the express written agreement of the parties, shall have no authority to rule on any dispute between the parties other than one which qualifies as a grievance as defined in 4-1.
- 4-8 The arbitrator's decision shall be submitted in writing within thirty (30) school days of the close of arbitration or submission of post hearing briefs, whichever comes later, to all parties and shall be final and binding on all parties to this Agreement unless the arbitrator exceeds the powers specified herein, or is guilty of procedural error prejudicing the rights of either party as defined by federal labor law decisions.
- 4-9 The expenses of arbitration, including the arbitrator's fee/costs and expenses, and the cost of the arbitrator's transcript, shall be borne equally by the School District and the Association. However, all other expenses incurred by either party in the preparation or presentation of its case are to be borne solely by the party incurring such expenses. It is understood and agreed that only the Association has the right to request arbitration and that the Association shall be responsible for its share of the costs, as agreed above, for any arbitration requested by the Association.
- 4-10 No reprisals of any kind will be taken by the school trustees or by any member of the administration against any employee because of filing a grievance or because they participated in an orderly manner in the grievance procedure on behalf of the grievant and/or the Association. This provision shall not be construed as an agreement by the School District to pay the grievant or the association representative or any person present on their behalf for the time spent in processing a grievance in accordance with the provisions of this Article. It may occur during or outside the school day. In the event a grievance meeting is scheduled and held during the school day, those employees covered by this Agreement who participate in such a meeting may do so without loss of pay, subject to the limitations contained in Article 17-1-2.
- 4-11 No provision of this Article shall be construed to prevent any individual employee covered by this Agreement from discussing any problem, dispute, or even a grievance as defined herein with any supervisor outside the presence of a representative of the Association. However, such discussion shall not relieve any party from compliance with other provisions of this Article in the absence of an express written waiver of such provisions.
- 4-12 The parties hereby recognize the existence of policies and administrative regulations of the School District to which the employees covered by this Agreement are bound, and which are subject to change by the school trustees of the School District. The parties agree that any disputes arising under the application and/or administration of such policies or regulations relating to subject matter not covered by the provisions of this Agreement shall be processed beginning with Step Two of the grievance procedure set forth herein. If the dispute is unresolved after Step Two of the grievance procedure, the dispute may only be processed as follows:
- 4-12-1 The person initiating the dispute may refer the dispute to the Board of School Trustees and must also inform the immediate supervisor and the Associate Superintendent, Human Resources Division, and/or the Superintendent's designee. When a dispute is so referred, the board or a committee designated by the board shall meet to informally discuss the subject matter of the dispute with the grievant and with representatives of the Association requested to be present by the grievant.
- 4-12-2 The Superintendent or designee shall prepare a review of the case for the Board of School Trustees and the committee designated by the board if a committee is so designated.

- 4-12-3 The Board of School Trustees or a committee designated by the board shall make a decision regarding the dispute as to the applicability or administration of district policies or regulations and communicate its decision in writing within thirty (30) days after the final meeting on the dispute.
- 4-13 It is the intention of the parties that grievances not resolved before the summer recess be resolved as quickly as is reasonably possible. Toward this goal, the parties agree that they will make a reasonable effort to conclude pending grievances before the opening of school in August.
- 4-14 In the event an employee(s) covered under this Agreement exercises the right to individually process a grievance without assistance from the Association, the District shall provide the Association:
- 4-14-1 A written copy of the grievance, the name of the grievant(s) to include the work site, and the name of the grievant's appropriate administrator.
- 4-14-2 An opportunity to be present and to submit the Association's position at any meeting with the grievant(s) and at any grievance hearings, suspension hearings, evidentiary hearings, arbitration hearings, or any other meetings.
- 4-14-3 A written copy of the resolution of the grievance or arbitration.
- 4-15 A fund of three thousand dollars (\$3,000.00) shall be earmarked and designated for the costs of specialized arbitration proceedings. The District, in its sole discretion, shall have the ability to authorize disbursements from the fund which has been earmarked and designated under this provision.

ARTICLE 5 ASSOCIATION PRESIDENT

- 5-1 Upon written request from the Association's Executive Board, the District shall grant the president and vice president of the Association a two (2) year leave of absence without pay during the president's and vice president's term of office for professional and educational development, participation in community projects, visitations of schools, and other Association business.
- 5-2 The president's and vice president's leave of absence shall commence with the beginning of the contract year and conclude at the end of the same contract year. The Association agrees to reimburse the School District on a current basis for the Public Employees Retirement System (PERS) contribution the District makes on behalf of the president and vice president.
- 5-3 If the president or vice president serves only one term in office, the District agrees to return the president or vice president to the same teaching position held when the president's or vice president's leave was granted. If the program has been reassigned to a new location, then the president or vice president will return to the same location. If the president or vice president serves two or more terms in office, the District is not obligated to return the president or vice president to the same teaching position held when the leave was granted, unless the former position is vacant. The District agrees that if that position is filled, the District will return the outgoing president or vice president to as near an equivalent teaching position as the position held when the leave of absence was granted.
- 5-4 The president or vice president of the Association or CCEA staff shall be allowed to visit any school in the District upon prior notification of the principal of the particular school involved.

- 22-8 When a teacher specialist is in charge of the entire student class of a regularly assigned classroom teacher, the regularly assigned classroom teacher may, with the permission of the principal, leave the classroom and use that time for professional purposes. The principal shall not unreasonably withhold such permission from the requesting teacher.
- 22-9 Travel time of any teacher required to travel during the normal school day shall be considered as a part of such teacher's teaching day.
- 22-10 The provisions of 22-1 through 22-9 above relate to the time classroom teachers and other employees covered by this Agreement are required to remain at the school premises where their primary functions are performed. It is further recognized by the parties that all employees covered by this Agreement will find it necessary to work additional time either at such premises or away from such premises to fulfill the full scope of their professional responsibility. As a result, the employees covered by this Agreement agree to perform that additional work necessary to adequately fulfill their professional responsibility without additional compensation except as otherwise provided by specific provisions of this Agreement.
- 22-11 It is the intent of the District that the time added to the teachers' workday beyond the seven (7) hours shall be implemented with the start of the 1990-91 contracted school year and shall be used to increase existing periods at the secondary level and subject areas at the elementary level.

ARTICLE 23 NO STRIKES/WORK STOPPAGES

- 23-1 It is hereby agreed by the Association that there will be no strikes, stoppages of work, or slowdown of the operations of the School District during the term of this Agreement.
- 23-2 It is hereby agreed by the School District that there will be no lock-out of employees during the term of this Agreement.

ARTICLE 24 GENERAL SAVINGS CLAUSE

- 24-1 It is not the intent of either party hereto to violate any laws of the State of Nevada or of the United States. The parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contravention of any such laws, they will enter into immediate negotiations thereon. The remainder of the Agreement shall remain in full force and effect.

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.

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, 2028, 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.

EXHIBIT D

Dante Dabaghian

From: Alex Shelton
Sent: Friday, June 26, 2026 12:11 PM
To: Dante Dabaghian
Subject: FW: FW:

Thank you,
Alex Shelton
Chief of Staff
Clark County Education Association

From: Michael English [Auxiliary Services] <englim@nv.ccsd.net>
Sent: Friday, March 06, 2026 4:10 PM
To: Alex Shelton <ashelton@ccea-nv.org>
Subject: Re: FW:

Let me know about this when you can, it's something that nobody can answer yet.

Michael English
Adapted Physical Education Teacher
315-406-8773



On Wed, Mar 4, 2026 at 8:49 AM Michael English [Auxiliary Services] <englim@nv.ccsd.net> wrote:
But why does CCSD say you do not need to be self contained? That refutes having to be teacher of record.

Michael English
Adapted Physical Education Teacher
315-406-8773



On Wed, Mar 4, 2026 at 9:48 AM Alex Shelton <ashelton@ccea-nv.org> wrote:

I did tell you. It's because you are not teacher of record.

Thank you,

Alex Shelton

Chief of Staff

Clark County Education Association

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

Sent: Wednesday, March 04, 2026 8:42 AM

To: Alex Shelton <ashelton@ccea-nv.org>

Subject: Re: FW:

But can anyone explain to me the actual reason for why?? That's what I'm still lacking. Everyone says "we believe this to be correct" but can't articulate why.

Michael English

Adapted Physical Education Teacher

315-406-8773



On Wed, Mar 4, 2026 at 9:29 AM Alex Shelton <ashelton@ccea-nv.org> wrote:

Yes, your administrator will be notified. They will discuss the process when you call and send you the forms. You'd then be scheduled for a hearing where you'd present your argument and they would present theirs. I believe they would deny your grievance at that time. From there, you'd need CCEA's approval to move forward, and I have already advised that we believe the determination is in accordance with the law.

Thank you,

Alex Shelton

Chief of Staff

Clark County Education Association

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

Sent: Tuesday, March 03, 2026 9:06 PM

To: Alex Shelton <ashelton@ccea-nv.org>

Subject: Re: FW:

Also how would that individual grievance process with EMR work? Wondering what it entails and if my supervisor be notified that I am filing something? Thank you.

Michael English

Adapted Physical Education Teacher

315-406-8773



On Tue, Mar 3, 2026 at 5:18 PM Alex Shelton <ashelton@ccea-nv.org> wrote:

The Legislature defined the criteria for eligibility. I've included the [bill](#) text below. We believe this is a correct determination, however, if you disagree, you can still file your own independent grievance by contacting CCSD Employee Management Relations Department at 702-799-0210.

(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



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(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. 3.7. (Deleted by amendment.)

Thank you,

Alex Shelton

Chief of Staff

Clark County Education Association

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

Sent: Tuesday, March 03, 2026 11:16 AM

To: info@ccea-nv.org

Subject:

Hi, do you. know who I need to contact in order to file a grievance? Based on everything being published it seems as though I should be qualifying for the \$5,000 extra incentive pay but for some reason being told I do not qualify. The latest publication even said if you are special education you do not have to be a self contained teacher. Thank you.

Michael English

Adapted Physical Education Teacher

315-406-8773



Dante Dabaghian

From: Alex Shelton
Sent: Friday, June 26, 2026 12:11 PM
To: Dante Dabaghian
Subject: FW: FW: Adaptive PE / 398

Thank you,
Alex Shelton
Chief of Staff
Clark County Education Association

From: Alex Shelton <ashelton@ccea-nv.org>
Sent: Friday, April 17, 2026 8:27 AM
To: Michael English [Auxiliary Services] <englim@nv.ccsd.net>
Subject: Re: FW: Adaptive PE / 398

Hello Michael,
CCEA will not be grieving this decision. You are centrally assigned and not assigned to a title 1 building. You may proceed with an independent grievance by contacting CCSD Employee Management Relations at 702-799-0210.

Thank you,
Alex Shelton
Chief of Staff
Clark County Education Association

From: Michael English [Auxiliary Services] <englim@nv.ccsd.net>
Sent: Thursday, April 16, 2026 2:42 PM
To: Alex Shelton <ashelton@ccea-nv.org>
Subject: Re: FW:

Regarding the 30-day timeline mentioned, this matter constitutes a continuing violation. As the \$5,000 differential is an ongoing contractual entitlement for the 2025-2026 school year that has not been paid, the "occurrence" happens with every pay period in which the funds are withheld. Furthermore, I received a formal written denial from District HR just this morning stating their differing interpretation of the contract. This formal denial constitutes a new occurrence, and I am well within the 30-day window from that notice.

I meet all contractual criteria under Article 26-19-6 (Page 34):

1. I am a licensed Special Education teacher (a designated critical labor shortage area).

2. I am assigned 100% to Title I schools.
3. I spend the majority of my duties in direct instruction with students.

HR has explicitly stated in writing that they are denying me based on my "central assignment," yet they admitted this review "may benefit all centrally assigned employees." By refusing to grieve this, the Union is allowing the District to unilaterally add an "administrative code" requirement to Article 26-19-6 that does not exist in the negotiated text. This sets a dangerous precedent for all itinerant and special education specialists.

Please confirm by end of business tomorrow if CCEA will represent me in a Step One grievance. If not, I will proceed with a "Member-at-Large" independent filing to protect my contractual rights and the rights of my colleagues in similar roles.

Michael English
Adapted Physical Education Teacher
315-406-8773



On Thu, Apr 16, 2026 at 12:39 PM Alex Shelton <ashelton@ccea-nv.org> wrote:

The full text of the article is on our [website](#) and there is no MOU.

Any grievance would be due within 30 days of the date you first knew of the issue.

Thank you,
Alex Shelton
Chief of Staff
Clark County Education Association

From: Michael English [Auxiliary Services] <englim@nv.ccsd.net>
Sent: Thursday, April 16, 2026 11:54 AM
To: Alex Shelton <ashelton@ccea-nv.org>
Subject: Re: FW:

Before we proceed, I am requesting that the union provide me with the following official documents so I can verify the exact language:

1. The full text of Article 26-19 from the 2025-2027 Negotiated Agreement.

2. The AB 398 Memorandum of Understanding (MOU) signed by CCEA and CCSD for the 2025-2026 school year.

I am particularly focused on the Special Education exception which states that for 2025-2026, vacancy thresholds do not apply to SpEd teachers in Title I schools. Since I am a licensed SpEd teacher providing 100% direct instruction in Title I buildings, I believe the 'central' vs 'school-based' distinction is an administrative technicality that violates the spirit and literal text of the agreement.

Please let me know when I can expect these documents and the timeline for filing the Step One grievance. Thanks!

Michael English
Adapted Physical Education Teacher
315-406-8773



On Thu, Apr 16, 2026 at 9:17 AM Michael English [Auxiliary Services] <englim@nv.ccsd.net> wrote:

Hey Alex,

HR has officially stated they cannot offer a manual override for 'equity' reasons but explicitly recommended a grievance for a formal legal review. They admit a misunderstanding of the terms may exist that affects all centrally assigned employees. As a member, I am requesting the union fulfill its duty of fair representation and file this grievance to ensure the 2025-2027 Negotiated Agreement is applied correctly to Special Education specialists.

Michael English
Adapted Physical Education Teacher
315-406-8773



On Tue, Mar 3, 2026 at 4:18 PM Alex Shelton <ashelton@ccea-nv.org> wrote:

The Legislature defined the criteria for eligibility. I've included the bill text below. We believe this is a correct determination, however, if you disagree, you can still file your own independent grievance by contacting CCSD Employee Management Relations Department at 702-799-0210.

(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**



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(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.

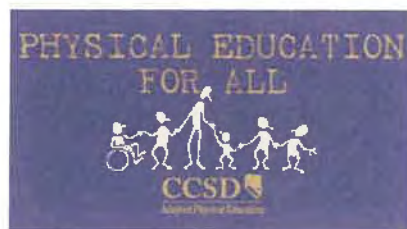
Sec. 3.7. (Deleted by amendment.)

Thank you,
Alex Shelton
Chief of Staff
Clark County Education Association

From: Michael English [Auxiliary Services] <englim@nv.ccsd.net>
Sent: Tuesday, March 03, 2026 11:16 AM
To: Info@ccea-nv.org
Subject:

Hi, do you. know who I need to contact in order to file a grievance? Based on everything being published it seems as though I should be qualifying for the \$5,000 extra incentive pay but for some reason being told I do not qualify. The latest publication even said if you are special education you do not have to be a self contained teacher. Thank you.

Michael English
Adapted Physical Education Teacher
315-406-8773



Dante Dabaghian

From: John Vellardita
Sent: Monday, July 13, 2026 2:12 PM
To: Dante Dabaghian
Subject: FW: Formal Notice: Disparate Treatment and Contract Violation (Article 26-19-6)

From: John Vellardita
Sent: Monday, April 20, 2026 10:31 AM
To: Michael English [Auxiliary Services] <englim@nv.ccsd.net>
Subject: RE: Formal Notice: Disparate Treatment and Contract Violation (Article 26-19-6)

Duly noted.

From: Michael English [Auxiliary Services]
Sent: Monday, April 20, 2026 9:57 AM
To: John Vellardita <jvellardita@ccea-nv.org>
Subject: Formal Notice: Disparate Treatment and Contract Violation (Article 26-19-6)

Hi Mr. Vellardita,

I am a Special Education teacher filing a grievance as a Member-at-Large because CCEA staff have declined to represent me. I am writing to ensure you are aware of a significant liability issue regarding the AB 398 differentials.

I have documented proof that the District is granting the \$5,000 differential to some itinerant Special Education teachers in my exact department, while denying it to others in the same department (myself) based solely on administrative payroll codes. This is a violation of Article 26-19-6 and constitutes arbitrary disparate treatment.

I have a hearing tomorrow with Janelle Sazon and an EMR hearing officer. I am prepared to escalate this to the EMRB and civil court if necessary to protect my contractual rights, as the Union's current refusal to support this clear-cut violation is deeply concerning. I hope the Union will reconsider its position given this evidence of inconsistent application. Thank you.

Michael English
Adapted Physical Education Teacher
315-406-8773

Dante Dabaghian

From: Alex Shelton
Sent: Friday, June 26, 2026 12:11 PM
To: Dante Dabaghian
Subject: FW:

Thank you,
Alex Shelton
Chief of Staff
Clark County Education Association

From: Michael English [Auxiliary Services] <englim@nv.ccsd.net>
Sent: Wednesday, April 29, 2026 7:13 PM
To: Alex Shelton <ashelton@ccea-nv.org>; Kristan Nigro [Bell ES] <weistkn@nv.ccsd.net>; John Vellardita <jvellardita@ccea-nv.org>
Subject:

I am disappointed that CCEA is refusing to support a grievance where the contract language (Article 26-19-6) explicitly includes Special Education teachers regardless of classroom type. Since the District's denial provided no contractual justification, the Union's refusal to process this grievance appears arbitrary. Please confirm in writing if this is the Union's final position, as I am now preparing a Prohibited Practice Complaint with the EMRB.

Michael English
Adapted Physical Education Teacher
315-406-8773



Dante Dabaghian

From: Michael English [Auxiliary Services] <englim@nv.ccsd.net>
Sent: Thursday, May 21, 2026 8:44 AM
To: Dante Dabaghian
Subject: Re: May 21, 2026 MRC MEETING: M. ENGLISH, GRIEVANCE #2526-IND-008

Dante,

To be completely frank, the entire reason I am having to appeal to the committee is because the rules that are actually written on paper are not being followed by the District. It is deeply disappointing to encounter that same exact behavior from my own union steff regarding a routine meeting logistics request.

Section 3 of the written MRC procedures explicitly guarantees my right to be accompanied by up to three representatives or witnesses. If there is some hidden, unwritten criteria or pre-vetting process required for my observers, why was that policy never provided to me so I could review it before reaching out to anyone?

Furthermore, your assertions are completely illogical:

On Relevance: This grievance directly concerns the misapplication and arbitrary withholding of state-mandated Special Education funding allocated via Assembly Bill 398. To claim that a member of the Nevada State Board of Education and the Vice Chair of the State Special Education Advisory Committee are "not relevant" to the oversight of state education funding on the ground is entirely laughable.

On Burden: These individuals are attending strictly as silent administrative observers to take notes and document the record. The assertion that a person sitting completely silent in a virtual room could somehow "stall proceedings" or be "unduly burdensome" to a committee is completely without merit.

They are attending as my contractually protected representatives. Please provide them the virtual meeting links as requested so we can proceed in accordance with written policy.

Michael English
Adapted Physical Education Teacher
315-406-8773



On Thu, May 21, 2026 at 8:24 AM Dante Dabaghian <ddabaghian@ccea-nv.org> wrote:

Good morning, Michael,

Thank you for sending in your presentation. I will screenshare these slides when it is time for you to present. I will send the link at 3:45 today. The meeting, if a critical mass of the committee is on at 4, will begin at 4 on the dot assuming you are in the zoom waiting room, but we may begin a little after 4 in case some committee members are late.

Anna and Annette are not relevant witnesses to this grievance and so they may not join the meeting. The MRC Policy does not entitle the employee to have any person be a witness. Such a practice would stall proceedings and be unduly burdensome on the committee, who is tasked with weighing the relevant facts of each case that comes before them. The committee's practice is to admit only witnesses who are relevant to the case at hand. If you have other witnesses who may be relevant to the presentation of your case who are willing to attend, such as another teacher, let me know.

Thank you,

Dante Dabaghian

General Counsel

Mobile: 702-465-2668

Email: ddabaghian@ccea-nv.org



[4230 McLeod Drive](#)

[Las Vegas, NV 89121](#)

[Office: 702 733 3063](#)

[Website: http://ccea-nv.org/](http://ccea-nv.org/)

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

Sent: Wednesday, May 20, 2026 8:38 PM

To: Dante Dabaghian <ddabaghian@ccea-nv.org>

Subject: Re: May 21, 2026 MRC MEETING: M. ENGLISH, GRIEVANCE #2526-IND-008

Hey Dante,

Attached is the slideshow I will be sharing during my 10 minute presentation tomorrow.

Could you please confirm the exact start time for the staff's initial presentation so we can map out the schedule?

Also, please ensure that the virtual meeting link is forwarded directly to Anna and Annette so they can join the meeting.

Thanks for coordinating this, and I look forward to the meeting tomorrow.

Michael English

Adapted Physical Education Teacher

315-406-8773



On Wed, May 20, 2026 at 8:32 AM Dante Dabaghian <ddabaghian@ccea-nv.org> wrote:

Good morning, Michael,

Our records indicate that Annette Owens has not been employed at CCSD since 2018. Anna Binder does not even work with the district. Neither individuals would be relevant witnesses to this grievance and so they may not attend the meeting.

Dante Dabaghian

General Counsel

Mobile: 702-465-2668

Email: ddabaghian@ccea-nv.org



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Website: <http://ccea-nv.org/>

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

Sent: Tuesday, May 19, 2026 8:16 PM

To: Dante Dabaghian <ddabaghian@ccea-nv.org>

Subject: Re: May 21, 2026 MRC MEETING: M. ENGLISH, GRIEVANCE #2526-IND-008

Cool that order of presentation sounds good to me. For my witnesses attending the meeting you can send the link to Annette Dawson Owens (Adawsonowens@gmail.com) and Anna Marie Binder (binder4nevada@gmail.com).

Waiting to hear back from a few others. If I end up getting a third I'll let you know ASAP.

Michael English

Adapted Physical Education Teacher

315-406-8773



On Tue, May 19, 2026 at 10:42 AM Dante Dabaghian <ddabaghian@ccea-nv.org> wrote:

Michael,

Neither Section 2(E-F) nor 3(E-F) state that the Grievant must present following the staff presentation, and the practice for the committee has been that the grievant presents first, followed by the staff presentation as a means of saving the member's time. That being said, we can do the staff presentation first and you can go after if that is what you would prefer.

The MRC policy only allows you to have "witnesses," not per se a notetaker. We do not want any secret attendees at this meeting. So this "note-taker" of yours would need to be a witness, ideally someone with personal knowledge of the subject matter forming the basis of your grievance so that your time and the committee's is spent efficiently.

Dante Dabaghian

General Counsel

Mobile: 702-465-2668

Email: ddabaghian@ccea-nv.org

CCEA the union
Clark County Education Association of teaching
professionals

4230 McLeod Drive

Las Vegas, NV 89121

Office: 702 733 3063

Website: <http://ccea-nv.org/>

From: Michael English [Auxiliary Services] <englim@nv.ccsd.net>
Sent: Tuesday, May 19, 2026 9:31 AM
To: Dante Dabaghian <ddabaghian@ccea-nv.org>
Subject: Re: May 21, 2026 MRC MEETING: M. ENGLISH, GRIEVANCE #2526-IND-008

Hey Dante,

Regarding the order of the presentation, I want to make sure I am aligned with the official Member Rights Committee Grievance Procedures. Section 2.D states that the Association Staff will present their report and recommendation first for up to 20 minutes, and Section 2.E states that the Grievant will present 'following the Staff presentation.'

I plan on utilizing my allotted time to directly address the points raised in the Staff's report and recommendation, so following the chronological layout in the procedures is necessary for my presentation.

I completely understand and respect the requirement that I remain silent during the Staff's designated time, and I will ensure my note-taker or any other witnesses do the same.

Michael English

Adapted Physical Education Teacher

315-406-8773



On Tue, May 19, 2026 at 8:38 AM Dante Dabaghian <ddabaghian@ccea-nv.org> wrote:

Michael,

You can be present for the staff presentation. For transparency, it will be me making the presentation. However, keep in mind that per the same section in the Policy, "The Grievant and any witnesses accompanying the Grievant will remain silent and not interrupt the proceedings unless specifically asked to respond to a question or a point of information by the Chairperson of the Committee." You will go first to present your case, and then I will give the staff presentation. Once you are in the waiting room for the meeting, you will be let in and then you will be able to start presenting.

I believe only I will be able to screen share. So if you will be sharing a slide show, please send it to me in advance as soon as you are able to, and then I will be able to screen share it to the committee for you.

If you decide to bring witnesses, please let me know their names and non-district email addresses as soon as possible before the meeting. I will forward the link to them in the same email 15 minutes before the meeting.

Dante Dabaghian

General Counsel

Mobile: 702-465-2668

Email: ddabaghian@ccea-nv.org



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[Las Vegas, NV 89121](#)

[Office: 702 733 3063](#)

[Website: http://ccea-nv.org/](http://ccea-nv.org/)

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

Sent: Monday, May 18, 2026 10:40 PM

To: Dante Dabaghian <ddabaghian@ccea-nv.org>

Subject: Re: May 21, 2026 MRC MEETING: M. ENGLISH, GRIEVANCE #2526-IND-008

Hey Dante, I just saw this part that says "During the hearing Association Staff will present oral/written arguments supporting the recommendation. The Association Staff may make a presentation lasting no more than twenty (20) minutes. Upon conclusion of the presentation committee members may ask pertinent questions of the staff member. The Grievant may be present during the staff presentation".

I want to make sure I'm logged in and able to hear this part of the meeting. I'm definitely curious to hear a deeper explanation to the counter of my position. Do you know at what time that happens and how to make sure I can hear that and what time my actual presentation begins?

Also I see it says I can bring up to 3 witnesses or representatives with me into the meeting. If I choose to do that, do I need to email you their names/emails ahead of time so that they can be added to the virtual meeting or do I just forward them the meeting link? Thank you.

Michael English

Adapted Physical Education Teacher

315-406-8773



On Mon, May 18, 2026 at 4:40 PM Dante Dabaghian <ddabaghian@ccea-nv.org> wrote:

What questions were you planning on asking the committee? Sure, you can, for example, ask for clarification on the questions they ask you. Though depending on what you ask, this could cut into your presentation time. You have ten minutes, but you can request that the committee grant you up to an additional ten minutes of presentation time. The committee has the sole discretion in granting this request for an extension of time.

Dante Dabaghian

General Counsel

Mobile: 702-465-2668

Email: ddabaghian@ccea-nv.org



4230 McLeod Drive

Las Vegas, NV 89121

Office: 702 733 3063

Website: <http://ccea-nv.org/>

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

Sent: Monday, May 18, 2026 4:33 PM

To: Dante Dabaghian <ddabaghian@ccea-nv.org>

Subject: Re: May 21, 2026 MRC MEETING: M. ENGLISH, GRIEVANCE #2526-IND-008

Yeah I'll be making a presentation. Will I be able to ask the committee members any questions or am I only allowed to present information? How much time do I have?

I have a short slide show should I share my screen or email that to someone? Thank you.

Michael English

Adapted Physical Education Teacher

315-406-8773



On Mon, May 18, 2026 at 4:27 PM Dante Dabaghian <ddabaghian@ccea-nv.org> wrote:

Mr. English,

Attached are CCEA's policies and procedures pertaining to the Member Rights Committee and MRC meetings. You have the right to attend the meeting and make a presentation of your case. If you wish to make a presentation to the committee, please notify me as soon as possible via email at ddabaghian@ccea-nv.org. Please keep in mind that the MRC will only determine whether your case should move forward to arbitration. This is NOT an arbitration date. Please let me know if you have any questions.

Dante Dabaghian

General Counsel

Mobile: 702-465-2668

Email: ddabaghian@ccea-nv.org



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[Las Vegas, NV 89121](#)

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Website: <http://ccea-nv.org/>

Dante Dabaghian

From: Dante Dabaghian
Sent: Thursday, May 21, 2026 4:08 PM
To: 'Michael English'
Subject: RE: 5/21/26 MRC MEETING LINK: M. ENGLISH, GRIEVANCE #2526-IND-008

About to let you in now that everyone is here.

Dante Dabaghian
General Counsel
Mobile: 702-465-2668
Email: ddabaghian@ccea-nv.org

CCEA the union of teaching professionals
4230 McLeod Drive
Las Vegas, NV 89121
Office: 702 733 3063
Website: <http://ccea-nv.org/>

From: Michael English <michael.english1120@gmail.com>
Sent: Thursday, May 21, 2026 4:05 PM
To: Dante Dabaghian <ddabaghian@ccea-nv.org>
Subject: Re: 5/21/26 MRC MEETING LINK: M. ENGLISH, GRIEVANCE #2526-IND-008

Hey Dante,

Just making sure I'm not missing any part of the meeting. I've been in the waiting room. Thanks.

-Mike

On Thu, May 21, 2026 at 3:45 PM Dante Dabaghian <ddabaghian@ccea-nv.org> wrote:

Mr. English,

This is a reminder that CCEA's Member Rights Committee will convene at 4 PM today to discuss your grievance, #2526-IND-008. If you wish to attend the meeting and present your case, please use the link here: <https://us02web.zoom.us/j/89413180261?pwd=AJXVyW6Kosiv5RTy9nDQVyaEkvm732.1>

Dante Dabaghian

General Counsel

Mobile: 702-465-2668

Email: ddabaghian@ccea-nv.org



4230 McLeod Drive

Las Vegas, NV 89121

Office: 702 733 3063

Website: <http://ccea-nv.org/>

Dante Dabaghian

From: Dante Dabaghian
Sent: Friday, May 22, 2026 8:29 AM
To: 'Michael English'
Cc: Alex Shelton
Subject: MRC DECISION: M. ENGLISH, GRIEVANCE #2526-IND-008

Good morning, Mr. English,

The CCEA Member Rights Committee (MRC) held their meeting Thursday, May 21, 2026, where they reviewed your grievance, #2526-IND-008. You attended the meeting, gave a presentation, and were present for the staff presentation. This email is being sent to notify you that after the Committee's review of the case, their decision was to not move this grievance forward to arbitration.

Thank you,

Dante Dabaghian
General Counsel
Mobile: 702-465-2668
Email: ddabaghian@ccea-nv.org



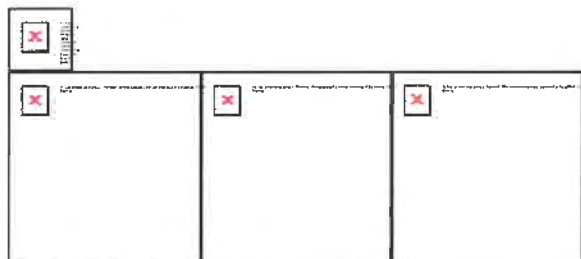
4230 McLeod Drive
Las Vegas, NV 89121
Office: 702 733 3063
Website: <http://ccea-nv.org/>

Dante Dabaghian

From: Galdino Griego [Desert Pines HS] <griegg@nv.ccsd.net>
Sent: Friday, May 22, 2026 12:51 PM
To: Dante Dabaghian
Subject: Fwd: FORMAL APPEAL: Member Rights Committee Decision - Michael English (Grievance #2526-IND-008)

Just incase this hasn't been shared with you yet

Galdino Griego
Activities Coordinator / Student Council Adviser
Student Services - Resource Room 402
Desert Pines High School
702.799.2196 X 3402
[Schedule an Activities Appointment](#)
WAN 0562-3402
griegg@nv.ccsd.net



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

From: Michael English [Auxiliary Services] <englim@nv.ccsd.net>
Date: Fri, May 22, 2026 at 9:19 AM
Subject: FORMAL APPEAL: Member Rights Committee Decision - Michael English (Grievance #2526-IND-008)
To: Kristan Nigro [Bell ES] <weistkn@nv.ccsd.net>, Galdino Griego [Desert Pines HS] <griegg@nv.ccsd.net>, Danny Price [Sunrise Mountain HS] <pricede@nv.ccsd.net>, Jessica Jones [Hickey ES] <jonesjl2@nv.ccsd.net>

To the CCEA President, Officers, and Members of the Executive Board,

I am writing to formally appeal the Member Rights Committee's (MRC) decision, issued via email on May 22, 2026, denying Association support to advance Grievance #2526-IND-008 to binding arbitration.

As a dedicated, dues-paying Special Education educator, I am requesting that the Executive Board review this file. The staff recommendation presented to the MRC contains severe logical errors, fundamentally misinterprets our negotiated contract text, and sets a dangerous precedent that actively harms the professional status of many teachers across Clark County.

I ask the Executive Board to overturn this denial and advance this grievance to arbitration based on the following grounds:

1. The Contract Language Controls the Remedy, Not Unwritten Statutory Intent:

The staff recommendation spent the vast majority of its analysis citing Assembly Bill 398's baseline text regarding the term "Teacher of Record." Crucially, the staff memo admits that during negotiations, CCEA and CCSD "memorialized the requirements of AB 398 into the contract's provisions." Once those terms were negotiated into Article 26-19 of the Collective Bargaining Agreement (CBA), the strict text of the contract governs. The term "Teacher of Record" does not exist anywhere in Article 26-19. The contract states that all Special Education teachers who spend the majority of their time instructing students in a classroom environment are eligible. Staff cannot retroactively rewrite clear contract language to cover for a data-mapping error by the District.

2. Blatant Disparate Treatment Handled with Staff Silence:

During the hearing, I presented factual evidence that multiple itinerant specialists within my exact department, operating under the identical central routing codes and job descriptions, have already been paid this differential by the District. When I pointed out to the committee that a "no" vote on my grievance implies that the union must demand the District claw back those funds from my peers, Association staff fell completely silent. The selective enforcement of an unwritten statutory restriction against me while my peers are paid constitutes clear disparate treatment under labor standards.

3. Severe Procedural Violations During the MRC Hearing:

Finally, the integrity of the hearing itself was fundamentally compromised by staff overreach. Under the written MRC guidelines, I am explicitly guaranteed the right to be accompanied by up to three representatives or witnesses. Prior to the meeting, General Counsel Dante Dabaghian actively blocked my two designated silent administrative note-takers—including a sitting member of the Nevada State Board of Education—from entering the Zoom room by inventing an unwritten staff "pre-vetting" rule. Furthermore, throughout my presentation, the actual educator-members of the MRC sat with their cameras off and did not engage with the evidence, allowing hired staff to completely direct and control the proceedings.

I did not receive a fair or rigorous evaluation of my contract rights by a committee of my peers; I received a unilateral administrative rejection by staff trying to limit the scope of a contract they signed.

I respectfully request that the Executive Board place this appeal on the agenda for its next meeting, allow me to present the clear text of Article 26-19, and vote to protect the integrity of our contract by advancing this case to arbitration.

Thank you for your time, leadership, and continued service to our members.

Sincerely,

Michael English
Adapted Physical Education Teacher
315-406-8773

Dante Dabaghian

From: Michael English <michael.english1120@gmail.com>
Sent: Friday, May 22, 2026 2:19 PM
To: Dante Dabaghian
Subject: Re: M. English, Grievance #2526-IND-008 Executive Board Appeal

Given the strict statutory timelines associated with contract grievances and external labor board filings, please confirm by the end of next week if a special session will be called to hear outstanding member appeals before the end of the school fiscal year. Thank you.

-Mike

On Fri, May 22, 2026 at 2:03 PM Dante Dabaghian <ddabaghian@ccea-nv.org> wrote:

Hi Michael,

The CCEA Executive Board has received your request to appeal the MRC's denial of your Grievance #2526-IND-008, for arbitration. At this point in time, there is no Board meeting scheduled, but you will be informed of the next meeting date and of any available time slots.

Thank you,

Dante Dabaghian

General Counsel

Mobile: 702-465-2668

Email: ddabaghian@ccea-nv.org



4230 McLeod Drive

Las Vegas, NV 89121

Office: 702 733 3063

Website: <http://ccea-nv.org/>

EXHIBIT E

CLARK COUNTY SCHOOL DISTRICT
INDEPENDENT GRIEVANCE FORM
COMPLAINT BY THE AGGRIEVED

Aggrieved: Michael English

Home Address of Aggrieved: 1692 Wicklow Way, Henderson, NV 89014

Administrator: Leinell Lasike Work Location: 130

Date Grievance Occurred: 4/16/26

STATEMENT OF GRIEVANCE AND TERMS OF PROVISIONS OF MASTER AGREEMENT,
SCHOOL, POLICY OR ADMINISTRATIVE REGULATION ALLEGEDLY VIOLATED.

The district is misapplying Article 26-19-6 by denying the \$5,000 differential based on administrative payroll coding rather than functional duties.

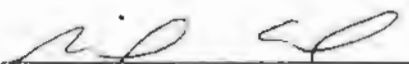
Any and all other applicable articles, policies, rules, regulations and other related matters.

See attached statement of fact.

Action Requested:

As remedy to the above grievance, Michael English requests the following:

- 1) See attached relief sought.
- 2)
- 3)


Signature

4/17/26
Date

member at large filing

c: Building Administrator

Article 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".

Article 4-3-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..."

Article 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".

Article 26-19-6: "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. 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.

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".

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

Statement of Fact:

1. The Grievant is a licensed Special Education teacher who spends a majority of his assigned duties providing direct instruction to students in a classroom and is 100% assigned to Title I school sites.
2. Article 26-19-6 of the 2025-2027 Negotiated Agreement states that for the 2025-2026 school year, Special Education teachers in Title I schools are eligible for a \$5,000 differential regardless of the school's vacancy threshold.
3. The District is denying this benefit based on the Grievant's "Central Assignment" administrative code.
4. Article 1-2 defines "Teacher" as all licensed staff. Article 4-3-B explicitly recognizes that teachers may have assignments that are "not school-based" (itinerant). The Grievant asserts that contractual eligibility for the Article 26-19 differential is determined by the functional nature of the work performed and the location of service, rather than the administrative payroll code assigned by the District for its own internal convenience.
5. The Grievant has been recognized as being on the "2 year track" for the Professional Growth System (PGS) because of his assignment to 100% Title I schools for the last four years. It is a misapplication of the contract to classify the Grievant as a "Title I Teacher" for one purpose while reclassifying them as "Central Staff" for another in order to deny negotiated compensation.
6. Denying the differential based on a payroll code—which the Grievant has historically requested to change to a "Home School" designation without success—constitutes an arbitrary and capricious application of the Negotiated Agreement.

Relief Sought:

1. Awarded payment of the \$5,000 differential for the 2025-2026 school year.
2. A formal determination that the Grievant's position meets the eligibility criteria for the 2026-2027 school year as mandated by the carry-over language in Article 26-19-7.
3. Harmonization of the Grievant's status across all contract articles (PGS and Compensation) to ensure consistent treatment as a licensed Title I Special Education Teacher.

EXHIBIT F

April 29, 2026

Michael English
1692 Wicklow Way
Henderson, NV 89014

RE: Grievance No. 2526-IND-008 (Differential Pay)

Dear Mr. English:

You, Janelle Sazon-Valdez, Director II, Licensed Contracting Services; and I met on Tuesday, April 21, 2026, regarding the above-referenced matter.

You alleged a violation of the following provisions of the Negotiated Agreement between the Clark County School District and the Clark County Education Association:

Article-1 Definitions
Article 4 Grievance and Arbitration Procedure
Article 26 Professional Compensation

Having heard your presentation, you failed to establish a violation of the negotiated Agreement; therefore, the grievance is denied.

Sincerely,



Mollie Hall, Director III
Employee-Management Relations

MH:lr
c: Janelle Sazon-Valdez

EXHIBIT G

Status

▼

First & Last

▼

english, michEMPID

▼

Assigned To: (all)

▼

Q Assigned Notes

Q Completed Notes

Q Assigned Cases

Controls

▼

EMPID
Last
School
Job Class

First

83114
ENGLISH
AUXILIARY INSTRUCTIONAL SVCS
6000 - ADAPT PHYS ED

MICHAEL

1 - 1 of 1 (1 pages)

	1	,	
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Info

1

 Notes Roles Events Assessments Cases Dues History PLP-NB Documents Historical

EDIT PRINT

Contact Info

First Name	Middle	Last Name
MICHAEL	P	ENGLISH

Address
1692 WICKLOW WAY

HENDERSON	NV	89014
City	State	Zip

Contact Settings:

☒ No Emails

☒ No Calls

☒ No Mail

Personal Email:
SUBSCRIBED
michael.english1120@gmail.com

Work Email:
SUBSCRIBED
ENGLIM@NV.CCSD.NET

Google Classroom Email:
michael.english1120@gmail.com

Phone	Cell
	315 406-8773

Alt Phone	Alt Phone 2

Personal Details

Membership Type	Field Rep	OTS
MEMBER - FULL TIME ▼	lwest	vhuang
EMPID	CCSD ID	
83114	10069010	
Worksite	Worksite Phone	Room
AUXILIARY INSTRUCTIONAL SVCS - T95 ▼		
Exec Board Zone	Trustee	Region
5	D	

1 - 1 of 1 (1 pages)

EXHIBIT H

CCEA

Clark County Education Association

the **union**
of teaching
professionals

Constitution & Bylaws

Amended by ARC 4/28/2026

CONSTITUTION & BYLAWS
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ARTICLE V EXECUTIVE BOARD

Section 1. COMPOSITION

- A. The CCEA Executive Board shall consist of fifteen (15) members distributed in the following manner:
1. Four (4) Executive Officers (President, Vice President, Secretary, and Treasurer)
 2. Ten (10) Executive Board Members elected from five (5) geographic zones that are roughly equal in CCEA member population. Each zone will elect two (2) Executive Board Members, one with a "Seat A" designation and the other with a "Seat B" designation.
 3. One (1) Executive Board Member/Other Licensed Personnel Member elected by their peers.
- All elected Members to the Executive Board are voting members.

Section 2. ELIGIBILITY

- A. CCEA membership shall be held for at least one (1) fiscal year immediately preceding the time of seating to qualify for the Executive Board Member position.
- B. Membership must be maintained throughout the term of office without a break in service.
1. Break in service includes:
 - a. Retirement
 - b. Termination
 - c. Resignation
 - d. Leave of Absence (other than CCEA, Legislative Service, or leaves protected under Federal and State Law)
 - e. Otherwise, no longer employed as licensed personnel at CCSD
 - f. Drop-in membership.
 2. Where an elected Board Member is no longer eligible under Article V, Section 2 of the Bylaws, a vacancy will occur and must be filled pursuant to Article V, Section 8 of the Bylaws.
- C. Student Members **are not** eligible to vote for or be elected to the Executive Board of the Association, except that the Executive Board of the Association may create non-voting positions for such members.
- D. No members of the National Education Association- Southern Nevada (NEA-SN), the Nevada State Education Association (NSEA), the National Education Association (NEA), or any other organizations hostile to, or otherwise seeking to cause harm to, CCEA, may hold a position on CCEA's Executive Board. Any existing Executive Board member who currently holds or in the future obtains or attempts to obtain membership in the NEA-SN, NSEA, NEA, or any other organization hostile to, or otherwise seeking to cause harm to, CCEA, shall be subject to immediate removal from office. Such removal is not appealable.

Section 3. OATH OF OFFICE

All elected Executive Board Members must take an Oath of Office before their term of office begins and shall comply therein.

Section 4. POWERS AND RESPONSIBILITIES

Executive Board Members shall:

- a. attend Executive Board meetings.
- b. attend Association Representative Council meetings.
- c. manage the affairs of the Association, including making CCEA political endorsements for local, state, and federal candidates who appear on the ballot in Clark County.

have been endorsed by the Association.

- e. oversee the implementation of policies established by the Association Representative Council
- f. make final decisions on the admission of applicants to CCEA.
- g. suggest policies and amendments to the Association Representative Council for consideration.
- h. retain legal counsel as deemed necessary.
- i. attend Member Assembly Meetings and General Membership Meetings
- j. foster relationships with State Legislators. Clark County Commissioners and the CCSD Board of Trustees.
- k. review the performance of the CCEA President and Vice President annually and provide the President and Vice President feedback, which may include censure, with a majority vote for failing to carry out the responsibilities listed in Article IV, Section 5-A-1.
- l. perform such other duties as assigned by the Executive Board, Association Representative Council, or other duties designated in the Executive Board policy.
- m. run endorsement process for elected officials.
- n. Work with the Executive Director to create Strategic Work Groups when needed for the purpose of primarily advancing the strategic work of CCEA. Such Strategic Work Groups shall include a limited number of members of the Executive Board who are selected by the Executive Director for their areas of expertise and interest, as well as a focus on appointing other strategic member leaders of CCEA. At each Executive Board meeting, Strategic Work Groups shall make a detailed written and verbal report describing all work performed.

Section 5. TERM OF OFFICE

- A. The CCEA Executive Board Member is an elected office with a four-year term of service beginning in 2020 and thereafter. Executive Board Members/Seat A positions will have a temporary three (3) year term for the 2019 election.
- B. An Executive Board Member elected in 2020 and thereafter shall not serve more than two terms. Those Seat A Executive Board Members who were elected to a three (3) year term in 2019 can only serve one (1) more term.
- C. The term of the Executive Board Member begins on August 1st in the year that the election for that Executive Board seat has occurred.

Section 6. NOMINATIONS

- A. Nominations for Executive Board Members shall occur at the designated Association Representative Council. The elections committee shall establish nominating procedures.
- B. Persons seeking nomination for an Executive Board Member seat shall be employed at a work site within the zone from which the election is sought.
- C. Prior to submitting for a nomination to the Executive Board, nominees shall attend a training created by the Executive Director and/or staff that outlines the responsibilities of Board Members.

Section 7. ELECTIONS

- A. The Election of Executive Board Members shall occur in the year the election is scheduled.
 - 1. Elections for the offices of Executive Board Member/Seat B and OLP will be conducted in 2020 and every four years thereafter.
 - 2. Election for the office of Executive Board Member/Seat A shall be conducted in 2022 and every four years thereafter. A special term of three years will apply to Executive Board Member/Seat A in the 2019 election.

- prescribed by the Election Committee and adopted by the Association Representative Council.
- C. CCEA members will elect executive board members according to their respective zones via a secret ballot online vote conducted by the Association.
 - D. Executive Board Members shall be elected by a plurality of votes cast.
 - E. If the number of candidates equals the number of positions to be filled, the President shall declare such candidates elected directly after nominations close.

Section 8. VACANCIES

- A. Vacancies within the elected Executive Board Members shall be filled by an election in the Association Representative Council for the remainder of the term.
- B. The vacancy shall be announced at the Association Representative Council meeting that immediately follows the vacancy determination.
- C. The election to fill the vacancy shall occur at the Association Representative Council meeting following the meeting at which the vacancy is announced.
- D. If an elected Executive Board Member voluntarily transfers out of their zone, then the position shall become vacant, and Section 8, subparagraph A, takes effect.
- E. If an elected Executive Board Member is involuntarily transferred out of their zone, then the position is not declared vacant, and that member shall serve out the term to which they were elected.
- F. A member elected as an Executive Board Member to fulfill the term of a vacated seat in the first half of the term will be eligible to run for one additional term; if elected in the second half of the term, the member will be eligible to run for two additional terms.
- G. An Executive Board Member's position shall be considered vacant upon four (4) absences from Executive Board meetings within the Association's fiscal year without prior approval from the President and a majority vote of the Executive Board. Such an event will be announced at the next Association Representative Council meeting, and upon such a vacancy, Section 8, subparagraph (A), takes effect.
- H. An Executive Board member's position shall be considered vacant upon (3) three absences from Association Representative Council meetings within the Association's fiscal year without prior approval from the President and a majority vote of the Executive Board. Such an event will be announced at the next Association Representative Council meeting, and upon such a vacancy, Section 8, subparagraph (A), takes effect.

Section 9. Onboarding

In the summer immediately following an election for the Executive Board, the Board member(s) elected shall complete the following onboarding programs created or coordinated by the CCEA Executive Director and/or staff.

- a. Robert's Rules of Order
- b. Fiduciary Responsibilities
- c. Non-profit governance/Organizational Education
- d. Public Speaking
- e. Advocacy
- f. Strategic planning
- g. Policy Education
- h. Political Education
- i. History of CCEA
- j. Recruitment and Development of Building Leaders

ARTICLE VII COMMITTEES

Section 1. STANDING COMMITTEES

Each Standing Committee shall have a purpose, procedures, and a chairperson. The Standing Committees of the Association, whose members and chairpersons are elected or appointed by the President with the consent of the Executive Board and confirmation of the Association Representative Council, are as follows:

- A. Budget Committee
- B. Bylaws & Policy Committee
- C. Elections Committee
- D. Education Policy and Research Committee
- E. Media Moderation Committee
- F. Member Rights Committee
- G. Negotiations Committee
- H. Professional Growth System Committee
- I. Scholarship Committee
- J. Sick Leave Pool Committee
- K. Special Education Committee
- L. Community Outreach and Engagement Committee

Section 2. PURPOSE

The purposes of Committees are:

- A. To carry out important aspects of CCEA's work; and
- B. To train and develop current and future CCEA leaders.

Section 3. COMMITTEE BUDGETS

- A. In March of every year, Committee Chairs shall meet with the President, Treasurer, and CCEA's Executive Director to present any budget requests for their work that would be incorporated into CCEA's budget for the following school year.

Section 4. Committee of the Whole

- A. The Committee of the Whole shall be made up of Chairs of the Committees listed in Section 1 above. It shall be chaired by CCEA's President.
- B. The Committee of the Whole shall meet at the call of the President at the beginning of a new school year and at the end of that school year. The purpose of said meeting shall be to go over each committee's work. The President shall prepare a report for the CCEA Executive Board after each meeting detailing the Committee of the Whole's activities. If no activity has taken place, the report should explain why.

Section 5. REPORTS

Committee chairpersons or their designees shall make a detailed written and verbal report to the Association Representative Council and Executive Board at each of their November and April meetings, or more upon the request of either body. If no activity has taken place, the report should explain why.

Section 6. COMMITTEE MEMBERS AND APPOINTMENT

The CCEA President, with the consent of the Executive Board, shall appoint all committee members and chairpersons with the confirmation of the Association Representative Council. Each Standing Committee should promote and support the diversity that is representative of CCEA's membership. Standing Committee members shall be members of the Association Representative Council and possess voting privileges in the ARC.

Section 7. SPECIAL COMMITTEES

Special Committees may be requested by a petition of a minimum of twenty-five (25) members. Special Committees may be created by a majority vote of the Executive Board and the Association Representative Council. The appointment and confirmation of members to Special Committees shall follow the same procedure as Standing Committees.

Section 8. COMMITTEE MEETINGS

All regular and special meetings of Committees may be held by telephone conference or through other electronic communications media so long as all the participating members can hear each other and act simultaneously.

POLICY HANDBOOK

CCEA

Clark County Education Association

the **union**
of teaching
professionals

Revised August 26, 2025

**CCEA POLICIES
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I. POLICY ADOPTION PROCEDURES

The procedure for policy adoption is as follows:

1. The policy must be in writing and submitted to the Bylaws & Policy Committee for review.
2. The written policy will be sent to ARC members at least ten (10) business days prior to the ARC meeting at which the proposed policy change is presented for discussion, questions, debate, and voting.
3. The policy will be effective immediately upon adoption unless otherwise stated.

2/25/25

EBD

2. A Photo ID will be required to verify a match to the letter being dropped off by the member.
3. May participate in an Exit Interview.

7/9/18

EBD

B. ASSOCIATE MEMBERSHIP

Association

1. Associate Membership Benefit Criteria

- A. Publications
- B. Email Alerts
- C. CCEA Event Sponsorship
- D. Recognition in publications and web page
- E. Attendance at CCEA meetings by invitation of the President or designee

5/21/12

ARC

2. Association Roles Membership

A member whose employment with CCSD terminates and then is rehired will still be eligible to hold leadership or committee roles so long as they have not dropped their membership other than through the termination of their employment.

4/23/24

ARC

3. Membership Application

Membership Applications shall be scanned and uploaded to the members' files.

3/25/25

ARC

C. MEMBER RIGHTS - ARBITRATION

Executive Board

1. Responsibilities

- A. It is the responsibility of the Member Rights Committee (MRC) to make determinations relating to the disposition of grievances that have been processed through the Grievance Process as described in the Collective Bargaining Agreement (CBA) between the Clark County Education Association (CCEA) and the Clark County School District (CCSD).
- B. The MRC will, after a hearing, determine whether the grievance shall be taken to final arbitration.
- C. The MRC is under no obligation to further any grievance to arbitration.

2. Proceedings regarding cases filed by the Association:

- A. Grievances resulting from a dispute relating to the Collective Bargaining Agreement (CBA) that have completed Level 2 of the Grievance Process are to be brought before the MRC for disposition. Grievances related to admonitions that were accompanied by a suspension will not be brought before the Member Rights Committee.
- B. Association Staff shall prepare a report outlining pertinent information relating to the grievance. The report will include a recommendation on whether to proceed to binding arbitration.
- C. The Grievant will be notified of the time and place of the hearing and whether the Association Staff recommends arbitration.
- D. During the hearing, the Association Staff will present oral/written arguments supporting the recommendation. The Association Staff may make a presentation lasting no more than twenty (20) minutes. Upon conclusion of the presentation, committee members may ask pertinent questions of the staff member.

11/5/22, 4/23/24

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- E. The Grievant may be present during the staff presentation. The Grievant and any witness accompanying the Grievant will remain silent and not interrupt the proceedings unless specifically asked to respond to a question or a point of information by the Chairperson of the Committee.
- F. The Grievant will have the opportunity to present information to either support or challenge the staff recommendation for case disposition. The Grievant may make a presentation lasting no more than ten (10) minutes. However, the Grievant can request an additional ten (10) minutes from the MRC to present their case upon expiration of the original ten minutes. The MRC has sole discretion in granting this request.
- G. The Grievant may present oral/written evidence/arguments. The Grievant may be accompanied by up to three (3) witnesses or representatives. Upon the conclusion of the presentation, committee members may ask pertinent questions of the Grievant and/or witnesses.
- H. Prior to deliberations, member(s) of the MRC may ask pertinent questions of the Association Staff.
- I. Upon completion of all oral/written evidence/presentations, the MRC will, in a closed session, deliberate the case and make a determination whether or not to proceed to binding arbitration. The MRC shall forward a written finding to the grievant within ten (10) calendar days of its decision. It is permissible for the MRC to table a case until the next scheduled meeting and render a decision at that time.
- J. Upon a majority vote of the MRC, time limits and/or witness representative limits may be waived.
- K. If the Grievant fails to attend the MRC meeting and does not notify the CCEA staff liaison at least twenty-four (24) hours prior to the meeting, the Grievant waives his/her right to appeal the MRC's decision. In the event of an emergency that prevents the Grievant from providing the required twenty-four-hour notice, the Grievant may request that the MRC waive this rule and hear their case.

3. Proceedings regarding cases filed by an individual

- A. A copy of the grievance(s) filed by an individual member of the bargaining unit, along with copies of supporting documents and a summary of their argument, shall be provided by CCEA within thirty (30) days following the appeal of the grievance to arbitration.
- B. Association Staff shall prepare a report outlining pertinent information relating to the grievance. The report will include a recommendation on whether to proceed to binding arbitration.
- C. The Grievant will be notified of the time and place of the hearing and whether the Association Staff recommends arbitration.
- D. During the hearing, the Association Staff will present oral/written arguments supporting the recommendation. The Association Staff may make a presentation lasting no more than twenty (20) minutes. Upon conclusion of the presentation, committee members may ask pertinent questions of the staff member.
- E. The Grievant may be present during the staff presentation. The Grievant and anyone accompanying the Grievant will remain silent and not interrupt the proceedings unless specifically asked to respond to a question or a point of information by the Chairperson of the Committee.
- F. The Grievant will have the opportunity to present pertinent information to either support or challenge the staff recommendation for case disposition. The Grievant may make a presentation lasting no more than ten (10) minutes. However, the Grievant can request an additional ten (10) minutes from the MRC to present their case upon expiration of the original ten minutes. The MRC has sole discretion in granting this request.

The Grievant may present oral/written evidence/arguments. The Grievant may be accompanied by up to three (3) witnesses or representatives. Upon the conclusion of the presentation, committee members may ask pertinent questions of the Grievant and/or witnesses.

- G. Prior to deliberations, members of the MRC may ask pertinent questions of the Association Staff.

- H. Upon completion of all oral/written evidence/presentations, the MRC will, in a closed session, deliberate the case and make a determination whether or not to proceed to binding arbitration. The MRC shall forward a written finding to the Grievant within ten (10) calendar days of its decision. It is permissible for the MRC to table a case until the next scheduled meeting and render a decision at that time.
- I. Upon the majority vote of the MRC, time limits and/or witness representative limits may be waived.
- J. If the Grievant fails to attend the MRC meeting and does not notify the CCEA staff liaison at least twenty-four (24) hours prior to the meeting, the Grievant waives his/her right to appeal the MRC's decision. In the event of an emergency that prevents the Grievant from providing the required twenty-four-hour notice, the Grievant may request that the MRC waive this rule and hear their case.
- K. Grievances related to admonitions that were accompanied by a suspension will be treated as a suspension under Paragraph D of this Article and will not be brought before the Member Rights Committee.

11/5/22
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4. Appeal Procedure

- A. In the event the Grievant is present at the MRC meeting and discovers new information that the Grievant believes the MRC should consider, he or she may appeal to the Association's Executive Board. The said request for reconsideration of the MRC's decision must take place within thirty (30) days of the MRC decision. New information is any information that was unknown or unavailable at the time of the MRC vote.
- B. The MRC Chairperson or designee will submit a report to the Executive Board summarizing the committee's deliberations/determination of the case on appeal.
- C. If the Grievant fails to attend the appeal hearing and does not notify the CCEA President at least twenty-four (24) hours prior to the hearing date, the appeal shall be denied. In the event of an emergency that prevents the Grievant from providing the required twenty-four-hour notice, the Grievant may request that the MRC waive this rule and hear their case.
- D. If the Association Staff has new information, as defined in Section 4.A. above, the Association staff may, at any time, request that the MRC reconsider its earlier vote to arbitrate the Grievant case.

5. Confidentiality

- A. All proceedings of the MRC shall be held in closed session and, with the exception of required minutes, shall remain confidential.
- B. Except as required by the bylaws of CCEA, all appeals to the CCEA Executive Board shall be held in closed session and, with the exception of required minutes, shall remain confidential.

6. Funding

- A. MRC's decision to arbitrate does not determine funding.
- B. Funding for the arbitration of suspension(s) and/or dismissal(s) will be determined by the CCEA Legal Services Program Policy and Procedures.
- C. If MRC determines that a grievance shall go to arbitration, the grievance arbitration will only be funded if the grievant was a member at all times of the occurrence (i.e. the act or series of acts that lead to the grievance) and shall not have voluntarily terminated membership prior to and up to the decision of the arbitrator.
- D. Grievant(s) who do not meet the criteria in 6.C. shall pay for the arbitration according to the CCEA's fee schedule as contained in Section 6. E.

- E. If the Grievant does not qualify for funding but wishes to have the case proceed through arbitration, then the Grievant shall be required to submit a fee to CCEA in the amount of \$3,600.00 no later than sixty (60) days prior to the arbitration hearing. This fee is to cover staff time and administrative costs at a rate of \$100.00 per hour for thirty-six (36) hours of preparation and advocacy. Time in excess of thirty-six (36) hours, as well as related expenses such as the cost of obtaining witnesses, shall be charged to and paid by the Grievant within thirty (30) days of billing by CCEA. An additional fee in an amount equal to one-half (1/2) of the anticipated arbitrator's fee for hearing days and deliberation, plus one-half (1/2) of the anticipated cost of a court reporter, shall also be submitted to CCEA no later than sixty (60) days prior to the arbitration hearing. Should the Grievant's half of the arbitrator's and/or court reporter's fees be less
- F. than the amount submitted, then the excess shall be returned to the Grievant. Similarly, the Grievant shall be responsible for one-half (1/2) of any fees and costs charged by the arbitrator and/or court reporter in excess of that already submitted by the Grievant.

1/25/11
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EXHIBIT I

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1 5. The MRC is a member-led CCEA committee. All of its members are current
2 employees of CCSD who are teachers or otherwise part of the bargaining unit represented by
3 CCEA. Members of the MRC are appointed by the CCEA President for 1-year terms, and are
4 confirmed by members of CCEA's Association Representative Council. The purpose of the
5 MRC is to hold a hearing for grievances filed by CCEA or by individual employees that allege
6 violations of the Negotiated Agreement between CCEA and CCSD, and to determine whether or
7 not the grievance should proceed to final and binding arbitration. This is an important task
8 because it determines which grievances CCEA, in its defense of the Negotiated Agreement,
9 should pursue based on the merits so as to make the best usage of both time and member dues
10 money. The committee exists to evaluate the merits of each grievance that comes before it,
11 because if CCEA were to arbitrate every grievance regardless of its strength, its docket would be
12 clogged with weak cases and its resources would be wasted. Committee members are expected to
13 take their roles seriously, vote on grievances solely based on their assessment of the merits of the
14 case, and come to the meeting prepared and knowledgeable of the case or cases heard for a given
15 meeting. At the beginning of each school year, all committee members are required to attend a
16 training put on by CCEA outlining the above expectations.

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20 6. CCEA's Policies and Procedures ("Policies"), in combination with past practices,
21 govern the MRC's procedures, including how a presentation of a grievance by both staff and the
22 grievant is to be conducted, and how grievances are decided upon for further action.

23
24 7. The members of the MRC elect its own chair. Through this process, I was elected
25 unanimously as the Chair of the Committee on February 19, 2026. The role of the chair is to run
26 the meeting. This entails, but is not limited to, facilitating and guiding discussion on grievances
27 that come before the Committee, explaining the procedures of the meeting to the grievant,
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1 keeping track of time and making sure the meeting remains on schedule, soliciting questions
2 from both staff and the grievant, and calling for motions and votes. CCEA's General Counsel
3 also attends every MRC meeting to assist with procedures, provide legal guidance on cases, and
4 answer Committee members' questions pertaining to the cases that come before them.
5

6 8. The MRC has pre-scheduled meetings each month with a set amount of grievances that
7 are to be heard by the Committee for deliberation and decision. At the time of the events giving
8 rise to the subject matter in this Affidavit, the MRC had already received its case materials for
9 the final scheduled meeting of the year. However, the Committee on May 13, 2026 scheduled a
10 special, additional meeting for May 21, 2026 to hear Mr. English's grievance in the interest of
11 issuing a decision on his case before the school year ended, as the Committee does not meet
12 during the summer months.
13

14 9. In preparation of MRC meetings, CCEA staff provide the Committee members with a
15 copy of the grievance, and all evidence that may be relevant to the case, into a single "packet."
16 Staff also provide a recommendation on whether or not they believe the MRC should vote to
17 move the grievance to arbitration. Staff recommendations are not binding on the MRC; the
18 Committee can, and has before, voted against the staff recommendation for multiple cases,
19 including to proceed to arbitration where a staff member recommended that the case did not
20 proceed. This same procedure was the case with the hearing for Mr. English's grievance. In
21 preparation of the hearing, I reviewed Mr. English's independent grievance form that he
22 submitted to CCSD, CCEA General Counsel Dante Dabaghian's ("Dabaghian") staff
23 recommendation, Article 26-19 of the current Negotiated Agreement, and a copy of the text of
24 Assembly Bill 398 ("AB 398") from the 2025 Legislative Session as enrolled. While I am not
25 sure if every single committee member read through all of the materials in the packet in advance
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1 of the meeting, or went through the same review process I did, members of the MRC are heavily
2 expected to have read through these materials to contribute to the discussion of the grievance
3 during deliberations and to make an informed decision when it is time to vote on whether the
4 case should proceed to arbitration.

5
6 10. Staff are responsible for the administrative and logistical functions surrounding MRC
7 meetings, including notifying the grievant of the presentation date of their grievance, distributing
8 the CCEA Policies to the grievant, communicating the Committee's decision on whether or not
9 to proceed to arbitration to the grievant, and coordinating with the grievant on the admittance of
10 relevant witnesses into the hearing. They do not "run" the meeting, however, they are in
11 attendance at these meetings so as to provide guidance to the Committee on the legal and
12 contractual authorities making up the grievance, and to explain and answer questions pertaining
13 to the recommendation they have written for the grievances. Their performance of these roles
14 and their attendance at these meetings are incredibly useful for the MRC, because as full-time
15 teachers, we on the Committee do not have the expertise or bandwidth to handle all of these
16 functions on our own.

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19 11. The CCEA Policies allow for a grievant to bring up to three witnesses with them to
20 the meeting. In order to most effectively make use of both the Committee and the grievant's
21 time, the MRC only allows individuals pertinent to the grievant's case, usually someone who is
22 at least currently employed at CCSD, into the meeting to serve as witnesses. The final decision to
23 admit individuals as witnesses to these proceedings rests with the Committee. Prior to the
24 meeting, Mr. English had informed Mr. Dabaghian that he would like to have Anna Binder and
25 Annette Owens as witnesses for the case. Mr. Dabaghian researched these individuals, and
26 believed that neither individual would be relevant to the presentation of his case, as neither were
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1 currently employed at CCSD, nor were they relevant to the substance of his grievance, which
2 alleged that he was wrongfully denied extra compensation for teachers assigned to hard-to-fill
3 positions under Article 26-19. Mr. Dabaghian through his investigation, found out that Owens
4 had not been employed at CCSD since 2018, and Binder has not, to his knowledge, ever been
5 employed at CCSD. Mr. English was unable to demonstrate that either of the two were involved
6 in the drafting of either AB 398 or the bargaining of Article 26-19 of the Negotiated Agreement.
7 In his capacity as the staff member charged with coordinating with the grievant on the
8 admittance of witnesses for their case presentation to the MRC, Mr. Dabaghian informed Mr.
9 English that these two individuals could not serve as witnesses for these proceedings for the
10 reasons above, and to best promote the efficiency of the meeting and time of the Committee
11 members, who again were full-time teachers still working during the school year. Mr. Dabaghian
12 discussed this issue relating to the witnesses to me, pointing out that they were not relevant to
13 Mr. English's grievance, and I concurred with his judgment. From my knowledge and past
14 experience as both Chair of the MRC and as a Committee member, this Policy has always been
15 enforced this way, and this is the way the Policy is enforced for every educator who elects to
16 present their grievance before the Committee.
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20 12. The MRC held their specially scheduled meeting on May 21, 2026 to determine
21 whether or not CCEA would proceed to arbitration for Mr. English's grievance. Like every MRC
22 meeting, it was held virtually. In attendance were myself and four of the other five committee
23 members, all CCSD educators and CCEA members. Also in attendance were Mr. English, Mr.
24 Dabaghian, and CCEA Chief of Staff Alex Shelton ("Shelton"). The CCEA Policies do not give
25 specific rules pertaining to whether cameras need to be on for virtual meetings. Although staff
26 has recommended that committee members keep their cameras off while the grievant is in the
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1 meeting for their safety and to avoid possibly harmful identification and/or harassment, it is a
2 matter of personal preference whether a given committee member wants their camera on or off. I
3 and a couple of other committee members had our cameras on, while some others had their
4 cameras off. This is typical of all grievances that come before the MRC where the grievant
5 attends to make a presentation, and I do not recall Mr. English objecting to members having their
6 cameras off at the time of his presentation, nor requesting "verification" that the Committee
7 members were "physically present" or "paying attention" during the meeting.

9 13. Typically when hearing a case, the grievant, if in attendance, presents first, and then
10 the staff member who made the recommendation for the case presents. However, Mr. English
11 indicated to Mr. Dabaghian before the meeting that he wanted to be present for the staff
12 presentation, so he and the Committee obliged. Once Mr. English entered the meeting, he asked
13 Mr. Dabaghian why his requested witnesses were not there. Mr. Dabaghian explained again that
14 they were not relevant to his case. Myself and the rest of the Committee concurred and we
15 proceeded with the hearing. I gave him my name, explained to him what the MRC is and does,
16 and how the hearing will proceed.

18 14. As requested by Mr. English, Mr. Dabaghian first gave his presentation based on his
19 staff recommendation that the grievance not proceed to arbitration. Mr. Dabaghian, in short,
20 argued that Mr. English: 1) is not employed in a "hard-to-fill position" as defined by Section 2 of
21 AB 398; and 2) was employed in a centrally-assigned, itinerant Physical Education position that
22 CCEA and CCSD agreed was not a part of the positions that were qualified to receive the
23 funding from the Bill. Mr. English was present for the entirety of this presentation.

24 15. Mr. English then gave his presentation. He put together a slideshow explaining his
25 case, which he had Mr. Dabaghian screen share the presentation to the entire Committee. He
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1 argued, in short, that he was entitled to the funding from the Bill, and that him being a centrally
2 assigned employee on an itinerant basis was merely a matter of administrative payroll coding
3 that was irrelevant to his qualifications for the money based on the language of Article 26-19. He
4 claimed that others in his department had received the money, and so he should receive it too
5 because he argues that he is a Special Education teacher.
6

7 16. After Mr. English's presentation, multiple questions were asked of him from different
8 Committee members relating to his case. One Committee member from my memory asked him
9 which schools he was assigned to as an itinerant employee, and whether each of these schools
10 had a Title One designation. Another Committee member from my recollection asked what site
11 or sites the employees he claims received the money were assigned to. Another question was
12 asked relating to the kind of duties he performed as an Adaptive Physical Education teacher
13 assigned by CCSD to multiple sites on an itinerant basis. Mr. English named one other person
14 who was assigned to a specific Title I school site and was therefore a "teacher of record" within
15 the definition of AB 398, which was another requirement to receive funding under the Bill. Per
16 CCEA and CCSD's negotiations and mutual understanding, teachers assigned to multiple school
17 sites on an itinerant basis cannot be considered a "teacher of record" within the definition of AB
18 398, therefore they would not be qualified to receive the funding.
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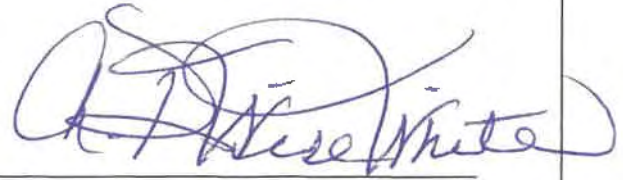
21 17. Mr. English had asked during the meeting where the term "teacher of record" is
22 coming from. Mr. Dabaghian responded by walking him through the funding requirements of
23 AB 398, which again provides the baseline requirements from the Legislature for which
24 employees may receive its funding. He explained to Mr. English that one of the requirements to
25 receive funding from the Bill is to be "the teacher of record assigned to a classroom of pupils."
26 Mr. English expressed that this particular term was not in the contract, but Mr. Dabaghian
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1 explained again that this is a baseline legislative requirement and that this was negotiated by
2 CCEA and CCSD as the parties to the contract, based on their shared understanding and
3 interpretation of the Bill. Mr. Dabaghian also cited Article 26-19-1 of the Negotiated Agreement,
4 which states that receipt of the compensation afforded to qualified employees under the Article is
5 "contingent upon funding from AB 398." Mr. English, after giving his presentation and
6 answering the Committee's questions, left the meeting.
7

8 18. After Mr. English left the meeting, the Committee deliberated on the merits of his
9 grievance. The Committee weighed all of the evidence proffered by both Mr. Dabaghian and Mr.
10 English, Article 26-19 of the Negotiated Agreement, and AB 398. After questions and
11 deliberations, in my capacity as Chair, I asked if anybody on the Committee wanted to make a
12 motion pertaining to the grievance. Committee member Elizabeth Adler made the motion to not
13 proceed to arbitration, and this was seconded by another Committee member, Thomas Mullins.
14 The Committee voted 5-0 for English's grievance not to proceed to arbitration.
15

16 19. In my opinion, the May 21, 2026 meeting was ran fairly and in accordance with
17 CCEA's Policies. Mr. Dabaghian and Ms. Shelton were firm in restating both the language of
18 AB 398 and Article 26-19 of the Negotiated Agreement. They were in attendance to help with
19 the logistics of the Committee's meeting and to provide their recommendation and view of Mr.
20 English's case, as is standard for all MRC meetings I have attended.
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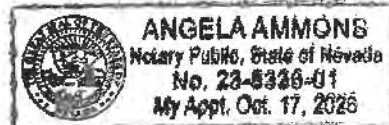
1 FURTHER YOUR AFFIANT SAYETH NAUGHT,
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4 Antoinette Wise-White

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6 SUBSCRIBED and SWORN to before me this 7th Day of July, 2026.

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9 NOTARY PUBLIC in and for said

10 CLARK COUNTY and NEVADA
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EXHIBIT J

Member Rights Committee

2025-2026 Meeting Dates

All meetings will be held via Zoom and will begin at 4:00 PM

Thursday, August 21, 2025
Thursday, September 18, 2025
Thursday, October 23, 2025
Thursday, November 13, 2025
Thursday, December 11, 2025
Thursday, January 22, 2026
Thursday, February 19, 2026
Thursday, March 12, 2026
Thursday, April 23, 2026
Thursday, May 14, 2026

EXHIBIT K

Dante Dabaghian

From: Alex Shelton
Sent: Tuesday, May 12, 2026 8:21 AM
To: Dante Dabaghian; Elizabeth Adler; colemanek@aol.com; Galdino Griego; Daniel Schantol; Thomas Mullins; wisewhitea@gmail.com; justdorothy1029@gmail.com
Subject: URGENT - Additional MRC Meeting Needed

We will still be meeting this Thursday, May 14 at 4:00 PM for the regular monthly MRC meeting. However, we need to schedule one more additional meeting before school is out. We have one case that needs to be reviewed prior to the summer break. Please let me know if you are available any day next week, Tuesday through Friday at 4:00 PM.

Thank you,
Alex Shelton
Chief of Staff
Clark County Education Association

From: Dante Dabaghian <ddabaghian@ccea-nv.org>
Sent: Thursday, May 7, 2026 6:35 PM
To: Elizabeth Adler <eadler@ccea-nv.org>; colemanek@aol.com <colemanek@aol.com>; Galdino Griego <ggriego@ccea-nv.org>; Daniel Schantol <schantol.horn@gmail.com>; Thomas Mullins <mullinsthomas537@gmail.com>; wisewhitea@gmail.com <wisewhitea@gmail.com>; justdorothy1029@gmail.com <justdorothy1029@gmail.com>
Cc: Alex Shelton <ashelton@ccea-nv.org>
Subject: REMINDER: MAY 2026 MRC MEETING 5/14 AT 4 PM

REMINDER! The May MRC Meeting will be held Thursday, 5/14 at 4:00 PM. Please let me know in advance if you are unable to attend.

Use the following link to access the meeting:

<https://us02web.zoom.us/j/87606437216?pwd=TYQRof5NjZ7zTGMwMWExQ8zOL09KWj.1>

The agenda, minutes and case documents that will be reviewed can be found here:

<https://www.dropbox.com/scl/fo/goey8ok2tkztvmte2wzof/h?rlkey=t7q0obbrfsedlb5we04rl73o3&st=4einorkl&dl=0>

Please remember that all case documents are confidential. As such, they should never be saved, downloaded, printed, or forwarded.

The Committee Procedures, the Grievance and Arbitration Procedures and the Progressive Discipline Model may be found here:

<https://www.dropbox.com/scl/fo/y02fbmIpad60948p87vk8/h?rlkey=qrxttl2k9t53xk92dt9hlfyg7&st=yj49vz8f&dl=0>

Please take a few moments to review these documents prior to our meeting and add the following meeting dates and times to your calendar for the year. All meetings are held virtually beginning at 4:00 PM.

Thursday, August 20, 2026
Thursday, September 17, 2026
Thursday, October 15, 2026
Thursday, November 19, 2026
Thursday, December 17, 2026
Thursday, January 21, 2027
Thursday, February 18, 2027
Thursday, March 25, 2027
Thursday, April 15, 2027
Thursday, May 13, 2027

REMINDER: All correspondence for this committee is sent to the personal email address that CCEA has on file for you. We do not send any information to any CCSD owned accounts. Text reminders will be sent out as well. If you would like to update your personal email or phone number on file, or if you have any further questions, feel free to reach me at 702-465-2668.

Dante Dabaghian
General Counsel
Mobile: 702-465-2668
Email: ddabaghian@ccea-nv.org



4230 McLeod Drive
Las Vegas, NV 89121
Office: 702 733 3063
Website: <http://ccea-nv.org/>

Dante Dabaghian

From: Alex Shelton
Sent: Wednesday, May 13, 2026 8:27 AM
To: Michael English [Auxiliary Services]
Subject: RE: Request for MRC Review / Confirmation of Exhaustion of Remedies - Art. 26-19-6

Hello Michael,

I can add you to the agenda for the virtual MRC meeting on Thursday, May 21st. The meeting begins at 4:00 PM and the link to access the meeting will be sent to your personal email address, michael.english1120@gmail.com, about 15 minutes prior to the start.

Thank you,
Alex Shelton
Chief of Staff
Clark County Education Association

From: Michael English [Auxiliary Services] <englim@nv.ccsd.net>
Sent: Monday, May 11, 2026 4:55 PM
To: John Vellardita <jvellardita@ccea-nv.org>
Cc: Alex Shelton <ashelton@ccea-nv.org>; Kristan Nigro [Bell ES] <weistkn@nv.ccsd.net>
Subject: Re: Request for MRC Review / Confirmation of Exhaustion of Remedies - Art. 26-19-6

I am writing to follow up on my grievance regarding the Article 26-19-6 Retention Differential and the Executive Director's email dated April 29th, 2026 that offered no support and said plainly "file your complaint".

Before I proceed with my filing at the EMRB, I need to ensure I have fully exhausted all internal administrative remedies. Specifically, I am requesting a review by the Members Rights Committee (MRC) regarding the District's denial of my claim.

If the Union is denying me access to the MRC or stating unequivocally that it will not support this grievance further, despite not having met with me to review all the specific evidence that makes me clearly eligible for this differential, please confirm that.

If I do not hear back regarding an MRC meeting date by this Friday May 15th I will assume the Union has waived further internal processes and that I have officially exhausted my remedies, leaving me no choice but to name CCEA as a respondent in an EMRB filing for breach of the Duty of Fair Representation. Thank you.

Michael English
Adapted Physical Education Teacher
315-406-8773

Dante Dabaghian

From: Dante Dabaghian
Sent: Tuesday, May 19, 2026 1:10 PM
To: Elizabeth Adler; colemanek@aol.com; Daniel Schantol; justdorothy1029@gmail.com; Thomas Mullins; Gaidino Griego; wisewhitea@gmail.com
Cc: Alex Shelton
Subject: REMINDER: MRC MEETING THURSDAY AT 4 PM

REMINDER! An additional MRC Meeting will be held Thursday, 5/21 at 4:00 PM. Please let me know in advance if you are unable to attend.

Use the following link to access the meeting:

<https://us02web.zoom.us/j/89413180261?pwd=AJXVyW6Kosiv5RTy9nDQVyaEkvm732.1>

The agenda, minutes and case documents that will be reviewed can be found here:

<https://www.dropbox.com/scl/fo/goey8ok2tkztvmt2wzof/h?rlkey=t7q0obbrfsedlb5we04rl73o3&st=4einorkl&dl=0>

Please remember that all case documents are confidential. As such, they should never be saved, downloaded, printed, or forwarded.

The Committee Procedures, the Grievance and Arbitration Procedures and the Progressive Discipline Model may be found here:

<https://www.dropbox.com/scl/fo/y02fbmlpad60948p87vk8/h?rlkey=qrxttl2k9t53xk92dt9hlfyg7&st=yj49vz8f&dl=0>

Please take a few moments to review these documents prior to our meeting and add the following meeting dates and times to your calendar for the year. All meetings are held virtually beginning at 4:00 PM.

Thursday, August 20, 2026

Thursday, September 17, 2026

Thursday, October 15, 2026

Thursday, November 19, 2026

Thursday, December 17, 2026

Thursday, January 21, 2027

Thursday, February 18, 2027

Thursday, March 25, 2027

Thursday, April 15, 2027

Thursday, May 13, 2027

REMINDER: All correspondence for this committee is sent to the personal email address that CCEA has on file for you. We do not send any information to any CCSD owned accounts. Text reminders will be sent out as well. If you would like to update your personal email or phone number on file, or if you have any further questions, feel free to reach me at 702-465-2668.

Dante Dabaghian
General Counsel
Mobile: 702-465-2668
Email: ddabaghian@ccea-nv.org



4230 McLeod Drive
Las Vegas, NV 89121
Office: 702 733 3063
Website: <http://ccea-nv.org/>

EXHIBIT L

**Clark County Education Association
Member Rights Committee
May 21, 2026**

The Member Rights Committee met virtually on Thursday, May 21, 2026, Antoinette Wise-White called the meeting to order at 4:05 p.m.

Members Present: Antoinette Wise-White Galdino Griego
 Liz Adler Daniel Schantol

 Thomas Mullins

Members Absent: Dorothy Taylor

Staff Present: Alex Shelton Dante Dabaghian

Grievant(s) Present: Michael English

Guests Present:

Adoption of Minutes:
The minutes of May 14, 2026 were approved.

Discussion/Action Items:

The staff and committee reviewed Grievance 1, per the attached agenda, and the decision for the cases are as follows:

MOTION #1: Adler/Mullins "I move that Grievance #2526-IND-008 be **DENIED** to move forward to arbitration." **CARRIED (5-0).**

Adjournment: The meeting was adjourned at 4:46 p.m.

EXHIBIT M

MRC Recommendation Form

To: MRC

From: Dante Dabaghian, General Counsel

Re: Grievance #2526-IND-008- Michael English

Date: May 21, 2026

CCEA Recommendation: I **would not** recommend that this grievance proceed to arbitration.

Case Facts: The 2025 Legislative session in Nevada was marked by a sharp decline in revenue for the state from the 2023 session. Funding for education in Nevada is directly tied with revenue collected by the state and therefore heavily fluctuates with the ebb and flow of the economy. Since 2025 was an economically leaner year for the state, the legislature prescribed funding for teachers in a much more narrowly-tailored fashion than in 2023, prioritizing extra money for classroom teachers in Title I schools that have high vacancy rates and teach one or more of the "core four" subjects. The product of this narrowly-prescribed funding was Assembly Bill 398 (AB 398), which provides, pursuant to conditions imposed by the legislature, for an extra \$5,000 in compensation for teachers who are assigned to "hard-to-fill positions." Section 2 of AB 398 defines a "hard-to-fill position" as:

(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.

CCEA Executive Director John Vellardita was heavily involved with the drafting of the bill and worked closely with legislative leadership and the Governor on its meaning and intent. They agreed that non-classroom teachers were not entitled to this funding, which would include Physical Education teachers.

During negotiations for the 2025-2027 Negotiated Agreement, CCEA and CCSD memorialized the requirements of AB 398 into the contract's provisions and agreed that for the funding to be released to CCSD to distribute to qualified educators, the educators needed to be employed in "hard-to-fill positions" in compliance with AB 398's funding requirements. To ensure that CCSD was working in line with the meaning and intent of AB 398, Mr. Vellardita worked with the Nevada Department of Education

(NDE), who confirmed that any funding from the Bill should be distributed from the district to exclusively classroom educators who are the “teacher of record,” and **specifically assigned** to a Title I school per the language of the Bill’s text. In line with what was discussed during the Legislative session and negotiations, the understanding between CCEA, CCSD and NDE was that centrally assigned employees and non-classroom teachers were not entitled to this funding.

Michael English is an Adaptive Physical Education Teacher who is **centrally assigned** to school sites on an itinerant basis. From August through April of the 2025-2026 school year, Mr. English repeatedly contacted CCEA arguing that he was entitled to the extra compensation by virtue of him considering himself to be a special education teacher who teaches exclusively at Title I schools, and because other Adaptive PE teachers received the funding. Multiple CCEA staff explained to Mr. English that he did not qualify for the extra funding because he did not meet the requirements proscribed by AB 398. Since CCEA disagreed with Mr. English’s position and declined to file a grievance on his behalf, he has filed an independent grievance pursuant to Article 4-11 of the Negotiated Agreement, alleging that the district misapplied Article 26-19 by denying him the extra compensation based on what he characterizes as “administrative payroll coding” rather than his functional duties. He believes he is a SPED teacher, rather than a PE teacher, whose duties primarily constitute teaching students at Title I schools and is thus entitled to the extra compensation.

District’s Posture: CCSD argues that the denial of the extra compensation to Mr. English was proper, because under the parameters of both AB 398 and Article 26-19 of the Negotiated Agreement, he does not work in a “hard-to-fill position” and accordingly does not qualify for the funding. As opposed to a teacher assigned specifically to a Title I school, Mr. English is a centrally assigned CCSD employee who provides auxiliary services and is expressly not a part of the class of employees that the drafters of AB 398 intended to cover.

Settlements Offered: None

CCEA Case Analysis: Mr. English’s success in arbitration is extremely unlikely because he simply does not qualify for the extra compensation. Legislation that provides funding for certain measures is frequently required to be used by the recipients of such funding, in this case, CCSD, in a certain way. So, a teacher cannot receive AB 398 funding unless they are employed in a “hard-to-fill position.” Mr. English is not employed in a “hard-to-fill position” for two reasons.

First, he is not assigned to any one Title I school because he is centrally assigned. His position is not a teacher position at a Title I school. Mr. English is correct in stating that Article 26-19-6 of the Negotiated Agreement allows for SPED teachers directly assigned to Title I schools to receive the funding despite these schools not meeting the prerequisite vacancy thresholds. He is correct in stating that other Adaptive PE teachers received the AB 398 funding, including another employee he mentioned by name at his Step II hearing. However, there is a fundamental flaw in his argument. Upon investigation by both CCEA and CCSD, this other member had received the AB 398 compensation by virtue of him being an educator **specifically assigned** to teach at a Title I school, where his job duties consist of him actively teaching SPED students in a classroom. Mr. English, on the other hand, is dispatched to different schools as a centrally assigned employee; not all of his duties involve teaching students in a classroom. What Mr.

English characterizes as a mere matter of coding is thus not that simple, as his functional duties are fundamentally different from those Adaptive PE teachers assigned to single Title I sites. This money is for employees whose designated assignment is to Title I schools who teach students in the classroom, not centrally assigned employees.

Second, Mr. English is not a "teacher of record" as provided for by Section 2(2)(l) of AB 398. Teachers who teach on an itinerant basis are not "teachers of record" assigned to classrooms of pupils, regardless of whether or not they provide instruction at Title I schools. Mr. English mistakenly conflates providing instruction with being a "teacher of record," when this is a specific designation that is not given to itinerant employees, as again, the purpose of AB 398 was to provide narrowly-tailored funding for classroom teachers.

Mr. English can attempt to argue that the language of Article 26-19 of the Negotiated Agreement entitles him to this compensation. But his arguments are belied by the fact that Article 26-19 is based on and modeled after the clear requirements of AB 398, memorialized by Article 26-19-1's statement that the compensation is "contingent upon funding from AB 398." Additionally, when determining the controlling legal authority, statute takes priority over contract unless the statute's language provides otherwise. While Section 2(4) of AB 398 allows for money awarded pursuant to the Bill to be subject to collective bargaining, this only refers to the amount of money at stake; while the provision goes on to elaborate that the money "may only be used to provide additional compensation for hard-to-fill positions in public schools."

Mr. English has also cited his classification on the Title I track for purposes of advancement under the Professional Growth System as entitling him to receive compensation pursuant to AB 398. However, these are two completely different provisions with two completely different parameters. Yes, Mr. English is on the 2-year Title I column advancement track, because he serves exclusively at Title I schools, as determined by the PGS Reference Guide. This information is completely irrelevant as it relates to AB 398 because no similar provisions were bargained for between CCEA and CCSD, and the provisions of the Bill call for different requirements. Unlike the PGS, an employee does not receive AB 398 funding by virtue of exclusively teaching at Title I schools; they must be specifically assigned to a Title I school and not centrally assigned. The PGS Reference Guide does not determine eligibility for AB 398 compensation, AB 398 and Article 26-19 do. Given that Mr. English does not possess the requirements for funding imposed by AB 398 and Article 26-19, CCEA would almost certainly not meet its burden to persuade an arbitrator that he has been unjustly denied the funding and so I would not recommend that this grievance proceed to arbitration.

Michael English (Complainant)

Opposition to CCEA's Motion to Dismiss

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

6 ***Complainant, Pro Se***

7
8 **STATE OF NEVADA GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD**

9
10
11 **Michael Paul English,**

CASE NO.: 2026-012

12
13 **Complainant,**

14
15 **vs.**

**COMPLAINANT'S OPPOSITION TO
RESPONDENT CLARK COUNTY
EDUCATION ASSOCIATION'S
MOTION TO DISMISS**

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

21 **Respondents.**
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I. INTRODUCTION & PRELIMINARY STATEMENT

Complainant hereby submits this Opposition to Respondent Clark County Education Association's ("CCEA" or "Union") Motion to Dismiss.

In an attempt to evade statutory accountability under NRS 288, CCEA asks this Board to look the other way by characterizing a deliberate, financially devastating act of disparate treatment as a "purely internal union matter". It is not. CCEA cannot invoke informal, off-the-record understandings to retroactively modify the plain language of a fully integrated agreement—stripping Complainant—a state-endorsed Special Education teacher under NAC 391.367 (See Exhibit A)—of a contractually guaranteed \$5,000 Title I allocation.

Most glaringly, CCEA's Motion relies on the threshold factual error that Complainant is not a Special Education teacher. CCEA ignores that Complainant holds an official Special Education endorsement from the Nevada Department of Education (NAC 391.367), delivers direct specialized instruction exclusively to students with Individualized Education Programs (IEPs) across multiple Title I schools, and meets every single requirement established in both the ratified Collective Bargaining Agreement (Article 26-19) (See Exhibit B) and official District implementation guidance. CCEA cannot unilaterally reclassify state licensing or overwrite plain contract text based strictly on backend administrative payroll codes.

Furthermore, CCEA's exclusion is arbitrary and discriminatory: identical itinerant peers within Complainant's exact department—performing the exact same duties in the exact same Title I classrooms—are actively receiving the \$5,000 differential (See Exhibit C). When Complainant sought clarity, Union leadership perfunctorily abandoned their duty, commanded Complainant to "file your complaint" (See Exhibit D), shielded their

1 proceedings in darkness, and blocked key public education witnesses from observing
2 proceedings.

3
4 The Duty of Fair Representation ("DFR") is not a suggestion; it is a foundational
5 statutory safeguard under NRS 288. Where a union utilizes internal mechanisms to
6 make decisions that confer an unjust financial benefit on select employees while
7 severely and adversely impacting the compensation of another doing identical work, the
8 DFR is squarely triggered. Because genuine, material factual disputes exist—including
9 CCEA's improper attempt to litigate state licensure and unwritten bargaining history at
10 the pleading stage—and because Complainant has more than sufficiently pled claims of
11 arbitrary, discriminatory, and bad-faith conduct, CCEA's Motion to Dismiss should be
12 denied, and this matter should proceed to full discovery.

13 14 **II. EVIDENTIARY NOTICE & RESERVATION OF RIGHT** 15 **TO SUPPLEMENT RECORD**

16
17 **NOTICE TO THE BOARD:** Complainant strongly disputes CCEA's factual
18 characterizations regarding the operational scope, direct instruction duties, and
19 administrative classification of the Adaptive Physical Education (APE) position.
20 Complainant has initiated requests with Department Administration and school-level
21 administration to obtain formal employment documentation and administrative
22 clarification confirming the exact nature of these job duties and exposing the
23 mischaracterization of the position by Respondent.

24 Specifically, site administration—including former Harriet Treem Elementary School
25 Principal Sarah Cyprus (vandosj@nv.ccsd.net), now Principal at Carolyn Reedom
26 Elementary School—has explicitly confirmed her willingness to serve as an objective
27
28

1 factual reference regarding Complainant's on-site physical presence, direct instructional
2 schedule, and hands-on service delivery to special education students.

3
4 Furthermore, due to the District's summer administrative schedule, key supervisory
5 personnel, including APE Supervisor Leinell Lasike, are currently out of the office and
6 unavailable prior to the deadline for Complainant's Opposition response. Accordingly,
7 Complainant hereby formally reserves the right to submit Supplemental Exhibits and/or
8 Administrative Declarations upon the resumption of full department operations. To the
9 extent Respondent continues to misrepresent Complainant's operational duties,
10 Complainant intends to exercise the statutory right under NAC 288.279 to subpoena
11 relevant administrative supervisors and site leadership to testify under oath at the
12 evidentiary hearing on this matter.

13 14 **III. LEGAL STANDARD & THE CRITICAL NEED FOR** 15 **DISCOVERY** 16

17 A motion to dismiss should only be granted if it appears beyond a doubt that the
18 Complainant could prove no set of facts that would entitle them to relief. All factual
19 allegations in the Complaint must be taken as true, and all reasonable inferences must
20 be drawn in the Complainant's favor.

21 CCEA's motion rests entirely on an evidentiary house of cards. They repeatedly point to
22 their own self-serving versions of unspecified state funding communications and
23 purported "oral agreements" to claim their hands were tied. However, Complainant has
24 already identified peers within the exact same APE department, performing the exact
25 same specialized student duties, who received the matching \$5,000 allocation—
26 separated only by administrative payroll codes (See Exhibit C).
27
28

1 Discovery is absolutely vital in this matter. Complainant is legally entitled to depose
2 Union leadership and compel the production of:

- 3
4 1. The exhaustive, unredacted data lists submitted to the Nevada Department of
5 Education and the Interim Finance Committee.
- 6 2. Internal Union communications regarding how specific payroll codes were
7 selected or filtered out.
- 8 3. Depositions regarding the secret "oral understandings" that CCEA claims altered
9 the plain text of a ratified Collective Bargaining Agreement ("CBA").

10 Dismissing this action now would allow CCEA to act as both judge and jury, burying the
11 very evidence required to prove their disparate treatment.
12

13 14 **IV. LEGAL ARGUMENTS**

15 **A. The EMRB Has Clear Jurisdiction: Complainant Alleges a Statutory** 16 **Prohibited Practice under NRS 288, Not a Mere Contract Dispute**

17 Respondent CCEA attempts to evade this Board's authority by asserting that the EMRB
18 lacks the jurisdiction to hear and decide contractual disputes between employers and
19 bargaining units. This argument is a calculated mischaracterization of the Complaint.
20 Complainant is not bringing a simple breach-of-contract action before this Board, nor is
21 Complainant asking this Board to act as a localized grievance arbitrator.
22

23 Complainant is bringing a **Prohibited Practices Complaint under NRS 288**, alleging
24 that the Union breached its statutory Duty of Fair Representation (DFR) through
25 conduct that was arbitrary, discriminatory, and executed in bad faith.
26
27
28

1 The law is clear: while the EMRB does not sit to adjudicate simple contract grievances,
2 **the Board has jurisdiction under NRS 288 to consider these claims and review**
3 **collective bargaining agreements when they serve as the underlying evidence of**
4 **a prohibited labor practice.**

5
6 In this matter, the text of the memorialized contract is not the *remedy* being sought; it is
7 the *evidence* of the violation. The Union's internal decision directly dictated a material
8 condition of employment: an essential \$5,000 compensation package. As CCEA itself
9 concedes in its motion, the DFR is explicitly triggered when a union makes an internal
10 decision that adversely impacts the economic or employment standing of a member. By
11 enforcing unwritten, retroactive criteria during an official internal review process, CCEA
12 used its internal machinery to frustrate a core representational function. This matter falls
13 squarely within the jurisdiction of the EMRB.

14 **The "Internal Affairs Doctrine" Does Not Shield Collective Bargaining Misconduct**

15
16 CCEA relies heavily on the boilerplate defense that the EMRB lacks jurisdiction
17 because the Complaint touches upon "internal union matters." This is a
18 mischaracterization of the internal affairs doctrine. While a union generally retains
19 autonomy over strictly internal administrative matters—such as electing officers or
20 setting dues—that autonomy completely vanishes the moment an internal union
21 mechanism is weaponized to alter, restrict, or deny a member's contractually negotiated
22 terms of employment.

23
24 The Member Rights Committee ("MRC") is not operating in a vacuum; it is the exact
25 internal vehicle CCEA used to ratify its discriminatory, unwritten payroll code exclusions.
26 When an internal committee's sole function is to adjudicate whether a special education
27 teacher receives an essential \$5,000 localized retention differential, that committee's
28

1 decisions cease to be "purely internal." They become external, structural determinations
2 that actively dictate an employee's compensation standing under a ratified Collective
3 Bargaining Agreement. The EMRB has long recognized that it possesses the explicit
4 authority to police internal union conduct when that conduct is arbitrary, discriminatory,
5 or executed in bad faith, resulting in a direct economic injury to a bargaining-unit
6 member. CCEA cannot use its internal committee structure as an administrative safe-
7 haven to violate its statutory duty of fair representation under NRS 288.

8
9 When a union completely ignores its own ratified contract terms, manufactures
10 unwritten retroactive filters, blocks public education observers from hearings, and tells a
11 dues-paying member to "*file your complaint*" rather than investigating a multi-thousand-
12 dollar discrepancy, that is not a contract dispute. That is a systemic, bad-faith
13 abandonment of the statutory duty of fair representation under NRS 288, and this Board
14 possesses clear statutory jurisdiction to hear it.

15 Furthermore, Respondent incorrectly attempts to rely on *Building Material* to claim this
16 Board lacks jurisdiction to consider the conduct of the Member Rights Committee
17 meeting. Complainant is not asking the Board to regulate CCEA's internal rules; rather,
18 CCEA submitted a sworn affidavit holding up the MRC as a fair, thorough, and rigorous
19 review process. Pointing out that committee members sat behind black screens and
20 failed to engage is directly relevant to proving that CCEA's representation was
21 perfunctory, arbitrary, and executed in bad faith under NRS 288—a standard that falls
22 squarely within this Board's statutory jurisdiction (*Vaca v. Sipes*, 386 U.S. 171 (1967)).
23

24
25 **B. The Plain Language of the Ratified Negotiated Agreement Governs**
26 **This Dispute: CCEA Explicitly Concedes that the Contract Fully**
27 **"Memorialized" the Legislative Intent**
28

1 **1. CCEA's Significant Admission: The Ratified Contract is the Conclusive Legal**
2 **Authority**

3
4 In an attempt to bypass the plain text of the Collective Bargaining Agreement (CBA),
5 Respondent CCEA repeatedly argues that the language of Assembly Bill 398 somehow
6 takes precedence over the contract. They assert that the \$5,000 compensation is strictly
7 "contingent upon funding from AB398," using this as a shield to imply that background
8 legislative intent overrides their explicit contractual commitments.

9
10 However, CCEA shows they are inconsistent with their own position with a single,
11 significant admission in its motion. CCEA explicitly states:

12 *"During negotiations for the 2025-2027 negotiated agreement, CCEA and CCSD*
13 *MEMORIALIZED the requirements of AB398 into the contract's provisions."*

14
15 By their own words, CCEA admits to an integration of terms. To "memorialize"
16 requirements into a ratified contract means to reduce all prior discussions, outside
17 statutes, and legislative intents into a final, binding, written instrument. Once those
18 provisions were memorialized and ratified in Article 26-19, the background text of AB
19 398 ceased to exist as an independent filtering mechanism. The Union cannot now look
20 outside the four corners of the contract to resurrect unwritten exclusions, because they
21 have already conceded that the contract fully and accurately captured everything
22 necessary to execute the funding.

23 **2. The Fallacy of the "Contingency" Argument: Funding Volume vs. Eligibility**
24 **Criteria**

25
26 CCEA's argument that the compensation is "contingent upon funding" does not give
27 them the license to arbitrarily rewrite eligibility rules. As a matter of basic statutory and
28

1 contractual interpretation, when determining controlling legal authority, a statute only
2 takes priority over a contract if the statute explicitly forbids collective bargaining on the
3 matter.

4
5 AB 398 does the exact opposite. Section 2, Subsection 4 of the bill explicitly commands
6 that the money awarded is subject to collective bargaining. The legislative text left the
7 door wide open for local bargaining units to define the operational terms.

8
9 Therefore, the phrase "contingent upon funding" is purely financial, not operational. It
10 means that if the state failed to distribute the roughly \$32.7 million it was allocated for
11 the 2025-26 school year, the District would not be obligated to pay out of its general
12 fund. But the state did provide the funding—resulting in a massive revenue pool that
13 yielded a surplus large enough to fund additional \$645 bonuses on top of the \$5,000.
14 Because the physical funding was fully realized, the localized contractual criteria in
15 Article 26-19 became the absolute, supreme governing authority. CCEA cannot
16 transform a simple fiscal contingency into a blank check to discriminate against
17 members based on background legislative definitions that they chose not to include in
18 the ratified text.

19 **3. The Contractual Omission of a "Teacher of Record" Restriction is Final under** 20 **the Four Corners Rule**

21
22 Because CCEA admits that the requirements were fully memorialized into the CBA, the
23 total absence of the terms "teacher of record" or "itinerant restriction" within Article 26-
24 19 is fatal to their case.

25 Article 26-19 lays out the precise, explicit eligibility requirements an employee must
26 meet to qualify for the \$5,000 retention differential. It demands that an employee:
27
28

- 1 1. Be a licensed Special Education Teacher;
- 2 2. Teach at a Title I school; and
- 3 3. Spend a majority of their assigned duties directly teaching students.

4
5 Complainant meets all three of these contractually mandated metrics perfectly. If the
6 Union and District truly intended to limit these public funds strictly to traditional
7 classroom "teachers of record" or to strip them away from itinerant or centrally based
8 specialists, they had every opportunity to type those exact words and exclusions into
9 the ratified contract. They chose not to (See Exhibit B).

10 Under standard labor law principles, deliberate contractual omissions are legally
11 binding. CCEA cannot rely on unwritten, extracontractual assertions to retroactively
12 modify the plain language of a fully integrated agreement. If the background language of
13 the bill was meant to automatically dictate everything, the parties would have had no
14 reason to negotiate and draft highly specific, independent localized criteria in Article 26-
15 19. They could have simply written that funds would be paid "in strict accordance with
16 AB 398 text". By getting specific, they established a localized contractual right.

17 18 **4. The Union's Extraneous Defense Confuses General Education Vacancies with** 19 **Special Education Status**

20
21 The Respondent Union further demonstrates a profound lack of familiarity with its own
22 memorialized agreement by continually harping on school-wide "vacancy rate"
23 calculations. The Union claims that because Complainant is an itinerant teacher
24 servicing multiple buildings, he fails to meet the specific school-wide vacancy metrics
25 required to be considered a "hard-to-fill" position.

26 This argument completely ignores the explicit structural divide within the contract they
27 signed. Article 26-19 deliberately separates Special Education from general education
28

1 positions. While standard classroom teachers must rely on shifting school-by-school
2 vacancy thresholds to qualify, Special Education has been officially designated as a
3 district-wide Critical Labor Shortage (CLS) discipline (See Exhibit E). Therefore, Special
4 Education educators do not have to meet an individual school vacancy metric; their
5 eligibility is tied strictly to their licensure and role, provided they teach at a Title I school.
6

7 Complainant's entire caseload consists exclusively of students at the Title I schools he
8 services, fulfilling mandated IEP goals through direct instruction. By trying to force a
9 school-wide vacancy metric onto a Special Education specialist, the Union is inventing
10 an extra-contractual hurdle that their own negotiated agreement explicitly bypasses.
11 The Respondent Union cannot use its own failure to comprehend the breadth of the
12 contract it signed as a legal defense to abandon its duty to protect a bargaining-unit
13 member.

14 **5. The "Oral Understandings" Defense Cannot Void Express Written Benefits**

15

16 CCEA makes the unsupported position that it would be *"absurd to limit the agreements*
17 *between the union and the employer to solely what is written down in the CBA,"* relying
18 on case law to argue that "oral understandings" are completely valid methods of altering
19 contract terms. While it is true that minor, trivial, day-to-day operational details are
20 sometimes handled via oral understandings, this flexible principle cannot be
21 weaponized to retroactively strip away an explicit, high-value economic benefit from a
22 clearly defined class of employees under a fully integrated, ratified contract.

23 CCEA claims there is no Memorandum of Understanding (MOU) excluding itinerant
24 specialists because their "shared interpretation" with the District didn't need to be written
25 down. This stretches the "wide range of reasonableness" far beyond its legal breaking
26 point. If a bargaining representative can simply declare that a clear, written, \$5,000
27
28

1 benefit was orally bargained away in an undisclosed, off-the-record conversation, then
2 no written contractual protection exists for any union member.

3
4 Under controlling Nevada and federal labor standards, CCEA's reliance on unwritten
5 "oral understandings" is legally fatal to their position. The Nevada Supreme Court has
6 repeatedly held that when collective bargaining agreements are clear and
7 unambiguous, they must be enforced strictly as written within their "four corners" (*Clark*
8 *Cnty. Sch. Dist. v. Clark Cnty. Ass'n of Sch. Adm'rs*, 121 Nev. 1063 (2005)), and prior
9 oral discussions are deemed merged into the final written instrument under the parol
10 evidence rule (*Tallman v. First Nat'l Bank of Nev.*, 66 Nev. 248 (1949)). Furthermore, the
11 U.S. Supreme Court explicitly reaffirmed in *M&G Polymers USA, LLC v. Tackett*, 574
12 U.S. 427 (2015) that collective bargaining agreements are governed by ordinary
13 principles of contract law—meaning courts and boards cannot resort to extrinsic
14 "unwritten understandings" to alter clear contract terms.

15
16 **6. Shifting the Burden: Complainant Does Not Need an MOU to Be Included;**
17 **CCEA Needs an MOU to Exclude**

18 CCEA deliberately mischaracterizes Complainant's arguments by claiming Complainant
19 is asking for an MOU that defines who is eligible for payment. Complainant is asking no
20 such thing. The ratified contract explicitly and unambiguously states who is eligible:
21 licensed Special Education teachers providing direct instruction at Title 1 schools.
22 Complainant perfectly meets every single written requirement.

23
24 Therefore, Complainant does not need an MOU to prove inclusion—the contract already
25 dictates inclusion. Rather, the burden is entirely on CCEA to produce a written, bilateral
26 instrument that explicitly *excludes* itinerant or centrally assigned special education
27
28

specialists from the plain text of Article 26-19. Their total failure to produce such an instrument proves that their exclusion of Complainant was entirely arbitrary.

7. The District's Official April 17, 2026 Implementation Guidance and FAQ Contain Zero "Teacher of Record" or Itinerant Exclusions

CCEA's claim that there was a "shared, long-standing interpretation" excluding itinerant special education specialists is directly shattered by the District's own formal administrative communications. On April 17, 2026, CCSD Human Resources issued an official district-wide communication and an accompanying *Assembly Bill 398 Hard-to-Fill Compensation FAQ* detailing the exact, finalized eligibility rules under Article 26-19 (See Exhibit F).

The District's official public guidance explicitly states:

*"To receive this additional compensation, the licensed employee at a qualifying Title I school must be a classroom teacher **or spend the majority of their assigned duties teaching students in a classroom.**"*

*"Special education teachers who teach in qualifying Title I schools are eligible for the additional compensation, **regardless of whether they teach in a self-contained classroom.** For the 2025-2026 school year, 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.**"*

Furthermore, in Question 8 of the official FAQ titled *"Are special education teachers eligible?"*, the District unambiguously confirms:

1 *"Yes. For 2025-2026, Special Education teachers assigned to a qualifying Title I school*
2 *are eligible, even if the school does not meet the vacancy threshold."*

3
4 Complainant meets every single one of these criteria: Complainant is a licensed Special
5 Education teacher whose vast majority of assigned duties consist of direct, hands-on
6 physical instruction to students in classrooms across Title I schools.

7
8 Most notably, across all 15 detailed questions and answers in the official April 2026
9 FAQ—issued at the exact moment payments were being processed—**there is not a**
10 **single reference to a "teacher of record" restriction, an exclusion for centrally**
11 **assigned itinerant specialists, or any requirement based on backend payroll**
12 **codes.**

13 If CCEA and CCSD had genuinely reached a bilateral meeting of the minds to exclude
14 itinerant special education specialists, that major exclusion would have been clearly
15 communicated in the official HR guidance. Instead, the guidance mirrors the exact,
16 broad plain text of Article 26-19. CCEA's attempt to invent unwritten exclusions after the
17 fact—contradicting both the ratified CBA and the District's official April 2026
18 implementation notices—proves that the Union's denial of representation was entirely
19 arbitrary, discriminatory, and executed in bad faith.

20 21 22 **C. CCEA's Actions Were Discriminatory: Disparate Treatment of** 23 **Identical Positions**

24
25 CCEA boldly claims that its criteria were applied consistently because no centrally
26 assigned itinerant employees received the money. This is a semantic illusion.

- **The Reality of Job Duties:** Complainant is an APE teacher providing direct, specialized instruction across Title 1 schools to fulfill critical student IEPs.
- **The Disparity:** Coworkers within the very same department, executing the very same duties, were granted the compensation. CCEA discriminated by drawing an arbitrary line based entirely on backend administrative payroll codes, a metric completely absent from the text of the CBA or AB 398. Discovery will conclusively expose this disparate application.

1. The Fatal Contradiction: The Union's "Agreed Class of Employees" Defense is Blatantly Refuted by Peer Compensation

In an attempt to sanitize their disparate treatment, CCEA callously asserts that *"Complainant was simply not part of the class of employees that CCEA and CCSD agreed would receive the benefit of the bargain."* They claim this was a consistent, uniform "shared interpretation" regarding the limits of AB 398 funding.

This defense is a demonstrable falsehood. If CCEA and the District truly established a uniform, binding interpretation that centrally assigned, itinerant APE teachers who are not "teachers of record" are excluded from this money, **why did a handful of itinerant, non-teacher-of-record APE educators within Complainant's exact department receive the \$5,000 allocation?**

Not only did these identical peers receive the money, but the funds have not been clawed back, and they continue to receive these retention payments on every single paycheck. CCEA's defense is completely broken by this reality. A definition cannot be a "consistent legislative interpretation" if it is applied to one employee and bypassed for another performing the exact same job in the exact same room. This uneven, unjust

1 enforcement—which confers a massive financial benefit on select employees while
2 severely harming the employment standing of an identical peer—is the very definition of
3 arbitrary, discriminatory, and bad-faith union conduct.

4 5 **D. CCEA's Threshold Defense Rests on a Factual Fiction Regarding the** 6 **APE Position**

7 Respondent CCEA bases its entire Motion to Dismiss on factual premises regarding the
8 Adapted Physical Education (APE) position that are directly contradicted by the record.
9 In a bid to convince this Board that its exclusions were "rational," CCEA has chosen to
10 completely rewrite the professional definitions, credentials, and daily operations of
11 special education personnel.
12

13 **1. The Absurdity of Denying Special Education Status to APE Teachers**

14 CCEA patronizingly asserts in its motion that Complainant merely "believes" they are a
15 Special Education teacher. This is not a matter of personal belief; it is a matter of
16 administrative and legal reality. To hold the position of an APE teacher within CCSD, an
17 educator must possess a valid Nevada teaching license explicitly endorsed in Special
18 Education / Adapted Physical Education (See Exhibit G). APE teachers do not teach the
19 general student population; they exclusively provide direct, specialized, adapted
20 instruction to students with documented physical and cognitive disabilities. For a
21 certified bargaining representative to argue before this Board that its own special
22 education dues-paying members are not "true" special education teachers is legally
23 baseline-flawed and contrary to Nevada administrative licensure standards.
24
25
26
27
28

2. The Deceptive Mischaracterization of Direct Instruction as "Auxiliary" Services

CCEA attempts a semantic sleight-of-hand by claiming Complainant provides mere "auxiliary services" simply because the department is structurally housed under the "Seigle Auxiliary Services" administrative umbrella. An administrative building title does not dictate an educator's classroom duties. Complainant does not perform administrative support; Complainant delivers direct, specialized instruction to students to satisfy legally mandated Individualized Education Programs (IEPs). Under CCEA's flawed logic, if CCSD chose to house the math department in a building labeled "Maintenance," math teachers would lose their status as educators.

3. The Manufactured Distinction Between "Home School" and "Seigle" APE Teachers

The pinnacle of CCEA's arbitrary framework is the assertion that APE teachers assigned to a single "home school" have "fundamentally different functional duties" than APE teachers assigned to Seigle. CCEA boldly and falsely claims that *"Mr. English's functional duties are fundamentally different from the other Adapted PE teachers assigned to a single school site."* This is an outright fabrication so disconnected from the operational reality of the department that it borders on the absurd.

- **Identical Job Descriptions and Compensation:** Every single APE teacher in the district shares the exact same uniform CCSD job description, sits on the exact same unified salary schedule, and is held to the exact same instructional expectations.
- **Unified Department Operations:** The APE department operates as a single, cohesive unit. All APE teachers—regardless of whether they are coded to Seigle

1 or a specific home school—gather together for the exact same staff development
2 day and attend the exact same mandatory department meetings/trainings that
3 are led by department supervisor, Leinell Lasike.

- 4
5 • **Zero Functional Variance in the Field:** If an independent observer were to
6 shadow a Seigle-assigned APE teacher and a "home school assigned" APE
7 teacher for a day, week, or month, they would find absolutely zero difference in
8 what they do. Both drive to school sites, both walk into classrooms, both evaluate
9 students with disabilities, and both deliver specialized direct physical instruction
10 to fulfill legally mandated IEP goals.

11
12 Before this Board could even consider dismissing this action, it should allow this case to
13 go to an evidentiary hearing where the physical reality of these positions can be
14 presented. CCEA cannot escape a prohibited practices complaint by inventing a
15 fictional workplace hierarchy that does not exist in the real world. If the Union is this
16 fundamentally wrong about what Complainant's department actually does, a genuine
17 dispute of material fact undeniably exists, and dismissal should not be granted.

18 **4. The Title 1 Illusion**

19
20 Most damning to CCEA's defense is the reality of school placement. CCEA argues that
21 the \$5,000 allocation was narrowly tailored to reward educators working in high-need
22 Title 1 environments. Yet, through their arbitrary exclusion of Seigle-coded teachers,
23 CCEA has blocked Complainant—who is **physically dispatched 100% of the time to**
24 **Title 1 schools**—while granting the money to peers performing the exact same tasks in
25 the exact same rooms, some of whom aren't even assigned 100% to Title 1 schools.

1 How can CCEA be so certain Complainant does not qualify for this compensation when
2 they fundamentally do not comprehend what Complainant's job description even is?

3 This disregard for the operational realities of the bargaining unit's positions
4 demonstrates arbitrary and perfunctory representation under NRS 288. Discovery is
5 needed to expose the depth of this perfunctory representation and disparate treatment.
6

7 **5. CCEA's Reclassification Strategy is Shattered by Its Own Signed SB 231**
8 **Agreement Explicitly Classifying APE Teachers as School-Based Special**
9 **Education Positions**

10 In a desperate attempt to manufacture a "rational basis" for excluding Complainant,
11 Respondent CCEA argues before this Board that centrally assigned or itinerant Adapted
12 Physical Education teachers are not "true" Special Education teachers and are not
13 "located within a school." This position is not merely flawed—it directly contradicts
14 CCEA's own official, signed contractual history with CCSD.
15

16 On March 28, 2024, CCEA Executive Director John Vellardita and CCEA President
17 Marie Neisess executed a formal Memorandum of Agreement ("MOA") with CCSD
18 regarding state special education funding (Senate Bill 231) (See Exhibit H). In
19 **Attachment A, Section II** of that signed agreement, CCEA explicitly designated
20 qualifying Special Education positions that are *"located within a school"*.
21

22 Listed directly on that official document—under CCEA's own signature—is:

23 **ADAPT PHYS ED (HR Code C6000)**

24 Under CCEA's past formal agreement, all APE teachers were explicitly recognized as
25 Special Education personnel "located within a school" for the purpose of receiving
26 statutory retention funding. CCEA cannot credibly argue to this Board that a position it
27 formally recognized as a school-located Special Education position in 2024 suddenly
28

1 became an excluded, non-school "auxiliary" position in 2025–2026 without a single line
2 of text changing in the written contract.

3
4 This drastic, unexplained pivot—contradicting the Union's own signed agreements—
5 further demonstrates that CCEA's exclusion of Complainant was entirely arbitrary,
6 irrational, and executed in bad faith under NRS 288.

7 **6. CCEA's Conduct Violates the Legal Standard of Reasonableness**

8
9 Respondent hides behind labor law protections, citing *Vos v. City of Las Vegas*, EMRB
10 No. 749 (2014) and *Marquez v. Screen Actors Guild, Inc.*, 525 U.S. 33 (1998) to argue
11 that CCEA's decisions are shielded by a "wide range of reasonableness." However,
12 CCEA ignores the foundational holding of those very cases: an action is arbitrary and
13 irrational when it is "without a rational basis or explanation."

14
15 When a dues-paying member holds a valid Special Education license, delivers direct
16 instruction in Title I schools, and perfectly meets every single criterion outlined in both
17 the ratified Collective Bargaining Agreement and official District guidance, it is
18 profoundly reasonable to expect equal treatment and representation. Drawing an
19 arbitrary line based strictly on backend administrative payroll codes—while ignoring
20 identical daily job duties, plain contract text, and actively paying out identical itinerant
21 peers in the same department—is completely devoid of any rational basis. For the
22 Union to fundamentally misrepresent the APE position, ignore clear contract terms, and
23 stonewall representation falls well outside any "wide range of reasonableness" and
24 constitutes bad-faith conduct under NRS 288.

25 Unlike discretionary contract provisions that leave payouts to administrative choice,
26 Article 26-19 creates a non-discretionary, mandatory entitlement for all licensed Special
27 Education teachers providing direct instruction at Title I schools. CCEA cannot
28

1 transform a clear, mandatory contractual right into an arbitrary administrative exclusion
2 through unwritten, extracontractual "oral understandings".
3
4

5 **E. CCEA Acted in Bad Faith: Hostility, Evidentiary Obstruction, and** 6 **Procedural Hypocrisy**

7 A union acts in bad faith when its conduct is deceptive, dishonest, or perfunctory. The
8 timeline of interactions between Complainant and CCEA leadership establishes a clear
9 bad-faith pattern of behavior designed to isolate Complainant, suppress transparent
10 observation, and shield their flawed logic from external scrutiny.
11

12 **1. Perfunctory Abandonment by Executive Leadership**

13
14 On April 29, 2026, Complainant requested a clear contractual justification for the denial
15 of the Title 1 funds and asked if CCEA's final position was to continue being non-
16 supportive. CCEA in their Motion to Dismiss attached nearly every email ever
17 exchanged, except for this specific one where CCEA Executive Director John Vellardita
18 responded with a hostile, perfunctory directive: "*File your complaint*" (See Exhibit D).
19 Rather than fulfilling the union's foundational duty to investigate a member's valid
20 grievance regarding a multi-thousand-dollar contract dispute, top leadership
21 immediately abandoned its representational role, forcing the member into an adversarial
22 legal position.

23 **2. Pretextual Witness Suppression & Violation of Written Procedures**

24
25 CCEA actively blocked State Board of Education Member Annette Dawson Owens and
26 Anna Binder from attending the virtual MRC meeting, relying on fabricated rules to
27 shield its proceedings from public scrutiny:
28

- 1 • **The Written Guarantee vs. Fabricated Exclusions:** Under Sections 2.E and
2 3.F of CCEA's published *Member Rights Committee Grievance Procedures*, a
3 grievant is explicitly granted the right to be "*accompanied by up to three (3)*
4 *witnesses or representatives*" (See Exhibit I). The published procedures contain
5 **zero restrictions, qualifications, or membership eligibility requirements**
6 governing who a member may bring. By denying entry to Complainant's
7 designated representatives, CCEA violated its own written guidelines and
8 manufactured post-hoc, off-the-cuff exclusions to isolate Complainant during the
9 proceeding.
10
- 11 • **The Co-Sponsor Connection & True Relevance:** CCEA pretextually argued
12 that these witnesses were "irrelevant" and would "clog" the proceeding. Yet,
13 CCEA spent their entire presentation focusing on the legislative intent of AB 398.
14 State Board of Education Member Annette Dawson Owens is a close
15 professional associate of the very legislative co-sponsor of AB 398. The Union's
16 claim that a sitting Nevada State Board of Education member is "irrelevant" to a
17 dispute regarding a state education funding bill is completely disingenuous.
18
- 19 • **Fear of Objective Observers:** These witnesses were not called to disrupt the
20 presentation; they were objective observers brought to witness the transparency
21 of the logic CCEA used to deny its own special education members contractually
22 guaranteed funds. CCEA barred these witnesses to avoid objective scrutiny of a
23 position that lacks legal and contractual merit. And they did not exclude these
24 witnesses because they were "irrelevant"—they excluded them because they
25 were *too* relevant, and the Union could not afford to have public education
26 officials and outspoken advocates witness how CCEA actually conducts these
27 closed-door proceedings.
28

3. Disingenuous Framing of Mandatory Procedures as "Accommodations"

In an effort to manufacture a defense of "fairness," CCEA falsely asserts in its pleadings that it extended special favors or flexible presentation orders to Complainant during the MRC hearing. This argument is flatly contradicted by CCEA's own procedural manual:

- **Mandatory Presentation Order:** Under Sections 2.D–E and 3.D–F of the MRC Procedures, Association Staff present their report and recommendation first, after which the Grievant presents their challenge.
- **Procedural Hypocrisy:** Adhering to mandatory, published meeting rules is not an extraordinary "accommodation" or an act of good faith—it is basic procedural compliance. For CCEA to frame mandatory compliance as a generous concession, while simultaneously violating its own written witness rules, underscores the arbitrary and bad-faith nature of CCEA's representational conduct.

4. CCEA's Superficial Review Evidences Perfunctory and Bad-Faith Conduct

In her submitted affidavit, the MRC Chairperson emphasizes that committee members are instructed to treat these proceedings with gravity due to the serious financial stakes involved. However, the actual execution of the meeting starkly contradicted these written assertions, demonstrating a perfunctory, "going-through-the-motions" approach.

During this official proceeding regarding Complainant's contractually guaranteed compensation, Complainant never saw an MRC member's camera turned on (aside from Dante Dabaghian and Alex Shelton). The committee members refused to engage or maintain a visual presence while judging the merits of a member's grievance. The entire committee asked Complainant just a single question: whether or not he writes

1 IEPs. When Complainant confirmed that he writes the Adapted Physical Education
2 component for the 35 Special Education students on his caseload, this fact alone should
3 have conclusively established his Special Education status to any impartial body.
4 Conspicuously absent was any attempt by the committee to inquire why Complainant's
5 identical APE colleagues—who also are not teachers of record—received the
6 differential compensation while Complainant was arbitrarily excluded.
7 Despite Complainant directly presenting these identical position comparators, the
8 committee conducted no digging, asked no follow-up questions, and showed zero
9 interest in resolving this glaring disparity. The contrast between the Chairperson's sworn
10 statements regarding the rigor of the committee and the reality of an unengaged, black-
11 screen panel demonstrates that the proceeding was a mere formality designed to
12 rubber-stamp a predetermined denial. This total failure to conduct a genuine, attentive,
13 or probing review further evidences the perfunctory and bad-faith nature of CCEA's
14 representation.

15 16 17 **F. The "Exhaustion of Administrative Remedies" Doctrine is Inapplicable** 18 **Due to Union Futility, Obstruction, and Explicit Waiver**

19 Respondent CCEA asserts that this action must be dismissed because Complainant
20 failed to exhaust internal administrative remedies by not waiting for an Executive Board
21 meeting. This defense is an exercise in profound legal hypocrisy. A member is legally
22 excused from exhausting internal union appeal processes when the union's own
23 behavior renders those processes futile, dilatory, or non-existent.

- 24
25 • **Explicit Directive by Union Leadership:** On April 29, 2026, when Complainant
26 attempted to engage with the union's internal structures to find a contractual
27 resolution, CCEA Executive Director John Vellardita gave a definitive, hostile
28

1 directive: *"File your complaint."* Top leadership did not invite an internal appeal;
2 they explicitly shut the door on informal resolution and ordered the member into
3 an adversarial legal posture. The Union cannot command a member to file a
4 formal legal complaint and then subsequently argue that the member was wrong
5 for obeying that command.
6

- 7 • **Futility and Administrative Ghosting:** Following the perfunctory directive from
8 executive leadership, the Union actively ignored Complainant's final emails.
9 Complainant was left with no timeline, no response, and no reasonable
10 expectation that an Executive Board meeting would ever be scheduled, let alone
11 conducted in good faith.
12
- 13 • **The Illusory Internal Hearing:** The Union's bad-faith handling of the lower
14 Member Rights Committee ("MRC") meeting—turning off cameras, treating a
15 multi-thousand-dollar contract dispute with utter flippancy, and actively blocking
16 key public education witnesses—proved that further internal union steps were a
17 dead end.
18
- 19 • **Respondent's Contradictory Procedural Catch-22:** Respondent's arguments
20 rely on contradictory legal logic. On one hand, CCEA moves to dismiss the
21 Complaint as untimely, claiming Complainant waited too long to seek relief. On
22 the other hand, CCEA simultaneously moves to dismiss for failure to exhaust
23 administrative remedies, arguing Complainant should have spent additional
24 months navigating secondary internal union appeals before the Executive Board.
25 Respondent cannot simultaneously argue that time had expired while demanding
26 that Complainant remain trapped in an endless cycle of futile internal union
27 reviews. This double standard demonstrates that CCEA uses internal appeal
28

1 steps not as a genuine tool for dispute resolution, but as a procedural trap
2 designed to run out the clock on a member's statutory rights under NRS 288.
3

4 When a union's top leadership acts with open hostility, stonewalls communication, and
5 commands a member to take legal action, the exhaustion requirement is met via futility.
6 CCEA cannot use internal administrative steps as an endless waiting room to freeze a
7 member's statutory rights under NRS 288.
8

9 **G. Respondent's Request for Attorney's Fees is Unwarranted Under EMRB** 10 **Standards** 11

12 Respondent CCEA concludes its motion by requesting that this Board award them
13 attorney's fees. This request is without basis in law or fact under the EMRB's governing
14 standards.
15

16 Under Board regulations and established Nevada practice, an award of attorney's fees
17 is an extraordinary remedy reserved for claims that are frivolous, vexatious, or brought
18 without reasonable foundation. Complainant's action is rooted directly in the express
19 language of the ratified Collective Bargaining Agreement, documented department
20 operational duties, and evidence of disparate treatment among bargaining unit
21 members.
22

23 Because this matter presents a genuine, good-faith dispute regarding contractual
24 entitlements under NRS 288, penalizing a public educator for seeking administrative
25 clarification under statutory rights would run counter to the purpose of the Board's
26 dispute-resolution process. Accordingly, Respondent's request for attorney's fees lacks
27 factual and legal support and should be denied.
28

V. CONCLUSION & PRAYER FOR RELIEF

CCEA has made unwritten, retroactive "oral understandings" and backend administrative payroll codes the material foundation of their defense. Having chosen to rely on these extrinsic, non-contractual assertions to justify denying Complainant a contractually guaranteed \$5,000 benefit, CCEA should be required to substantiate that defense with actual evidence rather than obtain a dismissal based solely upon their own self-serving characterizations.

Complainant has set forth substantial allegations and documentary proof establishing that:

1. **Plain Contract Text Governs:** Article 26-19 contains zero "teacher of record" or itinerant exclusions, and District implementation guidance explicitly confirms that Special Education teachers providing direct instruction at Title I schools are eligible.
2. **Disparate Treatment Exists:** Identical itinerant peers within Complainant's exact department—performing the exact same duties in the exact same Title I classrooms—are actively receiving the \$5,000 differential, proving CCEA's exclusion is arbitrary and discriminatory.
3. **Bad Faith & Perfunctory Representation:** Executive leadership perfunctorily abandoned their duty by commanding Complainant to "file your complaint," suppressed key public education witnesses from observing proceedings, and conducted a superficial review where committee members sat behind turned-off cameras.

1 These issues present genuine, glaring disputes of material fact that fall squarely within
2 this Board's statutory jurisdiction under NRS 288 and cannot be swept under the rug by
3 a Motion to Dismiss.
4

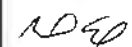
5 **WHEREFORE**, Complainant respectfully requests that the Board:

- 6 1. **DENY** Respondent CCEA's Motion to Dismiss in its entirety;
- 7 2. **ORDER** this matter to proceed to formal discovery so that unredacted funding
8 lists, internal communications, and witness depositions may be secured; and
9 3. **SET** an evidentiary hearing on the merits of the Complaint.
10

11 In the alternative, to the extent the Board concludes that the present record is
12 insufficient to determine the existence, timing, content, or legal effect of the alleged "oral
13 understandings" relied upon by Respondent, Complainant respectfully requests that
14 disposition of this Motion to Dismiss be deferred until reasonable, targeted discovery
15 concerning those alleged unwritten agreements has been completed.
16
17

18 Dated this 24th day of July, 2026.
19

20 Respectfully submitted,

21 

22 Michael Paul English

23 1692 Wicklow Way

24 Henderson, NV 89014

25 315-406-8773

26 Michael.English1120@Gmail.com

27 *Complainant, Pro Se*
28

INDEX OF EXHIBITS

EXHIBIT A: Printout of Nevada Administrative Code (NAC) 391.367 (*Qualifications for teaching adapted physical education to pupils who have disabilities*).

EXHIBIT B: Copy of Article 26-19 ("Differential / Hard-to-Fill Compensation") of the ratified 2025–2027 Collective Bargaining Agreement between Clark County School District and Clark County Education Association.

EXHIBIT C: Official Notification / Earnings Statement confirming receipt of the \$5,000 Title I Differential by an identical itinerant Adapted Physical Education peer.

EXHIBIT D: Email correspondence dated April 29, 2026, from CCEA Executive Director John Vellardita directing Complainant to *"File your complaint."*

EXHIBIT E: Clark County School District Critical Labor Shortage (CLS) Position Guidance designating Special Education as a District-wide shortage discipline.

EXHIBIT F: CCSD Human Resources Official Communication and Assembly Bill 398 Hard-to-Fill Compensation FAQ issued April 17, 2026.

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

EXHIBIT H: Signed Memorandum of Agreement between CCSD and CCEA dated March 28, 2024 (SB 231 Attachment A, Section II) explicitly listing `ADAPT PHYS ED.

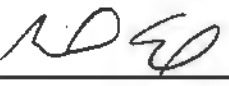
EXHIBIT I: Copy of CCEA Member Rights Committee (MRC) Guidelines provided by CCEA Legal Counsel containing zero rules or restrictions on witness attendance.

1 **CERTIFICATE OF SERVICE**

2
3
4 I hereby certify that on the 24th day of July, 2026, I served a true and correct copy of the
5 foregoing **Complainant's Opposition to Clark County Education Association's Motion to**
6 **Dismiss** via Electronic Service (per agreement) to the following parties of record:

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

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

15
16
17 By:  _____

18 **Michael Paul English**
19 1692 Wicklow Way
20 Henderson, NV 89014
21 315-406-8773
22 Michael.English1120@Gmail.com

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

EXHIBIT A

NAC 391.367 Qualifications for teaching adapted physical education to pupils who have disabilities. ([NRS 385.080](#), [391.019](#), [391.032](#))

1. Before teaching adapted physical education to pupils, ages 3 to 21, inclusive, who have disabilities in a setting other than the regular classroom, a person must:

(a) Hold an endorsement issued pursuant to this section; or

(b) Hold a teacher's elementary or secondary license, a license to teach special education, a license to teach middle school or junior high school education, or a bachelor's or master's degree with a major or minor in special education, must have completed 6 semester hours from the course work prescribed in subparagraph (2) of paragraph (d) of subsection 2 and must complete a program of preparation leading to licensing in this field within 3 years after beginning to teach such pupils.

2. To receive the endorsement, the person must:

(a) Have completed a program of preparation for teaching adapted physical education which has been approved by the Board;

(b) Hold a license or certificate, issued by another state, with an endorsement to teach adapted physical education to pupils who have disabilities;

(c) Hold a bachelor's or master's degree in adapted physical education and have completed a practicum, student teaching, equivalent field experience or 1 year of verifiable teaching experience in adapted physical education; or

(d) Have completed a bachelor's or master's degree in physical education or special education and:

(1) Have completed a practicum, student teaching, equivalent field experience or 1 year of verifiable teaching experience in adapted physical education; and

(2) Have completed 12 semester hours of course work, including course work in the following areas:

(I) Introduction to adapted physical education;

(II) Assessment of pupils for adapted physical education;

(III) Methods and strategies in adapted physical education;

(IV) Introduction to special education or the education of pupils who have disabilities; and

(V) Parental involvement in programs for pupils who have disabilities.

➔ The requirement for course work in two of these areas may be satisfied by completing one course, of at least 3 semester hours, that encompasses both subject matters.

(Added to NAC by Bd. of Education, eff. 3-7-84; A 11-25-86; A by Comm'n on Prof. Standards in Education, 7-18-88; 11-27-91, eff. 1-11-92; 1-10-96; R005-05, 10-31-2005; R028-11, 10-26-2011)

EXHIBIT B



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 Year), licensed employees in Title I schools that have the following vacancy rates shall be eligible for additional compensation, contingent upon funding from AB 308, 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 duties 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 2025-2027 School Year, Articles 25-19-1 through 25-19-6 shall apply.



EXHIBIT C

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 D



4 of many



Michael English [Auxiliary Services] <englim@nv.ccsd.net>
to Alex, Kristan, John

Apr 29, 2026, 10:13 PM



I am disappointed that CCEA is refusing to support a grievance where the contract language (Article 26-19-6) explicitly include Special Education teachers regardless of classroom type. Since the District's denial provided no contractual justification, the Union's refusal to process this grievance appears arbitrary. Please confirm in writing if this is the Union's final position, as I am now preparing a Prohibited Practice Complaint with the EMRB.

Michael English
Adapted Physical Education Teacher
315-406-8773



John Vellardita <jvellardita@ccea-nv.org>
to me, Alex, Kristan

Apr 29, 2026, 10:41 PM



File your complaint.

Sent from my iPhone

On Apr 29, 2026, at 7:13 PM, Michael English [Auxiliary Services] <englim@nv.ccsd.net> wrote:

EXHIBIT E



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 Chldhd 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 Study
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 F

Frequently Asked Questions (FAQ) Assembly Bill 398 Hard-to-Fill Compensation

1. Where is the negotiated language for AB398?

- a. Article 26-19 of the 2025–2027 Negotiated Agreement provides additional compensation for licensed employees in hard-to-fill teaching positions at qualifying Title I schools¹. This incentive is funded through Assembly Bill 398 (AB 398)².

2. How much additional compensation is provided?

- a. The District received funding for the 2025-2027 biennium. The intent to provide eligible employees up to \$5,000 in additional compensation per year. However, the additional compensation is contingent upon available funding. Therefore, when the funding is exhausted, the additional compensation will cease.

3. Who is eligible to receive this additional compensation?

- a. Licensed employees who:
 - i. Work and are assigned to Title I schools that either meet the required vacancy rates
 - ii. Are a classroom teacher or spend the majority of their assigned duties teaching students in a classroom; and
 - iii. Teach under the following categories
 - 1. English
 - 2. Math
 - 3. Science
 - 4. Special Education
- b. Special education teachers in remaining Title 1 schools.

4. How do schools qualify under the vacancy rates?

- a. Title I schools qualify based on the following vacancy rates:
 - i. Elementary schools: 10% or higher
 - ii. Middle schools: 12% or higher
 - iii. High schools: 15% or higher

5. How many schools qualify based on vacancy rates?

- a. 78 Elementary schools
- b. 15 Middle schools
- c. 3 High schools

6. How many schools that did not meet the vacancy rate were added to include Special Education teachers at those sites?

¹<https://ccea-nv.org/live/wp-content/uploads/2026/03/2025-2027-CCEA-CCSD-Negotiated-Agreement-revisions-Signed.pdf>

² <https://www.leg.state.nv.us/App/NEILS/REL/83rd2025/Bill/12563/Text#> (As Enrolled)

- a. 89 Elementary schools
 - b. 20 Middle schools
 - c. 26 High schools
- 7. How many total employees qualify for this additional compensation?**
- a. As of Friday, April 17, 2026, 4,516 employees qualify for this additional compensation.
- 8. Are special education teachers eligible?**
- a. Yes. For 2025-2026, Special Education teachers assigned to a qualifying Title I school are eligible, even if they teach in a self-contained classroom and even if the school does not meet the vacancy threshold.
- 9. How and when will the additional compensation be paid?**
- a. Eligible employees will receive additional compensation distributed across their paychecks, prorated over the school year based on their contract start date. Payments began with the second paycheck in April 2026 and include retroactive pay, where applicable.
- 10. How do these payments affect my taxes, and which year will I see these payments reflected in my W-2?**
- a. Taxes will be reflected as they would be on a normal salary. This year's (2025-2026 contract year) pay will be reflected on your 2026 W-2, distributed in January 2027.
- 11. Is this additional compensation PERS sensitive?**
- a. Yes. This compensation is part of the employee's base pay and is subject to PERS.
- 12. Will all eligible employees receive the full \$5,000?**
- a. Payments are subject to available funding. Employees may receive up to \$5,000, but funding could be exhausted before the full amount is distributed each year.
- 13. What happens if I am not employed for the full school year?**
- a. Employees who are not active and eligible for the entire school year will receive a prorated amount of the additional compensation based on the portion of the contract year employed and eligible.
- 14. How will I know if I am eligible?**
- a. Eligible employees will receive an individual notification confirming their eligibility and providing payment details.
- 15. Who can I contact if I have questions?**
- a. For additional information, please contact the Licensed Contracting Department at 702-799-2812 (option 1) or Human Resources for further assistance.

EXHIBIT G

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 H

**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.

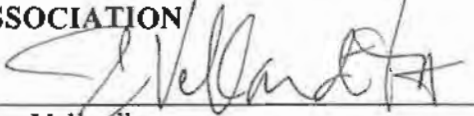
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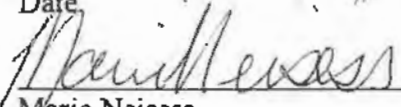
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CLARK COUNTY EDUCATION
ASSOCIATION

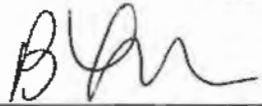

John Vellardita
Executive Director

3/28/24
Date

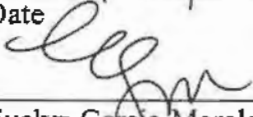

Marie Neisess
President-CCEA

3/28/24
Date

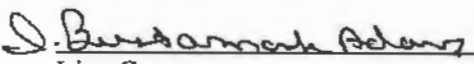
CLARK COUNTY SCHOOL DISTRICT


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 I

Member Rights Committee Grievance Procedures

1. Responsibilities

- A.** It is the responsibility of the MRC to make determinations relating to the disposition of grievances which have been processed through the Grievance Process as described in the Collective Bargaining Agreement (CBA) between the Clark County Education Association (CCEA) and the Clark County School District (CCSD).
- B.** The MRC will, after a hearing, determine whether a grievance shall be taken to final arbitration.
- C.** The MRC is under no obligation to further any grievance to arbitration.

2. Proceedings regarding cases filed by the Association:

- A.** Grievances resulting from a dispute relating to the Collective Bargaining Agreement (CBA) that have completed Level 2 of the Grievance Process are to be brought before the MRC for disposition. Grievances related to admonitions that were accompanied by a suspension will not be brought before the Member Rights Committee.
- B.** Association Staff shall prepare a report outlining pertinent information relating to the grievance. Included in the report will be a recommendation whether to proceed to binding arbitration or not.
- C.** The Grievant will be notified of the time and place of the hearing and whether the Association Staff recommends arbitration.
- D.** During the hearing Association Staff will present oral/written arguments supporting the recommendation. The Association Staff may make a presentation lasting no more than twenty (20) minutes. Upon conclusion of the presentation committee members may ask pertinent questions of the staff member.
- E.** The Grievant may be present during the staff presentation. The Grievant and anyone accompanying the Grievant will remain silent and not interrupt the proceedings unless specifically asked to respond to a question or a point of information by the Chairperson of the Committee.

The Grievant will have the opportunity to present pertinent information to either support or challenge the staff recommendation for case disposition. The Grievant may make a presentation lasting no more than ten (10) minutes. However, the Grievant can request an additional ten (10) minutes from the MRC to present their case upon expiration of the original ten (10) minutes. The MRC has sole discretion in granting this request.

The Grievant may present oral/written evidence/arguments. The Grievant may be accompanied by up to three (3) witnesses or representatives. Upon the conclusion of the presentation, committee members may ask pertinent questions of the Grievant and/or witnesses.

- F. Prior to deliberations members of the MRC may ask pertinent questions of the Association Staff.
- G. Upon completion of all oral/written evidence/presentations the MRC will, in a closed session, deliberate the case and make a determination whether or not to proceed to binding arbitration. The MRC shall forward a written finding to the Grievant within ten (10) calendar days of its decision. It is permissible for the MRC to table a case until the next scheduled meeting and render a decision at that time.
- H. Upon a majority vote of the MRC time limits and/or witness representative limits may be waived.
- I. If the Grievant fails to attend the MRC meeting and does not notify the CCEA staff liaison at least twenty-four (24) hours prior to the meeting the Grievant waives his/her right to appeal the MRC's decision. In the event of an emergency that prevents the Grievant from providing the required twenty-four hour notice the Grievant may request that the MRC waive this rule and hear their case.

3. Proceedings regarding cases filed by an individual

- A. A copy of the grievance(s) filed by an individual member of the bargaining unit along with copies of supporting documents and a summary of their argument shall be provided to CCEA within thirty (30) days following the appeal of the grievance to arbitration.
- B. Association Staff shall prepare a report outlining pertinent information relating to the grievance. Included in the report will be a recommendation whether to proceed to binding arbitration or not.
- C. The Grievant will be notified of the time and place of the hearing and whether Association Staff recommends arbitration.
- D. During the hearing Association Staff will present oral/written arguments supporting the recommendation. The Association Staff may make a presentation lasting no more than twenty (20) minutes. Upon conclusion of the presentation committee members may ask pertinent questions of the staff member.
- E. The Grievant may be present during the staff presentation. The Grievant and anyone accompanying the Grievant will remain silent and not interrupt the proceedings unless specifically asked to respond to a question or a point of information by the Chairperson of the Committee.

- F.** The Grievant will have the opportunity to present pertinent information to either support or challenge the staff recommendation for case disposition. The Grievant may make a presentation lasting no more than ten (10) minutes. However, the Grievant can request an additional ten (10) minutes from the MRC to present their case upon the expiration of the original ten (10) minutes. The MRC has sole discretion in granting this request.

The Grievant may present oral/written evidence/arguments. The Grievant may be accompanied by up to three (3) witnesses or representatives. Upon the conclusion of the presentation, committee members may ask pertinent questions of the Grievant and/or witnesses.

- G.** Prior to deliberations members of the MRC may ask pertinent questions of the Association Staff.
- H.** Upon completion of all oral/written evidence/presentations the MRC will, in a closed session, deliberate the case and make a determination whether or not to proceed to binding arbitration. The MRC shall forward a written finding to the Grievant within ten (10) calendar days of its decision. It is permissible for the MRC to table a case until the next scheduled meeting and render a decision at that time.
- I.** Upon the majority vote of the MRC time limits and/or witness representative limits may be waived.
- J.** If the Grievant fails to attend the MRC meeting and does not notify the CCEA staff liaison at least twenty-four (24) hours prior to the meeting the Grievant waives his/her right to appeal the MRC's decision. In the event of an emergency that prevents the Grievant from providing the required twenty-four hour notice the Grievant may request that the MRC waive this rule and hear their case.
- K.** Grievances related to admonitions that were accompanied by a suspension will be treated as a suspension under Paragraph D of this Article and will not be brought before the Member Rights Committee.

4. Appeal Procedure

- A.** In the event the Grievant was present at the MRC meeting and discovers new information which the Grievant believes the MRC should consider, he or she may appeal to the Association's Executive Board. Said request for reconsideration of the MRC's decision must take place within thirty (30) days of the MRC's decision. New information is any information which was not known or available at the time of the MRC vote.
- B.** The MRC Chairperson or designee will submit a report to the Executive Board summarizing the committee's deliberations/determination of the case on appeal.

- C.** If the Grievant fails to attend the appeal hearing and does not notify the CCEA President at least twenty-four (24) hours prior to the hearing date the appeal shall be denied. In the event of an emergency that prevents the Grievant from providing the required twenty-four hour notice the Grievant may request that the MRC waive this rule and hear their case.
- D.** If the Association staff has new information, as defined in Section 4.A. above, the Association staff may, at any time, request that the MRC reconsider its earlier vote to arbitrate the Grievant's case.

5. Confidentiality

- A.** All proceedings of the MRC shall be held in closed session and, with the exception of required minutes, shall remain confidential.
- B.** Except as required by the bylaws of CCEA all appeals to the CCEA Executive Board shall be held in closed session and, with the exception of required minutes, shall remain confidential.

6. Funding

- A.** MRC's decision to arbitrate does not determine funding.
- B.** Funding for the arbitration of suspension(s) and/or dismissal(s) will be determined by the CCEA Legal Services Program Policy and Procedures.
- C.** If MRC determines that a grievance shall go to arbitration the grievance arbitration will only be funded if the grievant was a member at all times of the occurrence (i.e. the act or series of acts which lead to the grievance) and shall not have voluntarily terminated membership prior to and up to the decision of the arbitrator.
- D.** Grievant(s) who do not meet the criteria contained in 6.C. shall pay for the arbitration according to the CCEA's fee schedule as contained in Section 6.E.
- E.** If the Grievant does not qualify for funding but wishes to have the case proceed through arbitration then the Grievant shall be required to submit a fee to CCEA in the amount of \$3600.00 no later than sixty (60) days prior to the arbitration hearing. This fee is to cover staff time and administrative costs at a rate of \$100.00 per hour for thirty-six (36) hours of preparation and advocacy. Time in excess of thirty-six (36) hours, as well as, related expenses such as the cost of obtaining witnesses shall be charged to Grievant and paid by the Grievant within thirty (30) days of billing by CCEA. An additional fee in an amount equal to one-half (1/2) of the anticipated arbitrator's fee for hearing days and deliberation plus one-half (1/2) of the anticipated cost of a court reporter shall also be submitted to CCEA no later than sixty (60) days prior to the arbitration hearing. Should the Grievant's half of the arbitrator's and/or court reporter's fees be less than the amount submitted then

the excess shall be returned to the Grievant. Similarly the Grievant shall be responsible for one-half (1/2) of any fees and costs charged by the arbitrator and/or court reporter in excess of that already submitted by the Grievant.

CCEA (Respondent)

Reply in Support of Motion to Dismiss

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3 Clark County Education Association
4 4230 McLeod Drive
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STATE OF NEVADA

GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

9 MICHAEL ENGLISH,
10 Complainant,

Case No.: 2026-012

11 v.

**REPLY IN SUPPORT OF CLARK COUNTY
EDUCATION ASSOCIATION'S MOTION TO
DISMISS**

12 CLARK COUNTY EDUCATION
13 ASSOCIATION; CLARK COUNTY
14 SCHOOL DISTRICT,
Respondents

15 Respondent Clark County Education Association ("CCEA" or "Association"), by and
16 through its undersigned counsel, hereby files its Reply in support of its Motion to Dismiss
17 Complainant Michael English's ("Complainant" or "English") Complaint.
18

19 **I. INTRODUCTION**

20 In opposing CCEA's Motion, Complainant attempts to muddy the waters by introducing
21 a litany of self-serving contractual arguments entirely ignorant of the negotiated intent behind
22 Article 26-19 of the 2025-2027 CBA, a differential pay provision funded by and modeled after
23 the language of Assembly Bill 398 ("AB 398"). CCEA made a valid agreement with CCSD that
24 this compensation was reserved for *school-based employees within Title I schools*. This
25 agreement has been confirmed through written statements by the chief negotiators for both
26 parties to the CBA. Despite this affirmation by CCEA and CCSD of the meaning Article 26-19,
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1 Complainant, a centrally-based employee, whose position is undisputedly not “hard-to-fill”
2 under AB 398, is vying to circumvent this agreement. Dissatisfied that CCEA disagreed with his
3 interpretation of the CBA, Complainant exclusively offers in support of his contentions of
4 arbitrary conduct singular, self-serving contractual arguments, asking this Board to step in
5 between valid negotiations made between parties to a CBA. In the face of CCEA’s detailed,
6 legitimate rationale it has communicated in its Motion pertaining to it negotiating with CCSD
7 that the extra compensation was not intended for centrally-based employees, Complainant can
8 demonstrate no “wholly irrational conduct” that was “so far outside a wide range of
9 reasonableness” required to establish arbitrary conduct. CCEA, based on the proper meaning and
10 intent behind the language of Article 26-19, declined to process his grievance to arbitration, after
11 an MRC meeting was held in conformity with CCEA’s Policies and practices, where
12 Complainant presented his case, and the Committee determined that his grievance lacked merit.
13 Neither his purely internal quibbles about the MRC meeting, nor the tone of one email, come
14 close to establishing probable cause of bad faith. No justiciable controversy or probable cause
15 exists pursuant to NRS 288 that this Board may consider in this Complaint against CCEA. This
16 Complaint is also “spurious or frivolous” or otherwise addresses issues that have been settled
17 according to NAC 288.375(5). Thus, this Board should grant CCEA’s Motion to Dismiss.
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21 **II. MEMORANDUM OF POINTS AND AUTHORITIES**

22 **A. This Board Does Not Have Jurisdiction Over Purely Internal Union Matters.**

23 Complainant is asking this Board to step in between the internal business of an employee
24 and his exclusive bargaining representative as they pertain to his lamentations about the May 21
25 MRC meeting in which he presented his case for deliberation by the Committee, including some
26 of the Committee members’ cameras being off, the alleged lack of questions, his inability to
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1 admit two irrelevant, non-witness "observers" into the meeting, and staff, in his view,
2 dominating and/or controlling the meeting, contending that this Board possesses the jurisdiction
3 to do so simply because a grievance is involved. Opposition. CCEA regrets that Complainant
4 was dissatisfied with the MRC meeting that was specially convened just to hear his grievance,
5 however, the mere existence of a grievance being filed by an employee does not give this Board
6 jurisdiction over matters which do not pertain to a union's representation functions.
7

8 "Challenging a union's internal procedures is enough to dismiss the complaint." *Shimose*
9 *v. Int'l. Longshore & Warehouse Union, Local 142*, 2023 U.S. Dist. LEXIS 56155 at 9-10 (D.
10 Haw. 2023). Repeatedly, this Board "has clearly asserted its unwillingness to act as a referee in
11 internal employee organization matters." *Int. Ass'n. of Firefighters, Local 1883 v. City of*
12 *Henderson*, Case No. A1-045455, Item No. 239 at 3 (1990); citing *Triner, et. al. v. American*
13 *Federation of Teachers Local 2170, et. al.*, Case No. A1-045289, Item No. 41 (1975) ("There is
14 no provision in Chapter 288 which indicates that we possess the jurisdiction to rule upon the
15 internal functioning of a local government employee organization."). For the duty of fair
16 representation to be involved regarding the internal conduct of a union, Complainant cannot
17 merely provide a "ritualistic incantation" of the Association's duty; *Shimose*, 2023 U.S. Dist.
18 Lexis 56155 at 13; there must be a showing that the union's action pertained to a "representation
19 function, which means some kind of dealings with the employees' employer." *Int'l. Alliance of*
20 *Theatrical Stage Emples.*, 2019 NLRB LEXIS 357 at 31, 46 ("Congress did not deputize the
21 Board to be an all-purpose Smokey Bear patrolling a union's habitat and stomping out any flicker
22 of unfairness."). Further, a union has a "legitimate interest" in maintaining control over the
23 grievance process so as to avoid erosion of its exclusive bargaining status. *United Steelworkers*,
24 336 NLRB 52, 55 (2001).
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1 Complainant indicates that “The EMRB has long recognized that it possesses the explicit
2 authority to police internal union conduct,” Opp. p. 7, yet he cites no legal authority which would
3 allow for this Board to dissect CCEA’s internal meeting procedures. He shys away from CCEA’s
4 explanation in its Motion of *Teamsters*, where the NLRB held, despite the substantive matter of
5 the complaint pertaining to the union’s alleged perfunctory processing of grievances, that the
6 organization’s decisions were the “type of internal union decisions that the Board and the
7 Supreme Court have historically protected.” 2020 NLRB LEXIS 529 at 20. Specifically, the
8 NLRB determined that the union’s decisions pertaining to the scheduling of grievances for
9 arbitration, and to not invite the complainant to attend his grievance hearing, were wholly
10 internal matters which do not involve a union’s duty to fairly represent bargaining unit members
11 in the course of performing its representational functions. *Id.* at 9-10.

14 Complainant has made no attempt to explain how the internal union actions complained
15 of in *Teamsters* are distinguishable from his complaints regarding some MRC members’ cameras
16 being off, not enough questions being asked of his case, staff being too involved in the meeting,
17 or him not being able to have non-educator, non-CCSD employees “observe” an internal CCEA
18 meeting. Such complaints are internal judgment calls that the union is empowered to make
19 pertaining to the conduct of Committee members and how grievances are presented.

21 Complainant has offered no evidence that CCEA’s internal judgment calls pertaining to its
22 practices that cameras are on or off at the discretion of the Committee members, only individuals
23 who witnessed the facts giving rise to the grievant’s case may attend an internal CCEA meeting,
24 or that questions are freely asked or not asked by Committee members, is untrue or enforced
25 disparately. Glaringly, Complainant is unable to establish how these internal meeting procedures
26 affect his *relationship to the employer*, CCSD, and therefore, how CCEA’s representational
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1 functions are involved. CCEA did not obstruct or deliberately misinform him with regards to his
2 ability to file an independent grievance. NRS 288 does not provide this Board with jurisdiction to
3 hold that not enough questions were asked of Complainant by the members of the MRC, to
4 determine how many questions should be asked of a grievant during the presentation, that when a
5 grievant presents his case, Committee members need to have their cameras turned on, or that a
6 grievant may bring any individual of their choosing to their grievance presentation, regardless of
7 their motives or relevance to the case, not to mention to "observe" an internal meeting. These
8 types of actions have nothing to do with Complainant's interactions with CCSD or his
9 employment conditions.
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11
12 Complainant neglects to understand that what distinguishes the case at hand from the
13 NLRB's decision in *Building Material* is that the union's conduct in the aforementioned decision
14 *directly affected the complainant's employment with the employer*. The union official in *Building*
15 *Material* took a course of action directly impacting the complainant's conditions of employment
16 with his employer; indeed affecting the employment itself, as because of the official appointing
17 his son-in-law to be a steward, in a bargaining unit where stewards were given superseniority,
18 the complainant was laid off. 229 NLRB 347, 348 (1977). Complainant cannot demonstrate
19 anything close to a comparable impact on his employment relationship with CCSD through his
20 gripes pertaining to the MRC's practices, procedures, and policies on cameras, meeting
21 attendees, questions, or staff involvement in internal meetings. He is still employed at CCSD,
22 remains a member of CCEA, and his terms and conditions of employment remain the same as
23 they were prior to the MRC meeting. Complainant has proffered no proof that CCEA actively
24 utilized the procedures he complains of pertaining to the MRC meeting to compel CCSD to
25 deprive him of any of his statutory rights under NRS 288, or made its decision based on an
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1 impermissible characterization, as opposed to the union business agent in *Building Materials*
2 who was deemed by the NLRB to have made his decision harmfully impacting the employee in
3 question based on personal preferences, thus implicating the DFR. 229 NLRB at 351.

4 Accordingly, this Board should dismiss any allegation from Mr. English's Complaint which
5 allege purely internal union matters, which at a minimum, would be his disagreements over
6 Committee members' cameras being off, the alleged lack of questions asked, staff involvement
7 during the meeting, and the inability for his proffered "observers" to attend the meeting.

8
9 **B. This Board Lacks Jurisdiction Over Purely Contractual Disputes.**

10 Mr. English's Complaint and Opposition presents purely contractual disputes as almost
11 exclusively the sole basis for which he is claiming CCEA breached its DFR, for which this
12 Board also lacks jurisdiction. Using the DFR as a mere "ritualistic incantation," he in reality is
13 petitioning this Board to interpret Article 26-19 the way he interprets it. "It has long been
14 recognized in Nevada that the jurisdiction of a state board is limited to those areas delineated in
15 its enabling statutes." *Reno Police Protective Ass'n. v. City of Reno, et al.*, Case No. 18273, Item
16 No. 16 at 2 (1974). As a result, this Board is confined to the powers granted to it by the State
17 Legislature under NRS 288. *Id.* at 3. Since NRS 288 in turn makes no reference to an executed
18 CBA, this Board has repeatedly held that allegations involving contract interpretation are beyond
19 its jurisdiction, and that without an express grant of jurisdiction to this Board to construe the
20 provisions of an existing CBA at the local government level, **no such jurisdiction may be**
21 **presumed.** *Clark County Classroom Teachers Ass'n. v. Clark County School Dist.*, Case No. A1-
22 045280, Item No. 44 (1975) ("there is no manner in which the complaint may be resolved that
23 would not involve construing the Teacher Advisory Council provisions of the collective
24 bargaining agreement. Therefore, the complaint must be dismissed."); *Reno Police Protective*
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1 *Ass'n. EMRB #16 at 3; Las Vegas Metropolitan Protective Ass'n. v. Las Vegas Metropolitan*
2 *Police Dept.*, Case No. A1-045308, Item No. 67; *Cnty. Of Washoe v. Washoe Cnty. Sherriiff's*
3 *Deputies Ass'n.*, Case No. A1-045300, Item No. 57; *Clark County Classroom Teachers Ass'n. v.*
4 *Clark County School Dist.*, Case No. A1-045351, Item No. 130 ("it is outside the Board's
5 jurisdiction to resolve grievances arising under the parties' collective bargaining agreements.").

6
7 Here, Complainant is plainly attempting to get this Board to adopt his singular view of
8 the CBA, not to determine whether CCEA committed any prohibited practices under NRS 288.
9 Such purely contractual disputes are evident from the wholly contractual arguments he makes
10 throughout his Opposition pertaining to his qualifications as a teacher, his singular interpretation
11 of Article 26-19, and his requested remedies in his Complaint "For an order directing CCSD to
12 immediately award Complainant the \$5,000 hard-to-fill stipend under Article 26-19..." Comp p.
13 6. He merely disagrees with CCEA's and CCSD's shared understanding of the CBA, and
14 possesses no contrary evidence disputing such an agreement being lawfully made between a
15 local government employer and his exclusive bargaining agent, other than his own rogue
16 contractual arguments. Evaluating Complainant's claims surrounding his eligibility for the extra
17 compensation would require this Board to step in between the two parties to the CBA and make
18 an interpretation of Article 26-19, whereas such an analysis would produce nothing probative of
19 whether the parties violated NRS 288. This Board has repeatedly recognized that such questions
20 of pure contract interpretation fall outside of the jursidiction granted to it by NRS 288.

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23 Complainant has made no argument as to why this Board should suddenly change course from
24 roughly 50 years of precedent, and so it should dismiss all of his purely contractual claims.

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1 **C. CCEA Has Not Breached Its Duty of Fair Representation.**

2 To the extent this Board claims jurisdiction over any of Complainant's allegations, this
3 Board should still dismiss the Complaint because he has failed to show probable cause pursuant
4 to NAC 288.375(1) that CCEA breached its DFR. Again, a union breaches its DFR **only** if its
5 actions were "arbitrary, discriminatory, or in bad faith." *Asch v. Clark County School District*
6 *and Clark County Classroom Teachers Association*, Case No. A1-045541, Item No. 314 at 3
7 (1993), citing *Vaca v. Sipes*, 386 U.S. 171, 191 (1967).
8

9 **1. Complainant's Contractual Arguments Do Not Demonstrate Arbitrary Conduct.**

10 A union's actions are arbitrary "only if its conduct can be fairly characterized as so far
11 outside a 'wide range of reasonableness that it is wholly 'irrational' or 'arbitrary'" or is otherwise
12 "without a rational basis or explanation." *Vos v. City of Las Vegas and Las Vegas Peace Officers*
13 *Ass'n.*, Case No. A1-046000, Item No. 749 at 10 (2014); citing *Marquez v. Screenactors Guild,*
14 *Inc.*, 525 U.S. 33, 45 (1998). "Any substantive examination of a union's performance *must be*
15 *highly deferential*, recognizing the wide latitude negotiators need for the effective performance
16 of their bargaining responsibilities." *Airline Pilots Ass'n v. O'Neill*, 499 U.S. 65, 78 (1991). So
17 long as the union exercises its judgment, its actions cannot be deemed arbitrary. *Demetris v.*
18 *United Transp. Workers Union*, 857 F.3d 803, 809 (9th Cir. 2017).
19

20 In his bid to characterize CCEA's actions in declining to process his grievance as "wholly
21 irrational," Complainant in his Opposition attempts to argue that only his singular, incorrect
22 interpretation of the CBA is the valid reading of Article 26-19. His characterization of the CBA's
23 language is ignorant of the context in which CCEA and CCSD negotiated Article 26-19, along
24 with the shared meaning and intent the parties possessed in drafting its provisions. In evaluating
25 the rationality of a union's decision, "The law of labor agreements cannot be based upon abstract
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1 definitions unrelated to the context in which the parties bargained and the basic regulatory
2 scheme underlying that context.” *NLRB v. C&C Plywood Corp.*, 385 U.S. 421, 430 (1967), and it
3 is important to make such an evaluation “in light of both the facts and legal climate that
4 confronts the negotiators at the time a decision was made.” *O’Neill*, 499 U.S. at 78.

5
6 In light of the broad discretion afforded to exclusive bargaining agents in negotiating and
7 construing the collective bargaining agreement they are a party to, the union also enjoys parallel
8 “wide latitude to evaluate the merits of a grievance and to decline to proceed with grievances that
9 are not meritorious.” *Vos*, EMRB #749 at 12; citing *Vaca*, 386 U.S. 171. “To refuse to process a
10 bad case [or a frivolous one] is in itself not arbitrary. Such a refusal is most reasonable and in
11 fact essential to the grievance and arbitration system.” *Graphic Commun. Union Local 388-M*,
12 1996 NLRB LEXIS 321 at 33-34; citing *Fountain v. Safeway Stores, Inc.*, 555 F.2d 753, 756 (9th
13 Cir. 1977). Aside from the union simply not being obligated under the law to process meritless
14 grievances, it in fact holds a concurrent duty to *not* assert or press grievances which it “believes
15 in good faith do not warrant such action.” *Tuma v. American Can. Co.*, 373 F. Supp. 218, 225
16 (Dist. NJ 1974); citing *Bazarte v. United Transportation Union*, 429 F. 2d 868, 872 (3rd Cir.
17 1970). Accordingly, “A union may act upon its *reasonable interpretation* of a labor contract; it
18 need not prosecute a grievance that it honestly believes lacks merit.” *Reed v. Int’l Union of*
19 *United Auto., Aerospace & Agr. Implement Workers of America*, 945 F.2d 198, 203 (7th Cir.
20 1991); *Bache v. American Tel. & Tel.*, 840 F.2d 283, 290 (5th Cir. 1988) (“the union’s authority
21 as a collective bargaining representative necessarily empowers it to act according to its own
22 reasonable interpretation of the labor contract” ... “To require the union to advocate an
23 individual employee’s view of the labor contract under the guise of ‘fair representation’ would
24 undermine the union’s role as the representative of the collective interest.”). Given this “wide
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1 discretion” the union enjoys in interpreting the contract, and based on this interpretation, decides
2 whether or not to pursue an employee’s grievance, the relevant question in determining whether
3 the union acted within its DFR is not whether it possessed the “correct” interpretation of the
4 contract, but rather, whether it possessed a *rational interpretation*. *Bache*, 840 F.2d at 291.

5
6 The decision in *Sanderson v. Ford Motor Co.* encapsulates a union acting in conformity
7 with its DFR when it reasonably interprets a CBA and, based on this interpretation, declines to
8 process a grievance. In *Sanderson*, the plaintiff, who aimed to obtain a job within the company’s
9 skilled trades department, disputed his seniority ranking, but the union declined to file a
10 grievance challenging his being ranked below an employee he technically started three months
11 before. 483 F.2d 102, 107-109 (5th Cir. 1973). The plaintiff believed the “plain language” of the
12 CBA provided that seniority was based purely upon date of hire from within the employee’s
13 trade group. *Id.* at 106. However, the other employee was filling in within the skilled trades
14 department for another employee unable to work, which technically made his overall seniority
15 higher. *Id.* 107-108. The court determined that the union did not violate its DFR, turning to
16 evidence outside the parties’ CBA, aside from the language of the agreement itself, including
17 evidence of a past practice between the union and employer that authorized a policy of
18 promoting employees who had already worked in the skilled trades department, industry custom,
19 and a prior oral agreement which supplemented the disputed CBA provision, to determine that
20 the respondent acted within its broad discretion. *Id.* at 113.

21
22 Here, CCEA has demonstrated ample evidence to support that it made its decision to not
23 process Complainant’s grievance to arbitration in a rational manner based on its legitimate
24 negotiations with CCSD. Again, both CCEA and CCSD agree that the funding for the
25 differential compensation under Article 26-19 is made pursuant to the parameters set by the
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1 legislature under AB 398. Such an agreement has been confirmed in writing by both John
2 Vellardita and Jon Okazaki, the chief negotiators for the CBA for CCEA and CCSD respectively,
3 through written statements attached as exhibits. See, Second Affidavit of John Vellardita,
4 attached hereto as Exhibit A.; *see also*, CCSD Reply Exhibit A. CCEA and CCSD agreed since
5 negotiations for the 2025-2027 CBA that every one of AB 398's funding requirements be
6 followed when determining which employees qualify for the compensation, including that the
7 funding only be used for teachers who were employed in "hard-to-fill positions" to incentivize
8 the retention and recruitment of teachers *at Title I schools*. *Id.* CCEA and CCSD agreed that
9 centrally-based employees neither met the definition of a "hard-to-fill position" within the
10 meaning of AB 398, nor did they meet the qualifications of being school-based pursuant to
11 Article 26-19, and thus were not eligible to receive the compensation. *Id.* CCEA advocated for
12 the passage of AB 398, with the specific intention of providing narrowly-tailored prescriptive
13 funding to recruit and retain educators at school sites with the highest needs. Ex. A. Knowing
14 that there was less funding available for education during the 2025 Legislative Session than in
15 2023, CCEA understood that it would be working with a smaller pot of money entering into
16 negotiations for the current CBA, and so for this particular contract, the Association could only
17 obtain more restrictive funding with more requirements than under the prior CBA. *Id.*

21 Complainant attempts to cite the parties' previous agreement pertaining to SB 231, which
22 qualified him for differential compensation under the previous contract, as apparently entitling
23 him to this funding under the differently written AB 398. Opp. at pp. 19-20. In arguing this,
24 Complainant is conflating the two separate CBAs without regard to the broader, differing
25 contexts in which they were negotiated. SB 231 was a broader funding bill which was passed in
26 the midst of a surge in funding for education. Ex. A. The text of the bill accordingly had few
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1 restrictions on which educators were eligible for the funding, with no definition of a “hard-to-fill
2 position.” Ex. A. However, entering the 2025 Legislative Session, CCEA faced the broader
3 economic realities of less revenue and consequentially less available funding for education. *Id.*;
4 CCEA Mot. Exhibit A. With less available revenue, the broader political and legal context
5 required CCEA to pursue a much more narrowly tailored education funding bill than SB 231 in
6 order to obtain any compensation for any of its employees. *Id.* This approach was informed by
7 CCEA’s political strategy for obtaining funding for its unit involving the improvement of the
8 educational product in its classrooms associated with resulting improvements to student
9 outcomes. Ex. A. CCEA’s approach to both bargaining and lobbying is that improvements to
10 school achievement must be attained in order to continue winning money for educators. *Id.* This
11 is why CCEA helped lobby for and write the text of AB 398; to incentivize both the retention
12 and recruitment of highly qualified educators to improve the education profession and student
13 outcomes. Ex. A; *see also*, Affidavit of Dr. Brenda Pearson, attached hereto as Exhibit B.
14 CCEA’s objective is that the improved student outcomes that ideally result from the retention
15 and recruitment of teachers to positions *within schools* of high need and high vacancies will
16 improve substantially CCEA’s ability to obtain further funding for its educators in future
17 legislative and negotiation sessions. *Id.* AB 398’s language imposed a strict statutory definition
18 of what constituted a “hard-to-fill position.” CCEA Mot. Exhibit B.

19
20 CCEA’s negotiations for the differential compensation were therefore informed by the
21 stricter funding parameters of AB 398 as opposed to SB 231. Exs. A and B; CCEA Mot. Ex. A.
22 With the stricter funding parameters for which this differential compensation was earmarked, the
23 parties recognized that they needed to conform to the law, reflected by the inclusion of the
24 phrase in Article 26-19-1 indicating that the extra compensation is “contingent upon funding
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1 from AB 398.” Exs. A and B; CCSD Reply Ex. A. Contrary to Complainant’s baseless
2 contentions that this clause is “purely financial,” CCEA and CCSD agreed as early as
3 negotiations for Article 26-19 that this language was to be modeled entirely off of the language
4 of the Bill’s text itself, *including* its funding requirements. *Id.* CCEA and CCSD also agreed that
5 this conformity meant that they could only distribute this compensation to employees who fit the
6 statutory criteria of being employed in a “hard-to-fill position.” *Id.* CCEA, in negotiating with
7 CCSD, made a rational determination that only school-based employees qualified for this pay,
8 while centrally-based employees neither fit the definition of a “hard-to-fill position” nor was it
9 part of the vacant positions for which either the legislature, CCSD, or CCEA, had determined
10 were positions at Title I schools for which this funding was to incentivize recruitment and
11 retention for. *Id.* The parties did not agree that the funding requirements of SB 231 would apply
12 to the current CBA the same as the 2023-2025 CBA, rather, these are two different differential
13 pay provisions, funded by two different education funding bills, with two different requirements.
14 The facts merely demonstrate that CCEA entered into two separate agreements for differential
15 compensation under two separate CBAs, based on changes to the political and economic context
16 of changing funding levels for education. *O’Neill*, 499 U.S. at 78.

20 Further, what Complainant in his Opposition attempts to characterize as a mere coding
21 and/or payroll issue is inaccurate. School-based Adaptive Physical Education (“APE”) teachers
22 *permanently* belong to a *specific Title I school*; their primary school does not change. Ex. B;
23 CCSD Reply Ex. A. They service a specific, continuous, population of students at a given
24 school, and are evaluated by the principal of that school. *Id.* By contrast, centrally-based APE
25 teachers can be moved *at will* to different school sites at any time throughout the school year,
26 and are evaluated by CCSD’s central office. *Id.* Complainant himself has indeed acknowledged
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1 this distinction repeatedly, as evident by his admission in Statement of Facts section #6 on his
2 grievance form, that he has “historically requested to change to a ‘Home School’ designation
3 without success,” and his inquiries to CCEA during previous email exchanges, asking how he
4 can remain and/or ask his supervisor to be assigned to all Title I schools for the 2025-2026
5 school year. *See*, Emails Between Complainant and Linda West, attached hereto as Exhibit C;
6 CCEA Mot. Exhibit E. Again, the purpose of the funding made pursuant to AB 398 and Article
7 26-19 is to provide narrowly prescribed differential compensation to employees in positions of
8 need assigned permanently to Title I schools. CCEA, exercising sound judgment, accordingly
9 agreed with CCSD to this implementation of Article 26-19, not because of any hostility toward
10 Complainant, but rather, acted upon a good faith interpretation of the CBA informed by the
11 Bill’s requirements and the negotiated intent of this targeted compensation. These are the kinds
12 of negotiations surrounding the implementation and interpretation of a contractual provision’s
13 meaning and intent, directly envisioned by both this Board in *Richards v. Police Managers and*
14 *Supervisors Association*, Case No. A1-046094, Item No. 788 (2013) and the court in *Sanderson*,
15 not some sort of illicit side deal to single out Complainant. Indeed, no other centrally-based APE
16 employee, to CCEA’s knowledge, received this extra compensation pursuant to CCEA and
17 CCSD’s shared meaning and intent of Article 26-19. Ex. B; CCSD Reply Ex. A.

21 Complainant’s theory of how CCEA acted irrationally is limited to his self-serving
22 contractual arguments and disagreement over CCEA and CCSD’s negotiations. He portrays the
23 CBA as entitling him to the compensation, when in fact, the Article provides him with no such
24 right, and runs directly against the parties’ agreement. Article 26-19 was modeled *directly after*
25 AB 398’s requirements, as demonstrated by the language in Article 26-19-1 that the extra pay is
26 “contingent upon funding from AB 398.” CCEA Mot. Ex. C. This is because Section 2,
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1 Subsection 4 of AB 398 expressly provides that “Money awarded to a school district pursuant to
2 subsection 1 is subject to collective bargaining, *but may only be used to provide additional*
3 *compensation for hard-to-fill positions in public schools.*” Ex. A. CCEA and CCSD viewed AB
4 398’s funding requirements as not suggestions, but mandates from the legislature to only provide
5 this funding for employees in “hard-to-fill positions,” which would disqualify centrally-based
6 employees. The parties cannot contract their way out of the law.

8 Further, Article 26-19, when read as a whole, does not provide Complainant with any
9 right to this compensation. Articles 26-19-1, 26-19-2, and 26-19-6 all contain qualifying
10 language that the employee must be “*at a Title I school*” to be eligible. CCEA and CCSD are in
11 agreement that this phrase refers to exclusively school-based employees. Ex. A; CCEA Mot. Ex.
12 C; CCSD Reply p. 6. Article 26-19-5 states that “To continue receiving this additional
13 compensation, the teacher must either *remain at the eligible school or transfer to another school*
14 *that also meets the requirements above.*” CCEA Mot. Ex. C. The Title I school sites at CCSD are
15 the buildings with the vacancies which necessitated AB 398 and this contract provision in the
16 first place, not CCSD’s central office. The phrase “transfer to another school” presupposes that
17 the employee, who was eligible for the compensation by virtue of being “at the eligible school”
18 must specifically “transfer to another school” that is eligible for the funding to remain qualified
19 during the second year of the contract. CCSD’s central office is not a “school.”

22 Complainant also believes CCSD’s April 17, 2026 FAQ document rebuts CCEA and
23 CCSD’s mutual understanding. Opp. Exhibit F. It does not, and in fact, demonstrates the exact
24 opposite of his contentions. The very lines he quotes provides that the employee must be “*at a*
25 *qualifying Title I school*” “*To receive this additional compensation*” and that SPED teachers
26 must be “*assigned to a qualifying Title I school.*” *Id.*

1 Complainant can argue all he wants about his SPED status, or about the Critical Labor
2 Shortage designation of APE positions. What is important is that CCEA and CCSD made a valid
3 agreement that centrally-based employees are not eligible for this funding, and that during
4 negotiations for the current CBA, the parties *never agreed or even contemplated* that centrally-
5 based employees would be included in Article 26-19's bargained-for criteria. Exs. A and B;
6 CCSD Reply Ex. A. Such understandings were informed by the limited funding for education
7 that came out of the 2025 Legislative Session, the resulting funding parameters of AB 398, and
8 the need to incentivize the recruitment and retention of employees specifically at Title I schools.
9 CCEA's agreement with CCSD that centrally-based employees are not eligible to receive the
10 differential compensation is accordingly one that falls within CCEA's "wide range of
11 reasonableness." Complainant's requests for discovery, including for internal union
12 communications, nonexistent lists he claims CCEA submitted to the Nevada Department of
13 Education and the Interim Finance Committee, and for documents and depositions of the
14 bargaining history of CCEA are unfounded and unnecessary. Discovery will not free
15 Complainant from the undisputed fact that CCEA and CCSD are in lockstep agreement that
16 centrally assigned employees like him are ineligible for the compensation. Information relating
17 to his position being SPED is entirely irrelevant, as SPED or not, centrally assigned employees
18 do not qualify for this compensation under Article 26-19, AB 398, and corroborated by the two
19 parties to the CBA.
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23 In attempting to support his misguided position that CCEA arbitrarily ignored some sort
24 of unambiguous right to the extra compensation that Article 26-19 conferred upon him,
25 Complainant cites "Clark Cnty. Sch. Dist. v. Clark Cnty. Ass'n of Sch. Adm'rs, 121 Nev. 1063
26 (2005)." Opp. p. 12: 5-8. To CCEA's knowledge, this case does not exist. Complainant merely
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1 proffers his singular and self-serving opinion of the CBA in a complete vacuum, completely
2 ignorant to both the meaning and intent the actual parties to the CBA held in relation to Article
3 26-19, in addition to the crucial political and legal context in which this language was agreed to.
4 He wants this Board to circumvent the valid, rational negotiations between a local government
5 employer and recognized exclusive bargaining representative, and adopt his unsupported view of
6 the CBA, upending longstanding Board precedent.
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8 In light of CCEA's reasonable interpretation of the CBA, in conformity with its
9 agreement with CCSD, it made the judgment call to not process a meritless grievance. Indeed, it
10 would be counter to both CCEA's duty to bargain in good faith and strategy of improving public
11 education to use as a bargaining chip for obtaining more funding for teachers in future legislative
12 sessions, to suddenly reverse course on its agreement with CCSD and take the unsupported
13 position that a centrally-based employee, whose school assignments can be changed at any time
14 during the school year, is entitled to an extra \$5,000. Exs. A and B; CCSD Reply Ex. A.
15 Complainant cannot offer any actual evidence that CCEA acted in a manner that was "*wholly*
16 *irrational or arbitrary*" or was otherwise "*without a rational basis or explanation.*" CCEA has
17 given more than the required rational basis for its actions; it has provided substantial rationale to
18 not arbitrate a grievance that would go against its shared meaning and intent with CCSD
19 pertaining to Article 26-19 and the differential compensation allocated pursuant to AB 398.
20 CCEA has articulated this legitimate rationale to Complainant repeatedly; he merely disagrees
21 with CCEA's interpretation of the CBA, and such a disagreement is no evidence of arbitrariness.
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25 **2. Complainant Has Presented No Evidence of Discrimination.**

26 Complainant repeatedly indicates that CCEA "discriminated" against him. Yet, he did not
27 plead this in his Complaint, and he does not allege on what grounds or protected category CCEA
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1 would have engaged in such discrimination. It is a prohibited practice under NRS 288.270(2)(c)
2 to "Discriminate because of race, color, religion, sex, sexual orientation, gender identity or
3 expression, age, physical or visual handicap, national origin or because of political or personal
4 reasons or affiliations." To prove discriminatory conduct, a complainant "must adduce
5 *substantial evidence* of discrimination that is intentional, severe, and unrelated to legitimate
6 union objectives." *Vos*, EMRB #749 at 10.; citing *Amalgamated Ass'n of St. Elec. R. and Motor*
7 *Coach Emp. of America v. Lockridge*, 403 U.S. 274, 301 (1971).

9 The case *Turner v. Air Transport Dispatchers' Ass'n.*, presents remarkably similar facts
10 to what we have in the case at hand. In *Turner*, the union declined to process the plaintiff's
11 independently filed grievance disputing his placement on the domestic airlines seniority list. 468
12 F.2d 297, 298 (5th Cir. 1972). The union determined that they shared the same interpretation of
13 the CBA with the employer that international airline flight dispatchers would not qualify for
14 placement on the domestic airline flight dispatcher seniority list, and accordingly declined to
15 process his grievance. *Id.* at 299. The plaintiff alleged that the union engaged in arbitrary conduct
16 and "hostile discrimination." *Id.* The court disagreed, determining that the only dispute between
17 the employee and union was over their interpretation of the CBA, which was a rational
18 interpretation made by the union and agreed to with the employer according to the wide range of
19 discretion it held in interpreting the contract and controlling the grievance process. *Id.* at 299-
20 300. The union was deemed to have displayed a nonarbitrary aim of favoring those dispatchers
21 who had spent their entire careers within the domestic airline system. *Id.* Despite the plaintiff
22 having introduced evidence that one other dispatcher with a status similar to his was given
23 seniority credit, the court held that this was no evidence of the *union* having engaged in
24 discrimination, determining that "The alleged fact that at one time the *employer* may have treated
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1 another employee with a similar claim more favorably does not amount to a showing that the
2 *union* has discriminated against the plaintiff by failing to press for identical treatment in his
3 case.” *Turner*, 468 F.2d at 301. *Compare, Beck v. UFCW*, 506 F.3d 874 (Holding that the union
4 engaged in discriminatory conduct based on a substantial showing of evidence that the union’s
5 decision to not pursue her grievance was fueled by discriminatory animus because it did not
6 provide female employees with the same quality of representation as similar male employees).

8 Firstly, discrimination was not plead by Complainant as to CCEA. Mr. English has not
9 alleged in his Complaint any facts that CCEA discriminated against him; he only alleged that
10 CCSD has discriminated against him in awarding one allegedly similarly situated employee the
11 extra compensation. Comp. p. 4. Nonetheless, the only evidence he proffers for discrimination at
12 all is that another, *school-based* APE teacher, Brennan Utt, received the extra compensation.
13 Opp. Exhibit C. CCSD as a Nevada public school district under AB 398, distributed the
14 differential compensation to qualified employees, not CCEA. CCEA Mot. Ex. B. CCEA and
15 CCSD are separate entities. Unlike the employee in *Beck*, Complainant does not allege that
16 CCEA exercised its *representational functions* in a discriminatory fashion. He does not allege
17 that CCEA elected to arbitrate or otherwise process a similar grievance of a similarly situated
18 employee. He does not allege that CCEA processed a similarly situated employee’s grievance
19 more zealously.

22 Complainant fails to allege any sort of protected category for which this alleged
23 discrimination is based. He has neither alleged nor provided evidence for CCEA having declined
24 to process his grievance, or to otherwise have agreed with CCSD that he is ineligible for the
25 extra compensation, based on his gender, race, disability, for personal or political reasons, or
26 upon any impermissible classification under NRS 288. Rather, the evidence merely demonstrates
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1 that CCEA's actions in declining to process his meritless grievance was based solely on the
2 bargained-for meaning and intent of Article 26-19, and what it had mutually agreed to with
3 CCSD pertaining to all centrally-based employees.

4 Like with the union's actions in *Turner*, CCEA's decision to not process a grievance on
5 behalf of Complainant based on its assessment of the merits, was in line with the legitimate
6 union objectives of upholding and staying consistent with what it had agreed to with the
7 employer surrounding both the legislature's intent with AB 398, and the parties' shared
8 understanding of Article 26-19 that this compensation should only go towards school-based
9 employees. While Complainant asserts that "multiple employees within his same department"
10 received the extra compensation, he provides only one example, Brennan Utt. Opp. Ex. C. CCEA
11 already debunked this in its Motion, explaining that Utt is a *school-based* APE teacher assigned
12 to Bonanza High School, a Title I school. CCEA Mot. Ex. G. By contrast, Complainant is
13 *centrally-based* and has no such right to continued employment at a Title I school. Ex. B; CCSD
14 Reply Ex. A. These two are not similarly situated. As a school-based teacher, Utt's school
15 assignment does not change, whereas Complainant can be moved at will between school sites
16 throughout the school year. *Id.* He does not dispute this distinction. Ex. C; CCSD Reply Ex. A.
17 He merely does not like this fact. *No centrally assigned APE employee*, to CCEA's knowledge
18 and investigation, received this compensation, nor did the Association file any grievances on
19 behalf of centrally assigned employees arguing for their eligibility. Parallel to how the union in
20 *Turner* appropriately distinguished international dispatchers from domestic ones, CCEA and
21 CCSD appropriately distinguished centrally-based employees from school-based employees in
22 determining that one population is eligible for the money, while another is not. This was a
23 routine business decision informed by the nondiscriminatory motive of fulfilling both the
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1 legislative intent imposed by AB 398 and the negotiated intent of Article 26-19 to provide
2 differential compensation only to employees in "hard-to-fill positions" and "at Title I schools" so
3 as to most effectively improve student outcomes, which CCEA legitimately believes essential to
4 its success as a teacher's union. Such a distinction was not based on any protected category.
5 Complainant cannot credibly argue that his central assignment is a protected category for which
6 CCEA and CCSD cannot distinguish for the purpose of determining eligibility for narrowly-
7 tailored funding designed to incentivize the retention and recruitment of teachers in the most
8 needy schools. Complainant therefore, even if he had properly pled facts alleging discriminatory
9 actions on the part of CCEA, cannot demonstrate probable cause for this.
10

11 **3. Complainant Has Demonstrated No Evidence That CCEA Acted in Bad Faith.**

12 Complainant attempts to point to his specially-scheduled MRC meeting and brief email
13 interaction with Mr. Vellardita as evidence of "bad faith." To demonstrate that a union acted in
14 "bad faith," Complainant must illustrate "*substantial evidence* of fraud, deceitful action or
15 dishonest conduct." *Lockridge*, 403 U.S. at 299. This Board has held that a union does not act in
16 bad faith or otherwise breach its DFR where it does not obstruct the employee from filing their
17 own grievance or from otherwise acting for themselves. *Vos*, EMRB #749 at 13. While a union
18 can be said to have violated its DFR if its disposition of a grievance "was *motivated* by ill will or
19 other invidious considerations," *Union De Obreros De Cemento Mezclado*, 336 NLRB 972, 973
20 (2001), where a union makes a good faith determination that a grievance... lacks merit, no
21 breach of the DFR occurs. *Asch*, EMRB #314 at 3.
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24 **i. The May 21 MRC meeting was conducted in good faith.**

25 Complainant relies on the May 21 MRC meeting to attempt to demonstrate bad faith.
26 Aside from the nature of this being a specially scheduled meeting just to hear Complainant's
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1 grievance, along with the staff presentation proceeding first during the hearing at his request, the
2 meeting was conducted in the same manner as with all MRC meetings. CCEA Mot. Exs. I-K.

3 Tellingly, Complainant admits in his Opposition that his proffered “observers” were not
4 going to attend the meeting to provide the MRC with any sort of additional information
5 pertaining to the facts which gave rise to his grievance, where the purpose of this Committee is
6 to determine the merits of *specific grievances* filed under the CBA. Opp. at 22; CCEA Mot. Exs.
7 H and I. He explains that the true purpose of these “observers” attending the MRC meeting was
8 to “witness the transparency of the logic CCEA used to deny its own special education members
9 contractually guaranteed funds.” Opp. at 22: 21-23. Further elaborating upon his statement to
10 CCEA on May 21 that Anna Binder and Annette Owens were to be “silent administrative
11 observers to take notes and document the record,” Complainant confirms that these two
12 individuals were not going to be at the meeting to provide the MRC with additional relevant
13 information for them to make an informed decision on his grievance, rather, they were going to
14 attend to listen to what is stated during an internal CCEA meeting of which they are neither
15 members of, nor are employed in CCEA’s bargaining unit. CCEA Mot. Ex. D. Neither in
16 CCEA’s Bylaws and Policies nor NRS 288 is it required to admit two individuals who are not
17 CCEA bargaining unit members, nor even employees of CCSD, for the purpose of “observing”
18 an internal meeting where sensitive employment information is discussed. CCEA is a private
19 organization with the right to determine who may attend its confidential, internal meetings.
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24 Complainant, in stating that CCEA’s MRC Policies provide that “The Grievant may be
25 accompanied by up to three *witnesses or representatives*,” conflates outside observers with those
26 of a “witness or representative.” CCEA Mot. Ex. H. CCEA and Complainant appear to have
27 different definitions of the purpose of a “witness” within the intent of the MRC Policies.
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1 Complainant seems to use the term “witness” as someone who is witnessing the MRC meeting
2 itself. Yet, as explained in its Motion, the MRC has consistently interpreted the term “witness” to
3 be in relation to those of the facts giving rise to the case being heard by the Committee, and
4 further, that only those who actually “witnessed” the facts giving rise to the particular grievance
5 at hand may attend the meeting. CCEA Mot. Ex. I. Again, this practice and interpretation of the
6 MRC Policy has been consistent for every grievant wishing to attend the meeting and provide a
7 presentation of their case, as Ms. Wise-White notes in her Affidavit, a contention unrebutted by
8 Complainant. CCEA Mot. Ex. I. Complainant has still not reconciled how Binder and Owens
9 could have been “vital witnesses” to his grievance as he claims in his Complaint, Comp. p. 5,
10 while simultaneously only attending the meeting as “silent administrative observers.” CCEA
11 Mot. Ex. D; Opp. at 22. Clearly, Complainant desired to have these individuals attend this
12 meeting for a purpose other than that of providing the MRC with a complete background of the
13 grievance he presented, which falls outside the bounds of the MRC Policy and the Committee’s
14 practices. The DFR is implicated only when CCEA’s representational functions are implicated.
15 *IATSE*, 2019 NLRB LEXIS 357 at 46. Binder and Owens were not there to aid him with his
16 presentation of his grievance to the MRC or otherwise provide the Committee with probative
17 evidence of a contract violation, in furtherance of any representational function in enforcing the
18 contract. Instead, the witnesses were proffered to “observe” in silence an internal CCEA meeting
19 so that these individuals could apparently record and/or take notes on the Association’s position
20 of a bill and its CBA. Such a purpose was neither contemplated by CCEA’s Bylaws, nor NRS
21 288. Complainant’s contentions that CCEA and the MRC’s rational decision to not admit two
22 exterior individuals irrelevant to his grievance in conformity with its policies and practices is
23 evidence of bad faith is accordingly misguided at best, and disingenuous at worst.
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1 Owens and Binder were not relevant to the presentation of Complainant's particular
2 grievance presented to the MRC on May 21, and he makes very little, if any, effort to explain
3 how they would have been relevant for the Committee to make a more informed decision on his
4 grievance. He nominally states that Owens is a member of the State Board of Education. Opp. at
5 22: 14-15. However, Complainant has never provided an explanation to CCEA upon its request
6 to explain her relevance to the *facts giving rise to his grievance*. He never explained, and has yet
7 to explain, her personal knowledge to the drafting of, or meaning and intent behind, the language
8 of AB 398. She was never involved with the negotiations between CCEA and CCSD pertaining
9 to Article 26-19. Ex. A; CCEA Mot. Ex. A; CCSD Reply Ex. A. Complainant has not explained
10 how she would have witnessed the facts and circumstances pertaining to his denial of the
11 compensation. Complainant superficially indicates that Owens is a "professional associate of the
12 very legislative co-sponsor of AB 398." Opp. at 22: 15-16. Complainant never mentioned this to
13 CCEA. CCEA Mot. Ex. D. Even so, he does not even name who this "legislative co-sponsor"
14 was, and so this contention should not be taken seriously. Any individual can be an "associate"
15 of someone; that does not give someone the personal knowledge needed to be considered a
16 "witness" to a set of facts that forms the basis of a grievance under a collective bargaining
17 agreement. Complainant also provides zero rationale for how Binder would have witnessed the
18 facts giving rise to his grievance.

22 Neither could Binder and Owens have been properly considered "representatives" under
23 the meaning of the MRC Procedures. Oxford Dictionary defines a "representative" as "a person
24 chosen or appointed to *act or speak for others*." If Binder and Owens were going to attend the
25 meeting as silent "observers," how could they have properly acted as his "representative?" As
26 Complainant concedes, these two were not going to act or speak for him during this MRC
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1 meeting for the presentation of his grievance. He communicated to CCEA that he would be
2 giving a presentation of his grievance to the Committee, and he did just that. CCEA Mot. Exs. D
3 and I. Binder and Owens were never going to be his "representatives" at this meeting; he
4 represented himself as planned. Instead, Complainant was planning for the two to attend as
5 "silent administrative observers," while the MRC Policies make no such mention of any right of
6 this kind. CCEA Mot. Exs. D, H, and I. The word "observer," or any comparable term, indeed
7 makes no appearance in the MRC Policies. CCEA Mot. Ex. H. Nor is it a practice for the MRC
8 to allow a grievant to bring outside observers to their internal meetings where confidential
9 information is discussed, especially observers who have no connection to the case at hand, nor
10 are even employed in CCEA's bargaining unit or otherwise at CCSD. CCEA Mot. Exs. D and I.

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12 Complainant baselessly claims that CCEA "shielded their proceedings in darkness." Opp.
13 pp. 2-3. But Complainant himself attended the meeting and provided the exact same presentation
14 he planned on providing, with Ms. Wise-White providing him with a run down of how the
15 meeting would proceed, and when he could expect a decision on his case. CCEA Mot. Ex. I.
16 After his presentation, Committee members asked him questions pertaining to his case, including
17 whether or not he writes IEPs, and the differences in job duties between an employee who is
18 centrally-based versus one who is school-based, contradicting the contention in his Complaint
19 that all Committee members "remained completely silent." *Id.*; Comp. p. 5. Complainant was not
20 barred from the meeting, and he does not dispute that he attended this meeting and presented his
21 case. Comp. p. 5. The purpose of this meeting, which was for him to present his grievance to the
22 MRC, and for the Committee to decide whether his grievance should proceed to arbitration, was
23 fulfilled. How could CCEA have "shielded its proceedings" from Complainant if it,
24 undisputedly, shared its entire MRC Policies with him unprompted, let him attend the meeting
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1 pursuant to his right under the Policies, give a presentation, and remain present for the staff
2 presentation outlining their recommendation of the case? Comp.; CCEA Mot. Exs. D, J, and K.
3 If by “shielded their proceedings in darkness,” Complainant means that CCEA shielded its
4 proceedings from Binder and Owens, then where is the violation, even if this characterization
5 were true? CCEA owes no DFR to either, as they are not a part of CCEA’s bargaining unit.
6 Complainant has provided no legal authority that would obligate a union under the DFR or
7 otherwise, to allow exterior individuals to attend internal grievance review meetings so that they
8 may “observe” these private proceedings. Such a ruling by this Board would mark a drastic shift
9 from the traditionally narrowly construed DFR.
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11 What remains are his claims surrounding some Committee members’ cameras being
12 turned off and his displeasure at the apparent lack of questions. As explained in its Motion, there
13 is nothing in the MRC Policies requiring Committee members’ cameras to be on during the
14 presentation. CCEA Mot. Ex. I. Whether or not cameras are on or off during the meetings is
15 subject to personal preference. *Id.* These practices are typical for MRC meetings for other cases.
16 *Id.* Complainant may be dissatisfied with his experience (especially because the MRC disagreed
17 with his assessment of his grievance), but this dissatisfaction does not constitute the necessary
18 “substantial evidence” of fraudulent, dishonest, or deceitful conduct, especially when taken in
19 context with CCEA’s legitimate, good faith rationale which serves legitimate union purposes,
20 including maintaining control over its grievance process, and making sure that at the very least,
21 those who attend internal meetings in which sensitive, confidential employment information is
22 disclosed, are actually “witnesses or representatives” and possess some sort of relevance to the
23 facts giving rise to the grievant’s case. CCEA’s transparent rationale for its conduct during the
24 MRC meeting, and the Committee’s subsequent denial of Complainant’s grievance for
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1 arbitration based on its good faith, merit-based evaluation of the case in light of the consideration
2 of all evidence presented by both Mr. English and CCEA staff, cannot be credibly said to
3 constitute the kind of fraudulent, dishonest, or deceitful conduct envisioned by this Board.

4 **ii. Complainant has not demonstrated hostility on the part of CCEA.**

5 Complainant largely relies on Mr. Vellardita's April 29, 2026 reply to his multiple threats
6 to pursue legal action against CCEA as evidence of hostility and therefore bad faith. Opp. pp. 24-
7 25; Opp. Exhibit D. The complainant has a very high standard to demonstrate that a union
8 official acted with hostility or animus. "Speaking to a grievant in a loud tone and even using rude
9 language is not in and of itself a violation." *Am. Fed'n. of Musicians*, 333 NLRB 1108, 1115-
10 1116 (2001); citing *Teamsters Local 997*, 298 NLRB 604, 606 (1990) (Holding that union did
11 not act with hostility or animosity in declining to process a grievance, despite the union's
12 president telling the complainant to "get out of the god damn building" because he was not a
13 member). The complainant must be able to establish a connection between the alleged hostility
14 and the union's decision to not pursue the grievance. *Reed*, 945 F.2d at 203. (Holding that union
15 did not breach its DFR where the employee's sole evidence of hostility was that a union official
16 had allegedly struck the employee when he tried to file a grievance, because he demonstrated no
17 evidence that this incident influenced the union's decision not to pursue his grievance). In some
18 cases, bad faith can be inferred if the alleged hostility "tainted" the union's handling of an
19 employee's grievance. *Anheuser-Busch, Inc.*, 280 NLRB 565, 577 (1986). However, "it is
20 instructive to place (alleged) negative and derogatory statements by union officials in a certain
21 perspective where such statements are, as here, claimed to reflect hostility sufficient to breach
22 the Respondent's fiduciary duties to the member..." *UAW, Local 2333*, 2001 NLRB LEXIS 649
23 at 59. (Holding that union did not engage in bad faith or otherwise violated its DFR for declining
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1 to process the complainant's grievance challenging his layoff, *despite* the complainant being a
2 former supervisor who was unpopular with union membership, and where union officials
3 allegedly referred to him openly as a "fucking asshole," as this "mere name-calling" did not taint
4 the union's investigation into a grievance which they reasonably believed lacked merit).

5
6 Here, Complainant proffers a single statement from Mr. Vellardita as his evidence that
7 CCEA acted with "hostility," completely divorced from both the context in which this email
8 exchange occurred and from CCEA's entire conduct. Opp. When analyzing this statement in
9 light of its context, Complainant had threatened over email twice to file this instant Complaint,
10 with no request to meet, or for CCEA to further investigate or otherwise engage on the issue. Ex.
11 A; CCEA Mot. Ex. D. Rather than obstruct or coerce Complainant for engaging in protected
12 activity, Ms. Shelton explained to him prior to this email exchange how he can file an
13 independent grievance if he disagreed with CCEA's interpretation of the CBA. CCEA Mot. Ex.
14 D. Nonetheless, on April 20, 2026, he wrote to "ensure that CCEA is aware of a significant
15 liability issue" and that he is "prepared to escalate this to the EMRB and civil court..." *Id.* After
16 his grievance was denied by CCSD at the Step II level, he issued another threat, on April 29, not
17 asking for a meeting, further investigation, or for an MRC hearing date for his grievance, but
18 instead stating "Please confirm that this is the union's final position as I am now preparing a
19 Prohibited Practices Complaint with the EMRB." *Id.* He spoke of multiple employees in his
20 "exact department" who allegedly received the compensation, but offered no such proof of this
21 to anyone in CCEA, nor did he distinguish whether or not they were school-based or centrally-
22 based. *Id.* For Complainant to dramatically write that Mr. Vellardita "commanded" him or gave
23 him a "directive" to file this Complaint is not based in reality. Complainant was the individual
24 who, despite being told CCEA's position and having the independent grievance process
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1 explained to him multiple times, threatened to go to this Board because he disagreed with
2 CCEA's rational interpretation of the CBA. Mr. Vellardita, recognizing that it is Complainant's
3 right to file a Complaint, simply told him he may do so. Opp. Ex. D. The cases above
4 demonstrate that much more is needed than one email to meet this high burden of hostility.
5

6 Even so, Complainant is unable to demonstrate how the April 29 email would have
7 tainted CCEA's investigation. CCEA determined that his grievance, based on its rational
8 interpretation of both Article 26-19 and the requirements of AB 398 that the legislative funding
9 be used "only for employees in hard-to-fill positions," along with its shared understanding with
10 CCSD that centrally-based employees did not meet the parameters to receive the compensation,
11 determined in good faith that any grievance would have lacked merit and ran contrary to its
12 negotiated intent with CCSD, back in March 2026. CCEA Mot. Ex. D. CCEA's investigation
13 was already long completed by the time of the April 29 email, so it cannot be said to have
14 influenced its decision. Complainant further possesses no evidence that this decision to not
15 process his grievance was motivated by personal hostility or animus, political differences, or for
16 some other illicit premise. His proffered email falls well short of the "substantial evidence" of
17 fraudulent, dishonest, or deceitful conduct" required to demonstrate probable cause of bad faith.
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19

20 **III. CONCLUSION**

21 For the above, this Board should grant CCEA's Motion to Dismiss with prejudice.

22 **DATED this 7th day of August, 2026.**



23
24 Dante Dabaghian (NV Bar No. 16837)
General Counsel
Clark County Education Association
4230 McLeod Drive
Las Vegas, NV 89121
ddabaghian@ccea-nv.org
Attorney for Respondent, CCEA
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CERTIFICATE OF SERVICE

I hereby certify that on the 7th day of August, 2026, I deposited a true and correct copy of the foregoing **REPLY IN SUPPORT OF CLARK COUNTY EDUCATION ASSOCIATION'S MOTION TO DISMISS** by email to the following:

MICHAEL ENGLISH
1692 Wicklow Way
Henderson, NV 89014
315-406-8773
michael.english1120@gmail.com
Complainant (pro se)

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 W. Sahara Avenue
Las Vegas, NV 89146
702-799-5373
herrec4@nv.ccsd.net
Attorneys for Respondent, CCSD

/s/ Dante Dabaghian

AN EMPLOYEE OF CCEA

EXHIBIT A

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1 5. SB 231 and AB 398, and there respective contractual provisions in the 2023-2025 and
2 2025-2027 CBAs, possessed different requirements for an employee to receive the supplemental
3 compensation which Complainant Michael English ("English") is referring to in his Complaint
4 and Opposition to CCEA's Motion to Dismiss. SB 231 was, as explained in my previous
5 affidavit, a broader funding bill with significantly less strict qualifications than that of AB 398.
6 The 2023-2025 CBA was agreed to between CCEA and CCSD pursuant to a final and binding
7 arbitral decision under NRS 288.217(6), denoted by the parties' January 29, 2024 Memorandum
8 of Agreement. One of the agreed to provisions for the 2023-2025 CBA was Article 26-19, which
9 provided all Special Education teachers, along with teachers who taught at Title I school sites
10 with an employee vacancy rate of 5% or higher, with an additional \$5,000 in supplemental
11 compensation, to be paid for by CCSD with funds from SB 231.
12

13
14 6. As outlined by Article 41-1(b) of the prior 2023-2025 CBA, there indeed was a BDR
15 during the 2025 Legislative Session lobbied for by CCEA that provided for funding for increased
16 compensation for employees in hard to fill positions, which eventually became signed into law as
17 Assembly Bill 398 ("AB 398"). As explained in my prior affidavit, the 2025 Legislative Session
18 was marked by a substantial decrease in revenue for the State of Nevada in comparison with the
19 2023 session, which meant less available funding for teaching employees. AB 398 was the stand
20 alone source of funding for this differential compensation for qualified educators for the 2025-
21 2027 biennium. Since less funding was available in 2025 than in 2023, CCEA needed to
22 reconcile its desire to obtain more compensation for its teachers with the existing political and
23 economic realities of less available funding to draw down for its bargaining unit. Therefore, the
24 legislature introduced significantly stricter requirements for teachers to obtain the funding than
25 SB 231 did.
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1 7. As explained in my previous affidavit, it is again worth noting that I helped draft the
2 language of AB 398 in coordination with the Legislative Counsel Bureau. Therefore, I possess
3 firsthand knowledge of the meaning and intent behind the Bill's language. The purpose of AB
4 398 was to provide narrowly-tailored differential compensation for classroom teachers in the
5 hardest to fill positions that have been the most difficult for CCSD to fill at the schools with the
6 highest vacancy rates. It is not a broad funding bill like SB 231 was. CCEA helped draft AB 398
7 in a manner that was designed to fulfill the organization's mission of improving the teaching
8 profession by helping to obtain prescriptive, targeted funding for teaching positions *within*
9 *schools* which possessed the highest needs and vacancies.
10

11 8. While SB 231 had no definition for what constituted a "hard to fill position," AB 398,
12 reflecting these stricter funding conditions, defines a hard to fill position as "a teacher position:
13 1) at a Title I school which meets the prerequisite vacancy thresholds enumerated in the Bill; 2)
14 staffed by a person licensed as an educator who is the teacher of record assigned to a classroom
15 of pupils; and 3) whose duties include actively teaching students during a class period, for the
16 majority of class periods during the school day, in either English language arts, mathematics,
17 science, or special education. The funding provisions for differential pay for bargaining unit
18 employees in the 2023-2025 (Articles 26-19 and 41, funded by SB 231) and 2025-2027 (Article
19 26-19, funded by AB 398) CBAs were accordingly based upon different specific funding bills
20 with different economic and political conditions in place for their respective rounds of
21 negotiations. Therefore, employees' eligibility to receive such compensation under either of
22 these two separate CBAs, were subject to different conditions. In practice, this meant that many
23 employees who qualified for the funding pursuant to SB 231 did not qualify for the funding
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1 under the stricter requirements of AB 398, including, but not limited to, teachers in other
2 positions who provide Special Education Services.

3 9. I served as the Chief Negotiator for the 2025-2027 CBA, including for the provisions
4 that would become Article 26-19 and Article 43. The first proposal CCEA presented pertaining
5 to the differential compensation pursuant to AB 398 was on July 3, 2025. In writing this
6 proposal, CCEA directly copied the requirements to receive funding from AB 398 into the
7 language of the proposal, with the knowledge that the parties to the CBA would need to follow
8 all of the Bill's requirements to receive this prescriptive funding. I presented CCEA's proposal to
9 CCSD, and the intention of the prospective CBA language was to mirror the exact same
10 requirements for the funding of employees in "hard-to-fill positions" imposed by AB 398. I
11 explained the text of the Bill to CCSD, and how the primary intent of the Bill was to incentivize
12 employees to remain at Title I schools with the highest needs. CCEA's expressed intentions at
13 the negotiating table were to both conform to AB 398's requirements and to help improve the
14 teaching profession by retaining and attracting educators *within school* that needed the most
15 support. CCEA is a teacher's union, and therefore has a crucial interest and mission to improve
16 the practice of public education in the state of Nevada, recognizing that without improvements to
17 student outcomes, the Association will be unable to obtain further substantive funding for its
18 bargaining unit.

19 10. The product of these arms length negotiations led to Article 26-19 and its subsections.
20 Its language was intended by CCEA and CCSD to follow every single requirement for funding
21 dictated by the state legislature in the text of AB 398. Throughout these negotiations, CCEA and
22 CCSD never agreed, nor contemplated, that centrally based employees (i.e. those not based out
23 of a Title I school site) would be included in the bargained-for criteria under Article 26-19.
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1 11. Based on the different funding parameters for AB 398 as opposed to SB 231, CCEA
2 and CCSD made different agreements surrounding which employees were considered to be in
3 “hard-to-fill positions” for the 2025-2027 CBA as opposed to the 2023-2025 CBA. Such an
4 agreed upon determination was, as I outlined in my previous affidavit, based upon the parties’
5 shared recognition of the requirements of AB 398, for which Article 26-19-1 of the current CBA
6 makes clear the supplemental compensation is funded by, and the shared understanding of what
7 positions would qualify as being “hard to fill” within the parameters of the Bill.
8

9 12. Article 26-19-1 reads that “licensed employees *in Title I schools* that have the
10 following vacancy rates shall be eligible for additional compensation, *contingent upon funding*
11 *from AB 398*, in the amount of \$5,000 in addition to their base pay.” CCEA and CCSD agreed
12 that the phrase “licensed employees in Title I schools” refers to licensed employees who are
13 school-based, in other words, assigned to a specific Title I school site as opposed to being
14 assigned to the District’s central office.
15

16 13. As I stated in my prior affidavit, Article 26-19-1 is written to make it clear that these
17 supplemental payments are contingent upon the employee’s position at CCSD being qualified as
18 as a “hard to fill position” within the definition of AB 398, and is not “purely financial.” This is
19 because Section 2, Subsection 4 of AB 398 expressly provides that “Money awarded to a school
20 district pursuant to subsection 1 is subject to collective bargaining, *but may only be used to*
21 *provide additional compensation for hard-to-fill positions in public schools.*” Section 8.5,
22 Subsection 5 of the Bill additionally provides that its funding “is subject to collective bargaining,
23 *but may only be used to provide additional compensation for hard-to-fill positions in public*
24 *schools.*” CCEA and CCSD viewed AB 398’s funding requirements as not suggestions, but
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1 mandates from the state legislature to only provide this funding for employees in “hard-to-fill
2 positions,” which the parties agreed would exclude centrally assigned employees.

3 14. Article 26-19-6 provides that “For the 2025-2026 School Year, if a teacher, who
4 spends the majority of their assigned duties teaching students in a classroom, *teaches at a Title I*
5 *school* that does not meet the above vacancy threshold, they will still be eligible for the
6 additional compensation of \$5,000 if they teach in the following hard to fill subjects, and if such
7 subjects are suffering from a critical labor shortage: a. English Language Arts b. Mathematics c.
8 Science d. Special Education.” As with the clause “licensed employees *in Title I schools*,” in
9 Article 26-19-1, CCEA and CCSD understood at the outset of the agreement to Article 26-19-6
10 that the phrase “*teaches at a Title I school*,” refers to employees who were specifically assigned
11 as teachers *at* a particular Title I school site, not those who were centrally assigned. So, while
12 school-based Special Education teachers received the supplemental compensation pursuant to
13 Article 26-19, the parties since the negotiation of this language have understood this phrase to
14 exclude employees assigned to CCSD’s central office, regardless of whether or not they can be
15 said to provide instruction in Special Education, where such subject is suffering from a critical
16 labor shortage. CCEA and CCSD as the parties to the CBA therefore agreed that assignment to a
17 specific Title I school site (i.e. school-based) is an essential component of receiving the funding
18 pursuant to Article 26-19-6.
19

20 15. During negotiations for the 2025-2027 CBA, CCEA held a goal of agreeing to a new
21 contract prior to the start of the school year, an accomplishment that had not been achieved for as
22 long as my tenure as Executive Director. However, there were some additional changes to
23 articles unrelated to Article 26-19 that both CCEA and CCSD wanted to discuss further. To
24 reach agreement on these issues, while still being able to agree to a substantive new CBA prior to
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1 the beginning of the 2025-2026 school year, CCEA and CCSD negotiated Article 43, which
2 detailed a manner in which the parties may negotiate for changes to certain CBA articles upon
3 mutual agreement from the parties. During the term of this CBA, this Article may be invoked
4 upon agreement by CCEA and CCSD if there is a mutual desire to alter the language of any of
5 the contract's provisions. This was not intended by CCEA or CCSD to serve as the exclusive
6 means by which the parties would agree to *interpretation or implementation* of the CBA's
7 existing provisions. This intention is reflected by the language of Article 43-2, which provides
8 that "The School District shall present to the Board of School Trustees any agreement by the
9 parties *as a result of the negotiations authorized by this Article 43*. Any terms approved by the
10 Board *through this process* shall be incorporated into this Agreement by operation of this Article
11 43." The inclusion of such italicized language was to make it clear that Article 43 was not
12 intended to be the sole process by which agreements between CCEA and CCSD could be made,
13 especially those agreements concerning the interpretation or implementation of existing
14 provisions of the CBA.

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18 16. During the course of the current CBA's duration, CCEA and CCSD have negotiated
19 new language to the contract twice up to this date using the process outlined in Article 43. CCEA
20 and CCSD have not used Article 43 to negotiate modifications to Article 26-19 because neither
21 party has believed it necessary to do so, as the parties are in agreement that centrally assigned
22 employees do not qualify for the supplemental compensation.

23
24 17. Prior to Mr. English first contacting me regarding his issue on April 20, 2026, CCEA
25 Chief of Staff Alex Shelton ("Shelton") had already explained to him why the Association
26 believed any grievance would have lacked merit and would have ran contrary to both the CBA
27 and AB 398. After Ms. Shelton explained to him the process for filing an independent grievance,
28

1 he did so, and on April 20, 2026, stated to me over email that he filed a grievance, and to ensure
2 I was "aware of a significant liability issue regarding the AB 398 differentials." He argued that
3 his lack of eligibility for the supplemental compensation as a centrally-assigned employee was a
4 violation of the CBA, and that he is "prepared to escalate this to the EMRB and civil court if
5 necessary." I did not interpret Mr. English's email as a desire to meet or to engage in a dialogue
6 on this matter.
7

8 18. On April 29, 2026, Mr. English again threatened to file his EMRB Complaint,
9 accusing CCEA of arbitrary conduct, telling the Association to confirm in writing the "Union's
10 final position," as he is "now preparing a Prohibited Practice Complaint with the EMRB." Like
11 with his April 20 email, I did not believe that Mr. English's April 29 message articulated or
12 expressed a desire to meet or otherwise reach an "informal resolution" on this matter. It is
13 inaccurate that I had given Mr. English a "command" or "directive" to file a Complaint with the
14 EMRB, as he was the individual who introduced his desire to file this Complaint. I had only told
15 him he may file this Complaint that he had been repeatedly threatening to file, because his
16 interpretation of the CBA was incompatible with what CCEA and CCSD negotiated.
17

18 FURTHER YOUR AFFIANT SAYETH NAUGHT,
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John Vellardita

23 SUBSCRIBED and SWORN to before me this 6thth Day of August, 2026.
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25 Irish Montano

26 NOTARY PUBLIC in and for said

27 CLARK COUNTY and NEVADA
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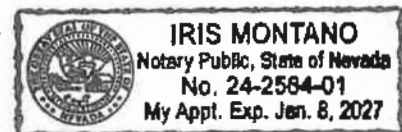


EXHIBIT B

AFFIDAVIT OF DR. BRENDA PEARSON

STATE OF NEVADA)

COUNTY OF CLARK) ss.

Dr. Brenda Pearson, being first duly sworn and under penalty of perjury, does say and depose the following:

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

2. I am currently employed at the Clark County Education Association ("CCEA") and make this affidavit in support of CCEA's Reply in Support of its Motion to Dismiss ("Reply") in *Michael English v. Clark County Education Association, et. al.*, EMRB Case No. 2026-012.

3. I am currently employed as the Director of Strategic Policy Initiatives at CCEA, and have been employed in this capacity since 2015. I can competently testify regarding my duties as Director of Strategic Policy initiatives, and the implementation process for the differential payments made to employees pursuant to Assembly Bill 398 ("AB 398") and Article 26-19 of the 2025-2027 CCEA-CCSD Negotiated Agreement ("CBA") according to the Article's shared meaning and intent with CCSD.

4. I was in attendance for multiple negotiations sessions for the current CBA between CCEA and the Clark County School District ("CCSD"), including the session held on July 3, 2025. At this session, CCEA and CCSD discussed AB 398 and the negotiation of an article in the CBA that would implement differential payments for qualified employees pursuant to the Bill's requirements. CCEA presented an initial proposal at this session providing for differential pay for qualified employees in the form of an additional \$5,000 in compensation for employees employed in positions that met the statutory definition of "hard-to-fill" outlined by Section 2 of

1 AB 398. CCEA Executive Director John Vellardita (“Vellardita”) led the presentation on this
2 proposal.

3 5. Mr. Vellardita outlined during this session two overarching purposes of AB 398. One
4 was to incentivize the recruitment of employees into “hard-to-fill positions” in schools with high
5 vacancies of high need, particularly those assigned to school sites and in the “core-four”
6 subjects: English, Mathematics, Science, or Special Education. The second was to incentivize
7 retention of teachers already in these school-based positions through extra differential pay.
8 CCEA’s intentions were to conform to the law, which articulated a policy of improving the
9 practice of education by retaining and attracting teachers in schools and positions that needed the
10 most support. CCEA and CCSD agreed that the parties must follow the meaning and intent of
11 AB 398, as the proposal for differential compensation would be funded directly by the Bill. This
12 included agreeing that only employees assigned to specific Title I school sites were eligible for
13 the extra compensation. CCEA and CCSD never agreed or contemplated that centrally based
14 employees would be eligible for this differential compensation.
15

16 6. Furthermore, centrally based employees possess different job duties and assignments
17 than school-based teachers. Adaptive Physical Education employees who are school-based, for
18 example, service the same population of students on a daily basis, and they are supervised and
19 evaluated directly by their primary school site principal. Upon information and belief, the
20 primary school of a school-based Adaptive Physical Education Teacher does not change.
21 Centrally based Adaptive Physical Education teachers however, can have their school
22 assignments and schedules changed at any time during the school year by their supervisor,
23 including from Title I to non-Title I school sites. They are supervised and evaluated by CCSD’s
24 central office. There exist school-based Adaptive PE positions because a given school possesses
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1 a particular need for a classroom teacher based on sufficient need from the school's student
2 population. To CCEA and CCSD, a school-based Adaptive PE position therefore met the criteria
3 of a "hard-to-fill" classroom teaching position for which AB 398 was earmarked by the State
4 Legislature to incentive payments for those who occupy the position, whereas, upon my
5 information and belief, no centrally based Adaptive PE positions, and in fact, no centrally based
6 positions, were determined by the parties to have fulfilled this statutory and negotiated criteria.

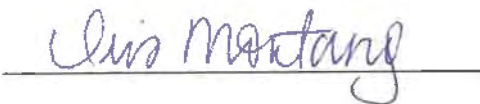
8 I declare under penalty of perjury that the foregoing is true and correct to the best of my
9 personal knowledge and understanding.

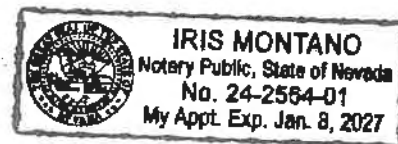
11 FURTHER YOUR AFFIANT SAYETH NAUGHT,

13 

15 Dr. Brenda Pearson, PhD.

16 SUBSCRIBED and SWORN to before me this 6th Day of August, 2026.

18 



20 NOTARY PUBLIC in and for said

21 CLARK COUNTY and NEVADA

EXHIBIT C

Dante Dabaghian

From: Linda West
Sent: Wednesday, June 24, 2026 9:02 AM
To: Dante Dabaghian
Subject: FW: Regarding PGP concern

From: Linda Jones
Sent: Friday, April 11, 2025 4:42 PM
To: Michael English [Auxiliary Services] <englim@nv.ccsd.net>
Subject: RE: Regarding PGP concern

Hello Michael,
Thank you for sending this over to me. Unfortunately, if you don't have proof in writing that the decision to stop you mentoring was because they preferred a female for the role, we will not be able to take action on that. I do know that some admin get away with things because they don't put certain things in writing, they just tell you in person so there's no record. If you want to have full clarity on your column advancement, you can reach out to the PGS office in an email asking your question so it's documented and you have proof. Please reach out if you have more questions after you communicate with the PGS office. Have a good day & weekend.
Linda West

From: Michael English [Auxiliary Services]
Sent: Friday, April 11, 2025 4:34 PM
To: Linda Jones <ljones@ccea-nv.org>
Subject: Re: Regarding PGP concern

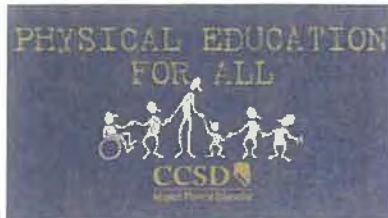
Hey Linda,

I attached a screen shot of what I emailed my supervisor and what she just sent me. She kinda re framed me losing my mentor assignment as that it was only supposed to be a 1 year position and didn't admit to me losing it just bc of my gender. Probably a smart move on her part even though she told me twice in person it was bc of my gender.

And she did not respond back at all to my last statement about her rude comment towards me so I guess she still stands by that one completely.

Do you know who has the final say on if someone receives a raise or not? Is it PGS or CCSD or CCEA? I'm wondering who else I should get confirmation from that as long as I start day 1 next school year in all title 1 assignments that I will have locked in my raise and it can't be taken away later. Thanks!

Michael English
Adapted Physical Education Teacher
315-406-8773



On Fri, Apr 11, 2025 at 3:01 PM Linda Jones <ljones@ccea-nv.org> wrote:

Hello Michael,

If your supervisor told you the only reason for the move was because you are not a female, you can report that to human resources as discrimination based on gender. They will investigate the report but they may not be able to reverse the decision because being a mentor is up to their discretion but they should not be taking something away from you just because you are a male.

You will have to work at all title one schools to remain on the 2 year track. You will need to report to a title one school next year since it is the start of the 3rd year as required. We cannot tell the admin or your dept. which schools you can be assigned, that is outside of our scope of authority. The PGS office is backed up in processing column advancements, but when the advancement is processed you will receive retro payment from the first date of your contract. They look at your status and teaching assignment as of the first day you report back to the schools next year.

From: Michael English [Auxiliary Services]
Sent: Thursday, April 10, 2025 3:36 PM
To: Linda Jones <ljones@ccea-nv.org>
Subject: Re: Regarding PGP concern

Hey Linda,

Thanks for taking the time to speak with me today. From what I understand from our phone call it sounds like if my supervisor is removing myself from the role of a mentor and giving it to a female for no other reason than that is giving preferential treatment to someone based on their gender and should be reported to HR? And that if I am requesting to my supervisor to maintain all title 1 assignments for the start of next school year she should have to accommodate that?

If I taught last school year and this school year at all Title 1 schools then my ability to receive the column movement will be determined by the schools I am assigned on Day 1 of next school year? So theoretically if I start next year at all Title 1 schools but sometime in September I get assigned to another school that happens to not be Title 1 I will still have locked in and will receive my raise? It also worries me a bit with how slow the PGS department is to process and approve everyone's raise because I know

people that had to wait until March of this year to get the raise they were owed back in August so if there's a big delay with me I'm not sure how that could affect things.

I also attached our contract and wanted to see what you thought about page 35 section 26-4 where it says the agreement can be modified to ensure that placing and retaining qualified teachers in at risk schools is being accomplished. Does this mean the agreement can be modified for individuals on a case by case basis? For example if I did all the work and put in the time at title 1 schools to get the raise and then I get a non title 1 school added to my assignments would someone be able to modify the agreement and still give me the raise? Otherwise if the raise is going to be taken away someone could say well I might as well just move to all non title 1 schools if I'm going to lose it anyway and then it would be going against the mission of retaining qualified teachers at those at risk locations. Thank you!

Michael English

Adapted Physical Education Teacher

315-406-8773



On Thu, Apr 10, 2025 at 10:06 AM Linda Jones <ljones@ccea-nv.org> wrote:

Hello Michael,

I received your message yesterday afternoon and I was planning to reach out to you today. I have a tight schedule this afternoon but if you want to talk before noon you can call me in my office at 702-473-1019. If you can't call before noon today, please let me know the best time for us to talk tomorrow. Or if it's easier, you can email me your questions & I can reply. I will await your response.

Linda West

From: Michael English [Auxiliary Services]

Sent: Thursday, April 10, 2025 7:59 AM

To: Linda Jones <ljones@ccea-nv.org>

Subject: Re: Regarding PGP concern

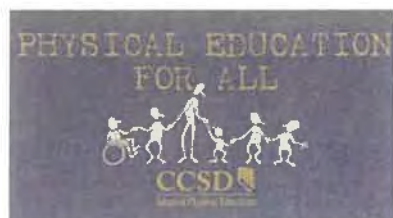
Hey Linda,

I left you a voicemail yesterday regarding a situation. I also have a question about working at title 1 schools and remaining on the 2 year track. When would be a good time to try and chat with you about both of these things? Thanks!

Michael English

Adapted Physical Education Teacher

315-406-8773



On Fri, Mar 14, 2025 at 8:05 AM Linda Jones <ljones@ccea-nv.org> wrote:

Good morning Michael,

I understand what you are saying. Hopefully the district can hire more staff in the PGS office but with the staffing cuts they are making, I'm not sure they will have the funds to hire more people. The good part is the PGS office is 12 months so they work over breaks and they will be working over the summer. They will retro pay once it's approved. Have a great day and Spring Break.

Linda West

From: Michael English [Auxiliary Services]

Sent: Friday, March 14, 2025 7:04 AM

To: Linda Jones <ljones@ccea-nv.org>

Subject: Re: Regarding PGP concern

Hey Linda,

Yeah it's just crazy that it's March now and people who were expecting and deserving to see an increase in pay back in August are still waiting to get approved and receive all of their back pay. Their backlog grows bigger and bigger every year. I've had submissions pending now for 16 months and it'll probably still be another year until my stuff hopefully all gets approved. I'm just not sure of any other profession where you can earn a raise and have to work virtually an entire school year before you actually see the money. But I'll take your advice and bring it up at a school board meeting the next time I am able to attend one. Thank you.

Michael English

Adapted Physical Education Teacher

315-406-8773



On Thu, Mar 13, 2025 at 11:02 AM Linda Jones <ljones@ccea-nv.org> wrote:

Hello Michael,

I was asked to contact you to assist you with your questions as Dr. Pearson is working on other projects. I saw your email asking if CCEA could send out a survey about the staffing of the PGS office and I wanted to tell you that the PGS office staff is not in our purview. We cannot control the pace at which they review CU submissions and process salary advancements. The only way to get your CUs reviewed for your next column advancement, is to do what you've stated you have already done and that is to submit a request for column advancement before June 1st, 2025 and the advancement will be for the 2025-26 school year. I don't know if you're already aware of this but when the PGS first rolled out, there were only 4 people in that dept. Now they are up to 6 people but still need more people I agree. We can only negotiate parts of the contract and we cant negotiate that they hire more staff because that's a management right and not within our scope of authority. Educators can reach out to the schoolboard trustees or the superintendent when one is hired to express your concerns

about the pace of the process due t being understaffed. If you have any other questions or concerns, please reach out to me. I hope you enjoy the rest of your day & weekend.

In Unity,

Linda West

Field Representative /SOT Project Coordinator

Phone: 702-473-1019

Cell phone: 702-408-8840

Email: lwest@ccea-nv.org

CCEA

Clark County Education Assoc

4230 McLeod Drive

Las Vegas, NV 89121

Office: 702 733 3063

Website: <http://ccea-nv.org/>

Subject:

To: <ar@ccea-nv.org>

I was speaking with someone who works in the union and they suggested I should send an email to this address. Just for some background, I'm an Adapted PE Teacher and I'm assigned to work at multiple locations. Last school year and this school year I was assigned to all Title 1 schools but next year it looks like I might be getting 1 additional school that is not title 1. I guess there's some fine print in the contract that says even if you worked at all title 1 for 2 years you still have to remain at all title 1 the following year in order to actually receive your column advancement so I might be running into some pretty tough luck. I'm still trying to see if my supervisor will assign me to a different school instead that is title 1 so I can secure my raise but she doesn't seem willing to help me out.

The worker I talked with said something about how there might be a chance for me to still get the column advancement anyway under precedent and that it sounds similar to previous cases called flip flop schools that lost their title 1 status. Is there anything to this?

Also in the contract on page 35 section 26-4 it says the agreement can be modified to ensure that placing and retaining qualified teachers in at risk schools is being accomplished. PGS department told me that CCEA and CCSD can modify this agreement at any time and it would go into effect for all teachers if modified. Is there any way that CCEA would consider trying to change the wording of this agreement so that if you work for 2 years in all title 1 schools that you can still get your raise even if you end up being at a non title 1 in the following year? Otherwise if the raise is going to be taken away someone could say well I might as well just move to all non title 1 schools if I'm going to lose it anyway and then it would be going against the mission of retaining qualified teachers at those at risk locations. Thank you!

Michael English
Adapted Physical Education Teacher
315-406-8773

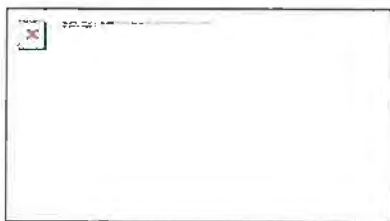


Dante Dabaghian

From: Michael English [Auxiliary Services] <englim@nv.ccsd.net>
Sent: Monday, January 26, 2026 5:58 PM
To: Marie Neisess
Subject: Re: requested info.

Do you know who I should speak to in CCSD regarding this? We have some people who aren't even assigned to all title 1 schools being considered tier 2 and we have others who are assigned to all title 1 being considered tier 3. It just doesn't make any sense.

Michael English
Adapted Physical Education Teacher
315-406-8773



On Mon, Jan 26, 2026 at 10:53 AM Marie Neisess <mneisess@ccea-nv.org> wrote:

Unfortunately, this matter is not subject to bargaining and falls solely within CCSD's discretion. Like you, the majority of our Other Licensed Professionals are assigned to CCSD departments rather than individual school sites.

In solidarity,

Marie Neisess

CCEA President

Mobile: 702-624-5987

Email: mneisess@ccea-nv.org



4230 McLeod Drive

Las Vegas, NV 89121

Office: 702 733 3063

Website: <http://ccea-nv.org/>

Member Only FB: www.facebook.com/groups/325355472228737

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

Sent: Monday, January 26, 2026 10:42 AM

To: Marie Neisess <mneisess@ccea-nv.org>

Cc: Brenda Pearson <bpearson@ccea-nv.org>; extrapaylicensed@nv.ccsd.net <extrapaylicensed@nv.ccsd.net>

Subject: Re: requested info.

Hey Marie, thanks for the response. This classification of being under Aux Services is something that has been impacting me for various things now over the years. Even though for my entire career I've always been assigned to 100% Title 1 Schools, being under Aux Services for some reason takes precedence. The upsetting thing is that every year I ask my supervisor Leinell Lasike to let me leave Aux Services and choose to be assigned to one my schools, and she says that I can't do that. With the reason being that they are "in the process" of moving all Adapted PE staff to be under Aux Services. But I've been told this for 4-5 years now and yet we still have a group of teachers that are allowed to retain their title 1 home school assignment and they never get put under Aux Services. So for whatever reason our department is picking and choosing which teachers get certain financial benefits and which ones get denied those benefits.

This is super unfair and it's something I've been trying to get sorted out for multiple years now with no success. Is there anything that can be done about this? Or is there a way to just go off of the actual school assignments we all have since that's what truly matters anyway? This has been a long standing issue now that doesn't make any sense to me and it's having direct financial implications on multiple people within my department. Thank you.

Michael English

Adapted Physical Education Teacher

315-406-8773



On Mon, Jan 26, 2026 at 9:14 AM Marie Neisess <mneisess@ccea-nv.org> wrote:

Good morning, Mike.

This is regarding your Facebook post in our CCEA Member-Only Group. While you provide services to students at Title I schools within CCSD, your position is classified under the Auxiliary Instructional Services department. That classification is likely the reason you were assigned to Tier 3.

I attached the FAQ created by CCSD/CCEA. CCSD also shared a dedicated email address for educators to use if needed: extrapaylicensed@nv.ccsd.net. In addition, Dr. Pearson welcomed educators to reach out to her directly and can be contacted at bpearson@ccea-nv.org.

Dear [Employee Name],

Thank you for your continued dedication to the Clark County School District (CCSD). We are writing to update you on your application for a salary adjustment.

Our review of your records found that you are not eligible for Tier I or Tier II of the adjustment process. Currently, the District's allocated maximum of \$10 million for Fiscal Year 2026 has been fully exhausted for the 2025-26 school year with adjustments for employees in the Tier I and Tier II categories.

You were identified as eligible for review under Tier III. If funding is identified for Tier III licensed professionals, we will notify you.

We appreciate your understanding and greatly value the important work you do on behalf of our students and school communities. If you have any questions, please contact the Licensed Contracting Department via email at extrapaylicensed@nv.ccsd.net.

Thank you for your ongoing commitment to excellence in education.

In solidarity,

Marie Neisess

CCEA President

Mobile: 702-624-5987

Email: mneisess@ccea-nv.org



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