

FILED
August 11, 2026
State of Nevada
E.M.R.B.
3:58 p.m.

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

Complainant, Pro Se

STATE OF NEVADA GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

Michael Paul English,

Complainant,

vs.

CLARK COUNTY SCHOOL DISTRICT, a
Political Subdivision of the State of
Nevada; and CLARK COUNTY EDUCATION
ASSOCIATION, a Recognized Employee
Organization,

Respondents.

CASE NO.: 2026-012

COMPLAINANT'S MOTION FOR LEAVE
TO FILE SUPPLEMENTAL
DECLARATION IN OPPOSITION TO
RESPONDENTS' MOTION TO DISMISS

1 **COMPLAINANT’S MOTION FOR LEAVE TO FILE SUPPLEMENTAL DECLARATION**
2 **IN OPPOSITION TO RESPONDENTS’ MOTION TO DISMISS**
3

4 COMES NOW, Complainant Michael Paul English, in proper person, and hereby
5 respectfully moves the Government Employee-Management Relations Board (“Board”)
6 for Leave to File a Supplemental Declaration and Exhibits in Opposition to Respondents
7 Clark County Education Association’s (“CCEA”) and Clark County School District’s
8 (“CCSD”) Motions to Dismiss (and Replies thereto).

9 This Motion is made pursuant to NAC 288.235 and NAC 288.240, based upon newly
10 disclosed factual evidence obtained on August 7, 2026, directly demonstrating that a
11 genuine dispute of material fact exists regarding job descriptions, duties, and parity
12 between home-school assigned and centrally assigned Adapted Physical Education
13 (“APE”) teachers.
14

15 **I. MEMORANDUM OF POINTS AND AUTHORITIES**
16

17 **A. Good Cause Exists to Allow the Supplemental Filing Under NAC 288.235.**
18

19 Under NAC 288.235, pleadings and motions before the Board are to be liberally
20 construed, and the Board has broad discretion to allow omissions in filings to be cured.
21 On July 20, 2026, at approximately 7:00 AM, Complainant sent a formal written request
22 to his direct supervisor Leinell Lasike, requesting a brief statement or affidavit setting
23 the record straight regarding the identical nature of APE teacher daily duties across
24 assignment categories.

25 Supervisor Lasike did not respond prior to Complainant’s initial filing deadline. However,
26 during an in-person meeting on Friday, August 7, 2026, Supervisor Lasike disclosed for
27 the first time that:
28

1 1. She forwarded Complainant's July 20th inquiry to Monica Talbot, who consulted
2 CCSD Employee Management Relations ("EMR").

3
4 2. Statements/inquiries from APE Leadership were provided to EMR confirming that
5 no functional differences exist between home-school assigned and centrally
6 assigned APE teachers regarding daily duties, student services, or operational
7 functions—the sole difference being the administrative evaluator.

8
9 3. CCSD EMR explicitly instructed Supervisor Lasike that she was prohibited from
10 providing any written statement or copy of that inquiry to Complainant for use in
11 this proceeding.

12
13 B. Establishing "Similarly Situated" Status Conclusively Triggers EMRB Jurisdiction.

14
15 Respondents argue this Board lacks jurisdiction by mischaracterizing this matter as a
16 routine contract dispute or an internal union matter. However, this Board possesses
17 statutory jurisdiction pursuant to NRS 288.270 to police and remedy breaches of the
18 Duty of Fair Representation (DFR). When a union enforces an arbitrary classification
19 between bargaining unit members who are factually and operationally **similarly**
20 **situated**, it acts arbitrarily and in bad faith as a matter of law.

21 Respondents repeatedly contend that centrally assigned APE teachers possess
22 "different job duties" than home-school assigned APE teachers, yet Respondents have
23 failed to produce a single official job description, rubric, or district policy supporting this
24 claim. **If Respondents CCEA and CCSD firmly maintain that home-school**
25 **assigned APE teachers qualify for differential pay based on their instructional**
26 **support of special education students, then the only rational, non-arbitrary**
27

1 **conclusion is that centrally assigned APE teachers must also qualify.** As
2 established by the APE Staff Handbook (Exhibit A) and official department assignment
3 matrices (Exhibit B), centrally assigned and home-school assigned APE teachers are
4 functionally indistinguishable in their daily duties, caseloads, and direct student
5 services. **The identity of the administrative evaluator who conducts a teacher's**
6 **evaluation has zero bearing on the instructional services provided to special**
7 **education students.** Excluding one group while rewarding the other based solely on an
8 administrative evaluator code is the definition of an arbitrary classification in violation of
9 CCEA's Duty of Fair Representation and constitutes **willful disparate treatment and a**
10 **prohibited practice by CCSD under NRS 288.270.**

11
12 C. Respondents' "Shared Understanding" Myth is Unsupported and Pretextual.

13
14 Respondents repeatedly rely on vague assertions of a "shared understanding" or
15 "negotiated intent" regarding the contract supplement. However, Respondents have
16 failed to produce a single piece of documentary evidence—such as a Memorandum of
17 Understanding (MOU), side letter, or bargaining note—contemporaneously
18 memorializing this alleged intent.

19
20 If an explicit exclusion of all centrally assigned teachers was genuinely bargained for
21 and understood by both parties, it would be reflected in the written terms of the
22 Agreement or official bargaining records. An unwritten, unmemorialized "understanding"
23 cannot be invoked after the fact to justify the arbitrary exclusion of a similarly situated
24 group of bargaining unit members. At a minimum, whether such a "shared
25 understanding" ever existed—or whether it serves as a pretext for discriminatory
26 treatment—is a **disputed issue of material fact that requires full evidentiary**
27 **presentation.**

1 D. Rebuttal of Factual Misrepresentations and Witness Suppression.

2
3 Assertions in Brenda Pearson's declaration claiming home-school assigned APE
4 teachers remain in a single classroom all day with a static population are factually
5 demonstrably false. As shown in Exhibit B, home-school assigned APE teachers (such
6 as Brennan Utt and in this example Tracey Herstam and Cindy White) are officially
7 assigned to serve multiple elementary, middle, and high school locations across the
8 region and submit mileage reimbursement for travel between sites, operating under the
9 exact same itinerant model as centrally assigned teachers.
10

11 Furthermore, Respondents have submitted selective declarations from non-department
12 individuals attempting to create the illusion of operational differences. Respondents'
13 position relies on the demonstrably false premise that centrally assigned APE teachers
14 perform administrative desk work rather than direct student instruction. In reality, as
15 established by all available evidence, centrally assigned APE teachers deliver identical,
16 hands-on physical education instruction to special education students across multiple
17 school sites every single day.

18 When Complainant sought a factual statement from the direct administrative leadership
19 of the APE Department—the sole individuals with first-hand knowledge of daily
20 department operations—**CCSD EMR willfully instructed department leadership not**
21 **to provide any written statement or copy of their internal findings.** CCSD EMR
22 possesses direct, internal knowledge confirming that centrally assigned and home-
23 school assigned APE teachers perform IDENTICAL daily duties. **Respondents cannot**
24 **hide behind willful witness suppression to demand a Motion to Dismiss.** Dismissal
25 at this stage is legally improper; Complainant is entitled to proceed to full Discovery
26
27
28

1 pursuant to NAC 288.275, where formal subpoena power will compel the production of
2 these internal EMR findings and witness depositions into the public record.
3

4 Because this critical information was actively withheld from Complainant until August 7,
5 2026, good cause exists to supplement the record. Complainant respectfully requests
6 that the Board grant leave to file the attached Supplemental Declaration and Exhibits
7 into the official record.
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1 **WHEREFORE**, Complainant respectfully requests that the Board:

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- 3 1. **GRANT** Complainant's Motion for Leave to File Supplemental Declaration and
- 4 Exhibits into the record;
- 5 2. **DENY** Respondents CCEA's and CCSD's Motions to Dismiss in their entirety;
- 6 3. **ORDER** this matter to proceed to formal Discovery under NAC 288.275 so that
- 7 internal EMR findings, unredacted records, and witness depositions may be
- 8 compelled; and
- 9 4. **SET** an evidentiary hearing on the merits of the Complaint.

10 In the alternative, to the extent the Board concludes that the present record is

11 insufficient to resolve the alleged "shared understandings" or role parity, Complainant

12 respectfully requests that disposition of Respondents' Motions to Dismiss be deferred

13 until targeted discovery concerning these matters is completed.

14

15

16 DATED this 11th day of August, 2026.

17 Respectfully submitted,

18 

19 Michael Paul English

20 1692 Wicklow Way

21 Henderson, NV 89014

22 315-406-8773

23 Michael.English1120@Gmail.com

24

25 *Complainant, Pro Se*

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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,**

12
13 **Complainant,**

14
15 **vs.**

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.**
22

CASE NO.: 2026-012

**DECLARATION OF MICHAEL PAUL
ENGLISH IN SUPPORT OF MOTION
FOR LEAVE TO FILE
SUPPLEMENTAL EVIDENCE**

1 **DECLARATION OF MICHAEL PAUL ENGLISH IN SUPPORT OF MOTION FOR**
2 **LEAVE TO FILE SUPPLEMENTAL EVIDENCE**
3

4 I, Michael Paul English, declare under penalty of perjury under the laws of the State of
5 Nevada as follows:

- 6 1. I am the Complainant in the above-captioned matter. I have personal knowledge
7 of the facts stated herein and am competent to testify thereto if called as a
8 witness.
9
- 10 2. I am employed by the Clark County School District ("CCSD") as a licensed
11 Adapted Physical Education ("APE") Teacher.
12
- 13 3. On July 20, 2026, at approximately 7:00 AM, I sent an email to my direct
14 supervisor, Leinell Lasike, asking if department leadership could clarify the
15 objective factual record regarding our department's job duties. Specifically, I
16 requested:
17
- 18 "If you could provide a brief email response or a signed affidavit refuting these
19 misrepresentations, it would go a long way toward protecting the integrity of our
20 roles and ensuring our department members are treated fairly. Your help in
21 setting the factual record straight on behalf of the department would be greatly
22 appreciated."
23
- 24 4. Supervisor Lasike did not respond to my email prior to my filing deadline, forcing
25 me to submit my Opposition without her formal written statement attached.
26
27
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- 1 5. On Friday, August 7, 2026, between approximately 12:30 PM and 1:30 PM, I met
2 in person with Supervisor Leinell Lasike at the Seigle Diagnostic Center (2625 E.
3 St. Louis Ave, Las Vegas, NV 89104).
- 4
- 5 6. During this meeting, Supervisor Lasike verbally informed me of the following
6 sequence of events regarding why she had not responded to my July 20th
7 request:
- 8 A. She forwarded my July 20, 2026 email request to Monica Talbot.
- 9 B. Monica Talbot or Stacey Sly contacted CCSD Employee Management
10 Relations ("EMR") for direction.
- 11 C. Inquiry/statements were taken from department leadership (including Leinell
12 Lasike, Monica Talbot, and/or Stacey Sly) by CCSD EMR regarding the actual
13 operational differences between "home-school assigned" APE teachers and
14 "centrally assigned/Seigle" APE teachers.
- 15 D. Department leadership informed EMR that the job duties, daily expectations,
16 student IEP implementation, and operational functions of both groups are
17 IDENTICAL, and that the only difference is which administrator conducts the
18 teacher's evaluation.
- 19 E. EMR subsequently instructed Supervisor Lasike that she was not permitted to
20 provide any written statement, affidavit, or document to me which meant I could
21 not include it in my EMRB filings.
- 22
- 23 7. While Respondents repeatedly assert that home-school assigned APE teachers
24 and centrally assigned APE teachers perform different duties, Respondents have
25 produced zero documentary evidence—such as contrasting job descriptions or
26 duty rubrics—to support this claim. The information disclosed on August 7, 2026
27 confirms that CCSD's internal review established the roles are functionally
28

1 identical, and that witness statements confirming this fact are being actively
2 suppressed.
3

4 8. Attached hereto as EXHIBIT A is a true and correct copy of the CCSD Adapted
5 Physical Education Staff Handbook. The handbook establishes under "Itinerant
6 Best Practices" that a single, identical standard of duties, workdays (7 hours 11
7 minutes), caseload management, and IEP service applies universally to all APE
8 staff, with the term "home-school" appearing exactly just one time, solely as a
9 mechanism for reporting absences.
10

11 9. Furthermore, in filings before this Board, CCEA relies on declarations claiming
12 that home-school assigned APE teachers remain in one classroom at one
13 building all day with a static population. This claim is factually false. Attached
14 hereto as EXHIBIT B is a true and correct copy of the APE Department Team 2A
15 Assignments sheet. As demonstrated in Exhibit B, teachers designated with a
16 "home school"—such as Tracey Herstam (Harris ES) and Cindy White (Rowe
17 ES)—are officially assigned to serve multiple other elementary, middle, and high
18 schools across the region, operating under the EXACT SAME itinerant multi-site
19 model as centrally assigned APE teachers. Every single APE Teacher (home-
20 school assigned or central office assigned) services multiple school sites and
21 routinely submits mileage reimbursements for travel between our schools.
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1 I declare under penalty of perjury under the laws of the State of Nevada that the
2 foregoing is true and correct to the best of my personal knowledge, information, and
3 belief.

4
5 Executed this 11 day of August, 2026.

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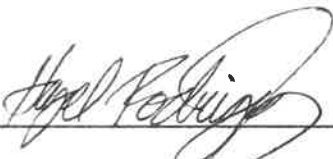
9 Michael Paul English, Declarant

10
11
12 STATE OF NEVADA)

13) SS.

14
15 COUNTY OF CLARK)

16
17 Subscribed and sworn to (or affirmed) before me on this 11 day of August, 2026, by
18 Michael Paul English.

19
20 

21 NOTARY PUBLIC in and for said

22 County and State

23
24 (SEAL)



INDEX OF EXHIBITS

EXHIBIT A: True and correct copy of the Clark County School District (CCSD) Adapted Physical Education (APE) Staff Handbook, establishing universal department duties, itinerant best practices, and daily operational standards.

EXHIBIT B: True and correct copy of the CCSD APE Department Team 2A Assignments Matrix, demonstrating that centrally assigned and home-school assigned APE teachers all serve multiple school locations across the region under an itinerant model.

1 **CERTIFICATE OF SERVICE**

2
3
4 I hereby certify that on this 11th day of August, 2026, I served a true and correct copy of
5 the foregoing **COMPLAINANT'S MOTION FOR LEAVE TO FILE SUPPLEMENTAL**
6 **DECLARATION IN OPPOSITION TO RESPONDENTS' MOTIONS TO DISMISS,**
7 **DECLARATION OF MICHAEL PAUL ENGLISH, AND ATTACHED EXHIBITS A & B** via
8 Electronic Mail to the following parties of record:

9
10 **Office of the General Counsel**
11 Clark County School District
12 5100 W. Sahara Ave., Las Vegas, NV 89146
13 penaec@nv.ccsd.net
herrec4@nv.ccsd.net
foleybj@nv.ccsd.net

14 **CCEA Legal Counsel**
15 Clark County Education Association
16 % John Vellardita, Executive Director
4230 McLeod Dr., Las Vegas, NV 89121
ddabaghian@ccea-nv.org

17
18
19 By:  _____

20 Michael Paul English
21 1692 Wicklow Way
22 Henderson, NV 89014
23 315-406-8773
24 Michael.English1120@Gmail.com

25 *Complainant, Pro Se*
26
27
28

EXHIBIT A

PHYSICAL EDUCATION FOR ALL



Adapted Physical Education

**Staff Handbook
2026–2027**

Our Mission Statement:

To provide high-quality, specially designed instructional support,
and services for students with disabilities

Our Vision:

To provide students equitable access and inclusive
opportunities for success in physical education class

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GENERAL EMPLOYEE INFORMATION

AFFIRMATIVE ACTION-EQUAL EMPLOYEE OPPORTUNITY

The Clark County School District (CCSD) is an equal opportunity employer and will not knowingly discriminate in any area of employment, including discriminatory recruiting and hiring, against any United States citizen or legal alien on the basis of race, color, creed, religion, sex, age, marital status, national or ethnic origin, or disability. This is a prohibition of discrimination in employment and shall extend to working conditions, training, promotion and other terms and conditions of employment.

AMERICANS WITH DISABILITIES ACT

Under the provisions of the Americans with Disabilities Act (ADA) of 1990, and ADA Amendments Act of 2008, qualified applicants and employees with disabilities will not be knowingly discriminated against in hiring, promotion, discharge, pay, job training, benefits, and other terms and conditions of employment. Employees who have qualifying medical conditions/disabilities covered under ADA and are in need of accommodations to enable them to perform the essential functions of their job should contact CCSD Office of Diversity and Affirmative Action/ADA/Title IX programs.

CCSD BUILDING ACCESS AND SCHOOL KEYS

To reduce the number of calls to CCSD police regarding activated alarms, and to protect the safety of our employees, keys are to be secured at all times and personally assigned to individual users for individual accountability. Persons who may have lost assigned keys may face disciplinary action for any misconduct, inadequate performance or negligence related to safeguarding of CCSD keys.

EMPLOYMENT

The Board of school Trustees believes integrity, respect, responsibility, and justice are fundamental to civilized human conduct. District staff, as role models to students, should exhibit these qualities. In addition to other job expectancies, it is essential that each employee come to work regularly and on time; follow directions, take criticism constructively, get along with co-workers and supervisors; and treat co-workers, supervisors, students and the public with respect

HARASSMENT

Harassment of an employee or student will not be tolerated. All persons can seek employment, attend school, work in security and dignity and are not required to endure insulting, degrading, and harassing or exploitative treatment. Staff members will view the harassment video provided by the district.

SEXUAL HARASSMENT

Title VII of the Civil Rights Act of 1964 and the Civil Rights Act of 1991, as amended, prohibits discrimination based on sex. Sexual harassment is generally defined as a repeated or unwanted verbal or physical sexual advance, sexually explicit derogatory statements, or sexually discriminating remarks made by someone in the work place which are offensive, objectionable, or intimidating to the recipient or which cause the recipient discomfort or humiliation or which serve to create an intimidating, hostile working environment.

CHILD ABUSE AND NEGLECT

Nevada Statutes require school authorities, schoolteachers, and others to report to Nevada State Welfare or to law enforcement agencies any suspected case of child abuse or neglect. Immunity from civil or criminal liability is provided under the law to those making such reports. Nevada Statutes define child abuse and neglect as “physical or mental injury of a non-accidental nature, sexual abuse, sexual exploitation, or negligent treatment or maltreatment of a child under the age of 18 years by a person who is responsible for the child’s welfare under circumstances which indicate that the child’s health or welfare is harmed or threatened thereby.

R ADAPTED PHYSICAL EDUCATION

- Maintain a current Cardiopulmonary Resuscitation certification, and Automated External Defibrillator certification on file with district Human Resources and Adapted Physical Education (APE) department. Confirm specific course requirements.
- Maintain current State of Nevada Teaching License on file with Nevada Department of Education and district Human Resources.

NOTE: All APE staff members confirm their knowledge and understanding that these requirements are the personal responsibility of the employee and if not maintained, actions could result in suspension of pay and removal from the classroom.

ITINERANT BEST PRACTICES

As itinerant licensed teachers, APE staff will use consistent practices when completing expected work duties and supporting students in schools.

- Check in and out at school sites.
- Wear your District and Centegix badge.
- Dress appropriately for work.
- Collaborate professionally with school administration, staff, co-workers, and the public.
- Adhere to deadlines and due dates in all work duties and services.
- Work a full contracted day in APE, 7 hours and 11 minutes (includes a duty-free lunch and prep).
- Stay informed of current policies and procedures at District, school, and department level.
- Contact the APE coordinator when administrative assistance is needed.

ATTENDANCE

APE staff members will report absences to:

- (1) Supervising administrator at Seigle office or home school; and
- (2) APE department by completing the [APE-Employee Absence Log](#); and
- (3) [Human Capital Management \(HCM\)](#) system

Documentation is essential to ensure staff are properly paid, and absences are reported according to district policies and procedures.

Substitutes:

If class coverage is necessary, APE staff members are highly encouraged to contact team members and ask for assistance prior to using a substitute. If an absence is longer than two to three days, work with the APE office to help secure an approved APE substitute teacher.

MONTHLY SCHEDULES

APE staff members will maintain a monthly schedule that aligns with the rubric below:

- Schedule start and end times must align with school start and end times, reflecting 7 hours 11 minutes each day
- Minimum of 4 classes per day, reflecting consistency (block=1.5 classes)
- Assist your team in high-need classes and department led events
- Keep open times for team coverage, or additional assistance when requested
- Lunch and prep fluctuate, avoiding using time only at the end of day
- School Collaboration Time (SCT) is taken at the start or end of the day, for a total of 1 hour
- SCT and prep must indicate the site location

It is the sole responsibility of each staff member to keep their schedule **current**, including reflecting daily changes.

Monthly schedules represent your time and location while at work.

- If edits need to be made in your schedule, document these changes as soon as possible.
- In case of an emergency, call the office for assistance.

Schedules are due as an assignment in the [APE Google Classroom](#) by the 25th of each month.

STUDENT SERVICE LOGS

APE staff members will complete student service logs weekly. Student Service Logs document vital information on the dates and times of student support. In addition, student service log data can be shared among staff members when a student moves locations or transitions to the next grade.

The student service log form is located in the [APE Google Classroom](#) and accessible using a mobile device. All data is secured using your CCSD email.

CASELOADS

APE staff members will consistently maintain student caseloads within Infinite Campus (IC). Students receiving APE services are documented using an IEP.

Each year, staff members will update team member roles* in IC to confirm students on their caseload and in their assigned schools or region team. Caseloads are reviewed frequently throughout the school year to maintain department and district records.

*Remember to **not remove** students from your caseload until requested. Other APE staff members are adding these students, requiring both parties to collaborate student information before removing students.

MEETINGS

Monthly department meetings:

APE staff members will attend monthly department meetings virtually or in person. Staff members will document any conflicts on their schedule if unable to attend department meetings **and** notify the coordinator of their absence. These conflicts may include: a scheduled class to meet Specially Design Instructional (SDI) minutes, IEP meeting, or personal absence.

Staff development days:

APE staff members will attend district-scheduled staff development days. Staff will be notified where and when to report on assigned days.

IEP meetings:

APE staff members are expected to attend IEP meetings defined as:

- Initial or qualifying IEP meeting
- Exit or non-qualifying IEP meeting
- Annual IEP meeting

SPECIALIZED EQUIPMENT

APE staff members are provided specialized equipment to enhance student engagement and to promote success. This equipment is purchased with the intention to be used for instructional purposes at school sites.

There are two equipment options: general equipment and team equipment.

- General equipment is purchased by APE funds* for use by the entire APE staff. This equipment is stored at department equipment room and available for staff members to check out and check in using a digital data system. In addition, general equipment includes consumables, like reinforcers, to be used but not returned.
- Team equipment is purchased by APE funds* for use by team staff members. This equipment is requested through an APE equipment order sheet. When received, Region Team leaders will disburse equipment to the team members responsible for storing and using the equipment to benefit students at their school sites.

All equipment purchased by APE funds is district property and should be marked “APE”, with the exception of general equipment consumables.

*When an APE staff member separates from the department, it is their responsibility to return all usable APE equipment to the office.

MILEAGE

Mileage:

APE staff members are eligible to claim mileage for travel between CCSD sites. Mileage is processed digitally through the [Mileage Reimbursement Request](#) form. APE staff will complete and submit the form by the 5th of the following month. If a mileage request is submitted late, reimbursement may be delayed or refused.

Refer to the APE Google Classroom, [Electronic Mileage Information](#), to review the current process in the electronic submission of mileage.

IEP DEVELOPMENT

APE staff members will develop, maintain, and support each student's IEP on their assigned caseload.

Portions of the IEP specific to the APE teacher include:

- Present Levels of Performance
- Goals and Benchmarks
- SDI Page
- Supplemental Aids and Services

APE staff members will implement specially-designed instructional strategies in collaboration with the general Physical Education (PE) teacher using the [Nevada Academic Content Standards](#) and modifying lesson plans for the needs of each student.

APE staff members will review services and support for students annually during the IEP development process. It may be necessary to make frequent adjustments depending on student needs and current progress.

REFERRAL AND QUALIFYING

Referral:

APE staff members will consistently work in collaboration with school personnel to identify students in need of support as detailed in the [APE Referral and Assessment for Services Process](#).

APE staff members will consistently share this information with assigned schools, explain the steps of observation and assessment with accompanying required forms, and follow through to properly identify a student in need of services.

Qualifying statement:

The student qualifies for APE services if he/she:

- Has an IEP*, and
- accesses the general education PE class, and
- has received prior interventions in the general education PE class, and
- continues to demonstrate gross motor deficits of a 1.5–2.0-year delay

*If the student meets these general guidelines on a 504 accommodation plan, contact the APE department.

DATA COLLECTION

APE staff members will collect data-driven outcomes for students. These include, but are not limited to: standardized or teacher-made assessments, progress reports, student service logs, IEP goals and benchmarks, and student work samples. At the end of each grading period, progress reports are completed to document outcomes for every student receiving APE services, by assigned APE teacher.

APE staff members will work collaboratively with general physical education teachers to provide equitable and appropriate data collection tools similar to same-age peers.

APE staff members will gather evidence and maintain digital student records using IC and other district-approved systems, like Goalbook.

Students records are expected to be kept confidential and follow CCSD [Family Educational Rights and Privacy Act \(FERPA\)](#) guidelines. Any paper form data is subject to the same FERPA guidelines.

DRESS CODE

APE staff members will follow CCSD dress code guidelines which state that “employee dress and appearance play a vital part in the projection of a professional image”, as per [Regulation 4280](#).

Employees are encouraged to wear attire appropriate to a special work or instructional assignment, such as PE/APE, [Regulation 4280.c.2](#).

APE staff may wear:

- Shorts at least mid-thigh in length
- Appropriate logos or images on:
 - Hats
 - Collarless t-shirts
 - Sweatsuits, warm-ups, hooded sweatshirts, or jackets

PROFESSIONAL GROWTH AND LEARNING

APE staff members will complete district-required professional learning as assigned throughout the school year.

CCSD offers additional professional growth opportunities for personal growth and advancement.

Employee resources:

[Enterprise Learning Management Systems \(ELMS\)](#)

[CCSD Professional Growth System](#)

[Leadership Development](#)

SPECIAL PROGRAMS

The APE department works with local community partners and organizations to accentuate services for students with disabilities. APE staff members are encouraged to participate in the following activities and events.

- Special Olympics Nevada, Unified Champion Schools (UCS), CCSD Special Programs
 - UCS is a national model of inclusive sports hosted by schools
 - Whole school engagement, focused on student-led and sustainable programming
 - Grant renewed yearly to solidify our partnership
- Paralympic Sports Club, CCSD Special Programs
 - Sports program for students with physical disabilities (ambulatory, non-ambulatory, or visually impaired) and their families
 - Paralympic Sports Club Family Nights are held monthly throughout the school year, September–May
 - Activities are designed to engage students and families in sports opportunities throughout the Las Vegas community and on their school campus
- Paralympic Sports Competition Team, CCSD Special Programs
 - Competitive sports club coached and organized by licensed APE teachers for students, classified as paralympic athletes, who are interested in participating in annual national competitions.
- Summer Day Camp, CCSD Special Programs
 - Week long day camp held at a CCSD school site for select students nominated by their APE teacher with physical, visual, intellectual or developmental disabilities. Camp staff are selected APE teachers.

DIGITAL TOOLS

APE staff members can receive a digital device, *Microsoft Surface Go*, with district software systems and wifi capability. It is expected for each staff member assigned a device to complete the [Loan of District Equipment](#) (CCF-365) form and follow appropriate care for district materials.*

*If the device is lost, stolen, or requires repair, the staff member will notify the APE office immediately.

APE staff members agree to follow the district's Acceptable Use Policy.

The Acceptable Use Policy, governing computer usage in the district for both employees and students, is expected to be adhered to by all staff. Computer network services, provided by the Clark County School District, enable communication with electronic communities around the world. The use of these electronic resources shall be consistent with the purpose, mission, and goals of the Clark County School District and used for educational and professional purposes. The purpose in providing these services is to facilitate access to information and resources, promote educational excellence, and enhance communication between schools and the community.

[Source: Acceptable Use Policy](#)

ADDITIONAL INSTRUCTIONAL RESOURCES

- APE Shared Drive
- APE Classrooms
- IC
- District-issued digital device
- Professional learning
- Canvas: Curriculum Hub-Elementary, Middle or High School Physical Education
- Goalbook
- Department video tools
- Region Teams
- Mentoring
- APE coordinator

ACKNOWLEDGEMENT OF HANDBOOK

After review, APE staff members will document their understanding and agreement with the expectations outlined and described in this handbook by completing the Acknowledgement of Adapted PE Handbook Google Form no later than Friday, August 14, 2026.

EXHIBIT B

TEAM	TEACHERS	HOME SCHOOL	REGION	LOC	SCHOOL	LEVEL	PRIMARY APE TEACHER	SECONDARY APE TEACHER
2A	Berg, Stefan	Seigle APE	2	359	BAILEY, SISTER ROBERT JOSEPH	1ES	Powell, Jennifer	
2A	English, Mike	Seigle APE	2	524	BECKLEY, WILL ZOOM	1ES	Herstam, Tracey	
2A	Gondini, Michelle	Seigle APE (NVLA	2	211	CRESTWOOD ZOOM	1ES	Soon, Keola	
2A	Herstam, Tracey	Harris ES	2	560	CUNNINGHAM, CYNTHIA	1ES	Powell, Jennifer	
2A	Soon, Keola	Seigle APE	2	271	DAILEY, JACK ZOOM	1ES	White, Cindy	
2A	Powell, Jennifer	Seigle APE	2	525	FERRON, WILLIAM E.	1ES	Powell, Jennifer	
2A	Walker, Shelby	Seigle APE	2	229	FRENCH, DORIS	1ES	Berg, Stefan	
2A	White, Cindy	Rowe ES	2	527	HARMON, HARLEY	1ES	English, Mike	
				528	HARRIS, GEORGE E.	1ES	Herstam, Tracey	
				338	HOLLINGSWORTH, HOWARD	1ES	Soon, Keola	
				516	LAKE, ROBERT E.	1ES	Walker, Shelby	
				514	PARADISE ZOOM / Reinvent	1ES	White, Cindy	
				214	PARK, JOHN S. ZOOM	1ES	Soon, Keola	
				341	PETERSEN, DEAN ZOOM / Reinvent	1ES	Walker, Shelby	
				523	ROWE, LEWIS E. ZOOM	1ES	White, Cindy	
				517	THOMAS, RUBY S. ZOOM	1ES	Walker, Shelby	
				903	THORPE, JIM	1ES	English, Mike	
				519	TOMIYASU, BILL Y.	1ES	Berg, Stefan	
				921	TREEM, HARRIET	1ES	English, Mike	
				512	ULLOM, J. M.	1ES	Powell, Jennifer	
				526	WARD, GENE ZOOM	1ES	White, Cindy	
				924	WHITNEY	1ES	Powell, Jennifer	
				537	CANNON, HELEN C. ZOOM	2MS	Berg, Stefan	
				540	CORTNEY, FRANCIS H.	2MS	English, Mike	
				231	FREMONT, JOHN C. ZOOM	2MS	Soon, Keola	
				532	KNUDSON, K. O. MAGNET	2MS	Soon, Keola	
				534	ORR, WILLIAM E. ZOOM	2MS	English, Mike	
				938	WHITE, THURMAN FULL MAGNET	2MS	White, Cindy	
				535	WOODBURY, C. W.	2MS	Powell, Jennifer	
				554	CHAPARRAL	3HS	Herstam, Tracey	
				577	DEL SOL ACADEMY OF THE PERFORMING ARTS MAGNET	3HS	Berg, Stefan	
				553	LAS VEGAS ACADEMY MAGNET	3HS	Soon, Keola	
				870	SOUTHEAST CAREER AND TECHNICAL ACADEMY MAGNET	3HS	White, Cindy	
				552	VALLEY MAGNET	3HS	Walker, Shelby	
				633	NV Learning Acad @ CCSD		Gondini, Michelle	
				703	NV Learning Acad ES @ CCSD		Gondini, Michelle	

CCSD (Respondent)

**Opposition to Complainant's Motion for Leave to
File Supplemental Declaration in Opposition to
Respondents' Motion to Dismiss**

FILED
August 26, 2026
State of Nevada
E.M.R.B.
2:31 p.m.

OFFICE OF THE GENERAL COUNSEL
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STATE OF NEVADA
GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

MICHAEL PAUL ENGLISH,

Complainant,

v.

CLARK COUNTY SCHOOL DISTRICT, a
Political Subdivision of the State of Nevada;
and CLARK COUNTY EDUCATION
ASSOCIATION, a Recognized Employee
Organization,

Respondents.

CASE NO.: 2026-012

**CLARK COUNTY SCHOOL DISTRICT'S
OPPOSITION TO COMPLAINANT'S
MOTION FOR LEAVE TO FILE
SUPPLEMENTAL DECLARATION IN
OPPOSITION TO RESPONDENTS'
MOTION TO DISMISS**

The CLARK COUNTY SCHOOL DISTRICT ("the District" or "CCSD"), by and through its undersigned counsel, hereby submits its Opposition to Michael English's ("Complainant's") Motion for Leave to File Supplemental Declaration in Opposition to Respondents' Motion to Dismiss Complaint ("Motion for Leave").

I. INTRODUCTION

Complainant has failed to show that there is good cause to permit submission or consideration of any of the supplemental evidence he seeks to include in the briefings regarding CCSD's Motion to Dismiss. Importantly, the "supplemental evidence" does not address CCSD's arguments in the Motion to Dismiss that Complainant has failed to allege a unilateral change by the District that the EMRB may consider. Complainant continues to argue that he has a different interpretation of the contract, that his evidence shows some teachers received additional income under the contract but he did not, and that he finds this unfair. Complainant even goes so far as to

1 suggest that the District is willfully suppressing evidence to avoid his claim. However, what
2 Complainant either fails or refuses to understand is that his claim is not one the EMRB may
3 consider because it is a purely contract violation claim regardless of how he tries to characterize
4 and cloak it. Complainant wants the District to provide him a benefit that was not agreed upon in
5 negotiations and is effectively demanding that the District commit a unilateral change. Moreover,
6 Complainant's evidence is only supplemental to his previous arguments in his Opposition about
7 the fairness of how the negotiated-for Article 26-19 was applied, and is not actually evidence that
8 was omitted or necessary to consider the issue at hand. Accordingly, Complainant's Motion for
9 Leave should be denied and/or disregarded as against the District.

10 II. LEGAL AUTHORITY

11 Complainant filed the Motion for Leave to File a Supplemental Declaration under NAC
12 288.235, which provides:

- 13 1. If not otherwise prohibited by law and if substantial rights of the parties will
14 not be prejudiced, the Board may allow any pleading or motion to be amended or
corrected, or any omission in the pleading, motion or other papers to be cured.
- 15 2. Pleadings, motions and other papers will be liberally construed, and any defects
16 which do not affect substantial rights of any party may be disregarded by the
Board.

17
18 Complainant actually titles his Declaration and the Motion for Leave as a request to
19 supplement the evidence to support his arguments. Complainant has not shown that there was any
20 actual omission of facts that establish the District made a unilateral change in this case. Further,
21 Complainant has not argued that his Opposition should be amended or corrected. Instead, his
22 assertions in his Declaration and the documents attached thereto simply continue his argument
23 from his Opposition that his interpretation of the negotiated criteria in Article 26-19 differs from
24 CCSD and CCEA's intent that teachers must be assigned to a Title I school with high vacancy to
25 be eligible for additional compensation. It appears that Complainant intends to include additional
26 evidence to his previous arguments that he disagrees with the wording and interpretation of
27 Article 26-19, and he wants to make a case to the EMRB that it should be interpreted his way.
28 The Board should not allow such supplementation in this case because it does not demonstrate

1 that there was any unilateral change by the District, which is the issue in the Motion to Dismiss.
2 In fact, it would prejudice CCSD and CCEA to perpetually allow Complainant to supplement his
3 arguments about how the contract Article 26-19 should be interpreted when contract violation
4 claims are outside the purview of the Board, and his Complaint should be dismissed for lack of
5 probable cause. Complainant's Motion for Leave should be denied.

6 **III. MEMORANDUM OF POINTS AND AUTHORITIES**

7 As stated in the briefs on CCSD's Motion to Dismiss, the EMRB has jurisdiction over
8 unfair labor practices, and an unfair labor practice includes the prohibited practice of unilaterally
9 changing a subject of mandatory bargaining. Under the unilateral change theory, an employer
10 commits a prohibited labor practice when it changes the terms and conditions of employment that
11 fall under the subjects of mandatory bargaining listed in NRS 288.150 without first bargaining in
12 good faith with the recognized bargaining agent. *See City of Reno v. Reno Police Protective*
13 *Ass'n.*, 118 Nev. 889, 59 P.3d 1212 (2002). However, in the instant matter, Complainant has not
14 alleged a unilateral change; the substance of his allegations is that the District violated the
15 Negotiated Agreement in denying him additional compensation under Article 26-19 and/or the
16 District should be compelled to commit a unilateral change by finding him eligible for the
17 additional compensation.

18 Complainant's purported "omitted" evidence in the Motion for Leave only supplements
19 his arguments that he should be considered eligible for additional compensation, despite CCSD's
20 assertions in the Motion to Dismiss and Reply that Complainant's assignment to a central-based
21 position was not contemplated for additional compensation under Article 26-19 and the criteria
22 that were negotiated with CCEA. Complainant has failed to show that omission of his
23 "supplemental evidence" would affect his substantial rights, in this case, prevent his case from
24 being dismissed for lack of probable cause, and it is clear he simply intends to argue and request
25 that the EMRB should interpret the contract his way and contrary to the negotiations by the
26 parties.

27 ///

28 ///

1 **A. Complainant's Motion to File a Supplemental Declaration Should Be Denied,**
2 **as His Purported Omission Does Not Affect His Substantive Rights and Does**
3 **Not Add Anything Different or Essential that the EMRB Should Consider**
4 **Regarding CCSD's Motion to Dismiss.**

5 Complainant filed the Motion for Leave to File a Supplemental Declaration under NAC
6 288.235, arguing that there is good cause to allow supplemental filing of his Declaration that
7 details his attempt to solicit statements from his CCSD supervisors regarding adapted PE teacher
8 duties and responsibilities. Complainant argues he did not receive a response until after the filing
9 deadline for his Opposition, and that when he did, he was informed that Employee Management
10 Relations ("EMR") instructed his supervisor not to sign his statement. *See* Motion at p. 2-3. First,
11 Complainant's Opposition to CCSD's Motion to Dismiss was due and filed on July 17, 2026.
12 Complainant, in his Motion for Leave and Declaration, asserts that he sought his supervisor's
13 statement on July 20, 2026. Thus, Complainant's inability to file a Declaration in his Opposition
14 against the School District's Motion to Dismiss is due to his own delay. Second, a statement of
15 duties and responsibilities of adapted PE teachers does not pertain to or show that there has been
16 any unilateral change by the District in the application of the criteria of Article 26-19, as argued
17 repeatedly in the briefing on the Motion to Dismiss. The Board should deny Complainant's
18 Motion for Leave as the information he seeks to add is similar to his arguments that have already
19 been briefed, and the "facts" in his Declaration do not affect his substantial rights or change
20 anything substantive in his Opposition. Indeed, if Complainant in this case, or any party, were
21 permitted to file supplemental declarations after matters have been fully briefed simply to
22 supplement their argument without including something substantive that was omitted or defective
23 in a brief, then the parties could perpetually brief their arguments without end.

24 The Declaration that Complainant submitted in support of his Motion for Leave refers to
25 additional evidence regarding his argument that his duties and responsibilities as an adapted PE
26 teacher do not differ from those of adapted PE teachers who are Title I school-based. In essence,
27 Complainant wants another chance to continue to argue his interpretation that he fits the criteria in
28 Article 26-19. *See* Opposition to CCSD's Motion to Dismiss, p. 7-8. Complainant asserts that he
29 has the same job duties and responsibilities as other adapted PE teachers, that he asked his

1 supervisor for a statement about those duties and responsibilities, and that his supervisor was not
2 permitted to sign his prepared statements to include in his EMRB filings. *See* Complainant's
3 Declaration. However, Complainant continues to ignore the main arguments of the Motion to
4 Dismiss: that the substance of his claim is contract violation, that he has not alleged any unilateral
5 change by the District, and the Board may not grant the remedy he seeks. Further, Complainant
6 has mischaracterized his efforts to obtain statements from his supervisors. In fact, Complainant
7 prepared statements that contained *his* characterization of his job duties and asked the supervisors
8 to confirm his email. Such statements would hardly constitute an objective fact, and the
9 recommendation to supervisors, related to the creation of new evidence, to refrain from providing
10 statements to the Complainant to be mischaracterized in this proceeding as an objective fact is not
11 unreasonable, nor a willful suppression of evidence. Notwithstanding, Complainant has failed to
12 show that supplementing his arguments with these additional "facts" would prevent his Complaint
13 from being dismissed for lack of probable cause against the District. Therefore, the Complainant's
14 Motion for Leave should be denied.

15 **B. The Employee-Management Relations Board Does Not Have Jurisdiction**
16 **Over Purely Contractual Interpretation Disputes.**

17 Complainant argues that the Board may "police and remedy breaches of the Duty of Fair
18 Representation. When a union enforces an arbitrary classification between bargaining members
19 who are factually and operationally similarly situated, it acts arbitrarily." Motion for Leave at
20 p. 3. Complainant's claims about a breach of the duty of fair representation do not apply to the
21 School District, so the School District will not address those arguments in this Opposition.

22 Complainant argues that "Respondents repeatedly contend that centrally assigned APE
23 teachers possess 'different job duties' than home-school assigned APE teachers," and asserts that
24 if Respondents maintain that only home-school assigned APE teachers qualify based on
25 instructional duties, then rationally, central-based teachers must qualify too. Motion for Leave at
26 p. 3. Again, Complainant mischaracterizes the issue argued in CCSD's Motion to Dismiss. CCSD
27 did not state that Complainant was ineligible for additional compensation because his job duties
28 differed from adapted PE teachers assigned to a Title I school. Rather, CCSD pointed out that the

1 *negotiated* criteria in Article 26-19 provides that teachers at specific high-vacancy Title I schools
2 would be eligible for the additional compensation, and that there was no unilateral change by the
3 District in denying Complainant eligibility because he is central-based and not assigned to a Title
4 I school in the manner contemplated and ultimately negotiated. *See* CCSD's Reply in Support of
5 Motion to Dismiss, p. 6-8. In the Motion for Leave, Complainant has not shown that his
6 supplemental evidence would establish that there was a unilateral change that the School District
7 made; he just continues to argue his interpretation of the Article 26-19 of the Negotiated
8 Agreement and why he thinks he should be eligible for additional compensation, despite both the
9 union and the employer identifying that the criteria that did not contemplate central-based
10 employees being eligible for the additional compensation.

11 In fact, Complainant does not address CCSD's previous arguments that there is no
12 unilateral change by the District in this case. He simply changes course, again, and claims that
13 CCSD saying he is not eligible for the additional compensation constitutes "willful disparate
14 treatment and a prohibited practice by CCSD under NRS 288.270." Motion for Leave at p. 4. He
15 did not identify what the "prohibited practice" is in Section B of his Motion for Leave. *Id.* He just
16 argues that the exclusion of one group based on location is unfair, although, since that is the
17 negotiated criterion, excluding central-based employees for additional compensation is not a
18 unilateral change or disparate treatment of the Complainant. Complainant appears to acknowledge
19 that there was no willful disparate treatment of him because *all* central-based employees were
20 ineligible for the additional compensation under Article 26-19, and thus he was not singled out or
21 treated differently. Therefore, his "supplemental evidence" is only additional evidence regarding
22 his interpretation of the contract, not evidence of a unilateral change by the District, and allowing
23 Complainant to continue to supplement his arguments that do nothing to correct the jurisdictional
24 issue raised by the District would prejudice the District by endlessly dragging the matter out.
25 Therefore, his Motion for Leave should be denied and/or disregarded.

26 ///

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1 **C. Complainant’s Arguments That the “Shared Understanding” Is a Myth Are**
2 **Repetitive of His Previous Arguments in the Opposition to CCSD’s Motion to**
3 **Dismiss.**

4 As he did in his Opposition to CCSD’s Motion to Dismiss, Complainant again continues
5 to argue that CCSD and CCEA should produce specific evidence in order to “prove” the shared
6 understanding about the intent of Article 26-19. Complainant argues that there has been no
7 Memorandum of Understanding, side letter, or bargaining note produced to show the alleged
8 intent at the time of negotiations. Motion for Leave at p. 4. Complainant continues to argue that
9 because Article 26-19 does not contain specific language explicitly excluding central-based
10 teachers from eligibility for additional compensation, the union and the employer must produce
11 documentary evidence from negotiations regarding the intent of the Article. Motion for Leave at
12 p. 4.

13 Again, as argued in the fully briefed Motion to Dismiss, Complainant is collaterally
14 attacking the terms of the Negotiated Agreement. The substance of his claims is that the contract
15 was violated when he was denied additional compensation, not that the District committed a
16 unilateral change by denying his request pursuant to Article 26-19 because he is centrally-based.
17 Complainant continues to argue that he interprets Article 26-19 one way, and that since the parties
18 rely on the point that the criteria he disputes were negotiated by and between the parties, the
19 Board should order an evidentiary hearing, and he should be allowed to examine documents
20 pertaining to the negotiations. Complainant’s argument is essentially that because he does not
21 interpret the contract the way that CCEA and CCSD understand the negotiated criteria, then the
22 parties must prove to him that those were explicitly bargained-for terms.

23 To reiterate, Complainant is incorrect in asserting that CCSD must prove through an
24 evidentiary hearing with the Board that those were the terms bargained for, as CCSD’s Motion to
25 Dismiss the Complaint is based on the fact that his claims against the District are for alleged
26 contract violation. There is no evidentiary burden the District must meet, because the Board may
27 not determine the provisions of a collective bargaining agreement absent a claim of a unilateral
28 change by either party. *See County of Washoe v. Washoe County Sheriff’s deputies Assoc.*, Case
 No. A1-045300, Item No. 57 (citing to *Reno Police Protective Assoc. v. City of Reno, et al.*, Case

1 No. 18273, Item No. 16); *Clark County Teachers Assoc. v. Board of Trustees of the Clark County*
2 *School District*, Case No. A1-045351, Item No. 130 (“it is outside the Board’s jurisdiction to
3 resolve grievances arising under the parties’ collective bargaining agreements.”); *Annette Shaw v.*
4 *Nye County Employees Ass’n*, Case No. 2019-018, Item No. 860 (2019). Discovery will not
5 resolve the jurisdictional issues addressed in the Motion to Dismiss, and Complainant’s Motion
6 for Leave does not include additional arguments or evidence that demonstrate any unilateral
7 change by the District.

8 Again, the Board may not resolve a grievance under the Negotiated Agreement, and
9 Complainant’s argument that the “unwritten mutual understanding” between the District and
10 CCEA is actually a pretext does not change the substance of his claims. The criteria in Article
11 26-19 were negotiated between the District and CCEA, and the funds were intended for teachers
12 at Title I schools with high vacancy rates. There is no pretext or discriminatory treatment of the
13 Complainant, as there were no centrally based teachers who received additional compensation
14 under the Article, and no unilateral change by the District in its application of the criteria.
15 Therefore, there is no probable cause for Complainant’s claim that CCSD violated NRS
16 288.70(1)(e) and no factual allegations to the contrary. *See* Order granting CCSD’s Motion to
17 Dismiss, *Sarah Gazala v. Clark County School Dist.*, et al., Case No. 2026-009, (July 20, 2026).

18 **D. CCSD’s Factual Assertions Establish That the Terms of The Agreement Were**
19 **Negotiated With CCEA, and Complainant’s Claimed Suppression of**
20 **Evidence, While Inaccurate, Does Not Change That.**

21 In the Motion for Leave, Complainant argues that Brenda Pearson’s Declaration¹ attached
22 to CCEA’s Reply in Support of the Motion to Dismiss claims that home-school assigned APE
23 teachers remain in a single classroom all day, and that “Respondents’ position relies on the
24 demonstrably false premise that centrally assigned APE teachers perform administrative desk
25 work rather than direct student instruction.” *See* Motion for Leave, p. 5. However, the District,
26 while a Respondent that filed a Motion to Dismiss, did not include any arguments or declarations

27 ¹ Because Ms. Pearson’s Declaration was not submitted on behalf of the District, CCSD will not
28 address Complainant’s assertions against Brenda Pearson’s Declaration that was attached to
CCEA’s Reply in Support of Motion to Dismiss.

1 asserting that centrally based adapted PE teachers performed administrative rather than
2 instructional work. In fact, the District's Declaration of Jon Okazaki ("Declaration"), negotiator
3 on behalf of the District, asserts that the negotiations on the criteria in Article 26-19 related to the
4 place of the teacher's assignment, not the differences and/or similarities between teachers' job
5 duties. The Declaration asserts that there are teachers assigned to Title I high-vacancy schools,
6 and that there are teachers assigned to central administration, and that central-based teachers were
7 not agreed to and contemplated for inclusion in the negotiated criteria under Article 26-19. *See*
8 CCSD's Reply, Exhibit A. Complainant's arguments in the Motion for Leave mischaracterize the
9 facts asserted in CCSD's Motion to Dismiss briefs and further ignore the central jurisdiction issue
10 that his claims are based on contract violation, not a unilateral change by the District.

11 Complainant appears to have sought statements from supervisors to combat the facts and
12 arguments that he mischaracterized, as described above. Complainant argues that he sought
13 factual statements from his administrative leadership about the department's daily operations, but
14 the District prohibited those administrators from providing statements or copies of their findings.
15 *See* Motion for Leave, p. 5. However, Complainant's assertions also misrepresent what occurred
16 between him and his supervisors. In truth, from what is known, Complainant emailed principals at
17 schools, provided them with his characterization of the work he performs, and then asked them to
18 confirm his written statement so he could use it in the instant case against the District.

19 Complainant's recounting of his attempts to get confirmation about his version of the facts
20 does not establish that there was any willful suppression of evidence, nor that there is a question
21 of fact regarding whether there was a unilateral change in the application of Article 26-19 by the
22 District. First, a supervisor has no obligation to confirm an employee's representations as fact for
23 use in an EMRB proceeding, and it is incorrect to pass off the supervisor's refusal to confirm the
24 employee's statement as suppression of evidence. Second, it is certainly appropriate for the
25 District to recommend that supervisors refrain from creating evidence on issues that are pending
26 in a proceeding when there is a time and place for evidence to be presented, and there is a risk that
27 the creation of evidence may be inaccurate and construed as binding the District. Third and
28 perhaps most importantly, the information sought by Complainant regarding his duties as an

1 adapted PE teacher still misses the mark – the District does not dispute many of the similarities
2 between school-based and central-based adapted PE teachers; the issue is that the claims in the
3 Complaint as against the District are contract violation claims, which the EMRB may not
4 consider. Just because Complainant thinks it is unfair that his central assignment excludes him
5 from additional compensation because he does the same or similar work as a school-based
6 employee does not mean that the District has committed a unilateral change or treated him any
7 differently than others in those central-based positions. Information regarding Complainant's
8 duties would not correct the jurisdictional issue, as it only supplements his arguments that the
9 application of Article 26-19 as negotiated by the parties is unfair.

10 Altogether, Complainant has not provided any "good cause" to allow supplementation of
11 his Opposition to the Motion to Dismiss. In fact, perpetual arguments over an alleged contract
12 violation only serve to delay and prolong this case, when clearly, the Board may not provide the
13 remedy Complainant seeks in this matter because it would be contrary to the District and CCEA's
14 negotiations, and in fact would force the District to commit a unilateral change. Complainant's
15 Motion for Leave should be denied.

16 **V. CONCLUSION**

17 For these reasons, the Board should deny Complainant's Motion for Leave to File
18 Supplemental Declaration in Opposition to Respondents' Motion to Dismiss.

19 DATED this 26th day of August, 2026.

20 CLARK COUNTY SCHOOL DISTRICT
21 OFFICE OF THE GENERAL COUNSEL

22 By: /s/ Crystal J. Pugh
23 CRYSTAL J. PUGH, ESQ.
24 Nevada Bar No. 12396
25 BETTY J. FOLEY, ESQ.
26 Nevada Bar No. 14517
27 5100 West Sahara Avenue
28 Las Vegas, Nevada 89146
*Attorney for Respondent,
Clark County School District*

CERTIFICATE OF SERVICE

I hereby certify that on the 26th day of August 2026, I sent a true and correct copy of the foregoing **CLARK COUNTY SCHOOL DISTRICT'S OPPOSITION TO COMPLAINANT'S MOTION FOR LEAVE TO FILE SUPPLEMENTAL DECLARATION IN OPPOSITION TO RESPONDENTS' MOTION TO DISMISS** via electronic service to the following:

Michael Paul English
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Henderson, NV 89014
michael.english1120@gmail.com
Complainant, pro se

Clark County Education Association
General Counsel Dante Dabaghian
4230 McLeod Drive
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Attorneys for Clark County Education Association

/s/ Elsa C. Peña
An employee of the
OFFICE OF THE GENERAL COUNSEL,
CLARK COUNTY SCHOOL DISTRICT

CCEA (Respondent)

**Opposition to Complainant's Motion for Leave
to File Supplemental Declaration**

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Attorney for Respondent CCEA

STATE OF NEVADA

GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

MICHAEL ENGLISH,
Complainant,

Case No.: 2026-012

v.

**CLARK COUNTY EDUCATION
ASSOCIATION'S OPPOSITION TO
COMPLAINANT'S MOTION FOR LEAVE TO
FILE SUPPLEMENTAL DECLARATION**

CLARK COUNTY EDUCATION
ASSOCIATION; CLARK COUNTY
SCHOOL DISTRICT,
Respondents

Respondent Clark County Education Association ("CCEA" or "Association"), by and through its undersigned counsel, hereby files its Opposition to Complainant Michael English's ("Complainant" or "English") Motion for Leave to File Supplemental Declaration ("Motion").

I. INTRODUCTION

Complainant's fugitive motion is a plain attempt at a second bite at the apple in opposing CCEA's Motion to Dismiss. He attempts to manufacture "good cause" for this rogue motion by mentioning an attempt to obtain a statement from an agent of an adverse party in a live legal matter (three days after he had filed his Opposition to CCSD's Motion to Dismiss), an alleged verbal hearsay statement made by his supervisor, and repetitive, irrelevant exhibits that could have been included in his Opposition to CCEA and the Clark County School District's

1 (“CCSD’s”) Motions to Dismiss. Where he doesn’t attempt to improperly introduce irrelevant
2 evidence into the record after this Board has been fully briefed on the parties’ Motions to
3 Dismiss, Complainant attempts to get the last word in prior to deliberations on said Motions by
4 adding onto his briefing from his Opposition to CCEA’s Motion to Dismiss and responding to
5 some of the points addressed in the Association’s subsequent Reply, prejudicing the substantial
6 rights of CCEA in both defending against and moving to dismiss his Complaint.
7

8 Nonetheless, his extra briefing, Declaration, and exhibits fail to create the probable cause
9 of a violation of NRS 288 necessary for defeating CCEA’s Motion to Dismiss, where the
10 Association has plainly demonstrated that it has followed both the language of Assembly Bill
11 398 (“AB 398”) and the bargained-for intent of Article 26-19 of the Negotiated Agreement
12 (“CBA”) with CCSD when making the rational decision to decline arbitration of his meritless
13 grievance, in conformity with its duty of fair representation. Complainant does not dispute that
14 some Adaptive Physical Education (“APE”) employees are school-based, while others are
15 centrally-based. He does not dispute that he is a centrally-based APE employee whose
16 assignment can change at any point during the school year, as CCEA and CCSD have both
17 explained. Most importantly, he does not dispute that CCEA and CCSD *are both in agreement*
18 that centrally-based employees are not qualified to receive the extra compensation under Article
19 26-19, nor did the parties ever contemplate such employees receiving the pay. Attempting to
20 obtain a designation as a school-based employee multiple times with evidently little success, he
21 is merely dissatisfied with the result of CCEA and CCSD’s bargain. Such dissatisfaction, as this
22 Board has held, does not make up probable cause of a prohibited practice under NRS 288.
23
24 Accordingly, this Board should deny Complainant’s Motion for Leave in its entirety. Any of this
25
26
27
28

1 information that the Board allows into the record should be accorded no weight in determining
2 the merits of CCEA's Motion to Dismiss, which again should be granted in its entirety.

3 **II. LEGAL AUTHORITY**

4 NAC 288.235 provides that:

- 5
- 6 1. If not otherwise prohibited by law *and if substantial rights of the parties will not be*
7 *prejudiced*, the Board may allow any pleading or motion to be amended or corrected,
or any omission in the pleading, motion or other papers to be cured.

8 NAC 288.240 additionally mandates that:

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- 10 4. Within 14 days after service of any motion, all parties wishing to respond to the points
11 raised in the motion shall file their opposition to the motion... Within 14 days after
service of the opposition to the motion, the moving party may respond to the points
raised in the opposition.

12 As a further reminder, NAC 288.375 dictates that the Board may dismiss a matter for any
13 of the following related reasons:

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- 15 1. If the Board determines that no probable cause exists for the complaint...
- 16 5. If an applicant, petitioner or complainant files a spurious or frivolous complaint or
17 a complaint which presents only issues that have been previously decided by the
Board.

18 **III. MEMORANDUM OF POINTS AND AUTHORITIES**

19 **A. Complainant Has Demonstrated No Good Cause For His Motion For Leave.**

20 Complainant attempts to argue that he has good cause to make his "supplemental filing"
21 because of this Board's liberal construction of pleadings and motions, and its "broad discretion
22 to allow omissions in filings to be cured." Motion p. 2: 19-20. His evidence to support this "good
23 cause" is that he sent an email (curiously omitted from his filing) to his purported supervisor,
24 Leinell Lasike ("Lasike"), on July 20, 2026 asking for a signed affidavit or other written
25 statement from her, ostensibly for "setting the record straight regarding the identical nature of
26 APE teacher daily duties across assignment categories." *Id.* at p. 2: 21-24. Complainant contends
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1 that witness statements were “actively suppressed,” and that Ms. Lasike “did not respond to my
2 email prior to my filing deadline, forcing me to submit my Opposition without her formal written
3 statement attached.” Mot. pp. 9-11. While it is unclear to CCEA why Complainant would expect
4 or otherwise be entitled to receive a written statement from Lasike as an agent of CCSD, an
5 adverse party to himself in this active legal matter, most importantly, this Board should not take
6 his insinuation that this statement and/or verbal conversation was crucial to his Oppositions to
7 CCEA and CCSD’s Motions to Dismiss, or that his original failure to include such information
8 in his Oppositions properly constituted an “omission,” at face value. CCSD filed its Motion to
9 Dismiss on July 10, 2026, and CCEA filed the same on July 14, 2026. *See*, Relevant Electronic
10 Filings Between Complainant, CCEA, and CCSD With the EMRB, attached hereto as Exhibit A.
11 Under the deadlines enumerated by NAC 288.240(4), Complainant thereby had 14 days after the
12 date of these filings to file his Opposition to both CCEA and CCSD’s Motions to Dismiss.
13 Complainant, apparently without approaching CCSD for any extension on this filing deadline,
14 filed his Opposition to the District’s Motion to Dismiss an entire week before his July 24
15 deadline, on July 17, 2026, *before he had even solicited a “statement” from Ms. Lasike on July*
16 *20. Id.* His deadline to file his Opposition to CCEA’s Motion to Dismiss was July 28, but he
17 instead filed it early on July 24, 2026, with no request for an extension. *Id.*

21 Regardless as to how Complainant went about extracting the hearsay statements from
22 Ms. Lasike made in his Declaration pertaining to alleged exchanges with CCSD’s Employee
23 Management Relations department, any sort of statement from her here cannot be credibly
24 argued as essential to his case so as to demonstrate good cause for further adding to the record,
25 when this Board has already been fully briefed on CCEA and CCSD’s Motions to Dismiss
26 effective August 7, 2026. *Id.* Complainant has further not demonstrated in his Motion how
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1 CCEA would have “actively suppressed” any sort of witness statement he believed that he was
2 entitled to obtain from CCSD.

3 Complainant already detailed at length in his Opposition to CCEA’s Motion to Dismiss
4 how he believes his job duties as a centrally-based APE employee to be similar to that of a
5 school-based APE teacher, both in his pleadings, and with his attachment of a CCSD job
6 advertisement for an APE Specialist position. See, Exhibit G of Complainant’s Opposition to
7 CCEA’s Motion to Dismiss. He has not demonstrated why he could not have proffered Exhibits
8 A and B in his Motion, or their equivalents from a similar year, in his Oppositions to the Motions
9 to Dismiss, when he has been employed at CCSD since approximately 2014, and thus would
10 almost certainly have already had access to such documents or similar documents prior to the
11 filing of his Opposition. See, Exhibit G of CCEA’s Motion to Dismiss. If Complainant really had
12 found any of the above information to be relevant to demonstrating probable cause of a violation
13 of CCEA’s duty of fair representation, he could have either requested an extension on his filing
14 deadline for his Opposition to CCEA’s Motion to Dismiss pursuant to a stipulation to this Board,
15 or from filing a motion to extend time directly to the Board, under NAC 288.253. He chose not
16 to and instead filed his Opposition to CCEA’s Motion to Dismiss four days prior to his deadline,
17 and his Opposition to CCSD’s Motion to Dismiss an entire week prior to his deadline. Ex. A.
18 Complainant’s contentions that the failure to include this information in his prior filing,
19 particularly in his Oppositions to CCEA and CCSD’s Motions to Dismiss, was an “omission”
20 necessitating curing is thus inaccurate. This Board should not indulge Complainant’s request to
21 submit this unneeded filing where he has shown zero good cause for doing so, other than that he
22 simply forgot to or did not contemplate including such exhibits in his Oppositions to
23 Respondents’ Motions to Dismiss.
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1 **B. Granting Complainant's Motion Will Prejudice CCEA's Substantial Rights.**

2 Besides his inclusion of unnecessary fugitive exhibits, Complainant cannot help himself
3 by making further legal arguments in addition to the supposed "good cause" which he claims
4 necessitated this filing. Instead of simply describing a need for making a supplement to his
5 Oppositions to Respondents' Motions to Dismiss, and attaching exhibits, he proceeds in his
6 Motion to argue again that the EMRB has jurisdiction over his Complaint, that he believes
7 CCEA and CCSD's negotiated understanding that centrally-based APE employees are not
8 entitled to the differential compensation under Article 26-19 to be "pretextual," and attempts to
9 respond directly to evidence raised in the Association's Reply in Support of its Motion to
10 Dismiss. Mot. pp. 3-6. In the absence of any purported good cause by Complainant to include
11 this fugitive briefing in his Motion, it is transparent that he is simply attempting to win another
12 opportunity to address more of CCEA's points raised prior to the Board's deliberations on
13 Respondents' Motions to Dismiss on September 22, 2026. CCEA acknowledges Complainant's
14 pro se status, but this is no excuse for filing fugitive motions, briefings, and exhibits where the
15 Association's substantial rights would be prejudiced by this.

16 Neither NRS 288 nor NAC 288 envision supplements to an Opposition to a Motion.
17 Indeed, NAC 288.240, with its explicit outlining of the briefing procedure for when a party to a
18 proceeding files a motion, is fundamentally incompatible with the type of additional pleading
19 proffered by Complainant. Complainant's reference to the liberal pleading standard under NAC
20 288.235 generally applies to cases where the moving party wants to issue minor corrections,
21 amend pleadings, or cure crucial omissions, *see, Jahn v. Las Vegas Metro. Police Managers and*
22 *Supervisors Ass'n.*, Case No. A1-046059, Item No. 782 (2012) (Board reconsidered its prior
23 dismissal of complaint after complainant submitted an opposition to respondent's motion to
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1 dismiss after his filing deadline because its substantial rights had not been affected); *AFSCME*,
2 *Local 4041 v. Dept. of Corrections, High Desert State Prison, et. al.*, Case No. 2020-002, Item
3 No. 862-A (September 23, 2020) (Denying respondent's motion to dismiss alleging that the
4 complainant's complaint brought action under the wrong section of NRS 288, indicating that the
5 defect did not affect the substantial rights of respondent), not where, as here, the Complainant,
6 after the Board has already been fully briefed on a Motion and having examined CCEA's Reply
7 in Support of its Motion to Dismiss, seeks to tack on to his original argument and further address
8 additional arguments made by the Respondents. Complainant, under the guise of
9 "supplementing" his Opposition to CCEA's Motion, is attempting to subvert the established
10 motion briefing order established by NAC 288.240 to further argue his position in prejudice to
11 CCEA's substantial rights in defending against his Complaint.
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14 Although, Complainant's fugitive briefings and documents do not amount to probable
15 cause of a breach of the duty of fair representation on the part of CCEA, he will enjoy the
16 unusual advantage of responding to the points raised in CCEA's Reply in Support of its Motion
17 to Dismiss, along with the advantage of having the last word prior to this Board's deliberations
18 on CCEA's Motion to Dismiss. Such an advantage is neither contemplated, nor sanctioned by
19 NRS 288. This Board has in the past removed fugitive, prejudicial documents not sanctioned by
20 Board regulations. *See, Taylor v. Clark Cnty. Educ. Ass'n, et. al.*, Case No. A1-045904, Item
21 No. 657 (2007) ("Taylor's document ("Reply to Opposition to Motion to Dismiss") is a fugitive
22 document and is not allowed pursuant to this Board's statutes and regulations."). *See also*,
23 *Vaughn v. Jcord, LLC*, 2023 Nev. Dist. LEXIS 725 (8th Jud. Dist. of Nev. 2023) (Striking
24 petitioner's supplement to their Opposition to a Motion to Dismiss a Petition for Judicial Review
25 filed after the respondents filed their Reply in Support of its Motion to Dismiss because "There is
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1 no legal authority for this pleading as all briefing concluded when the Reply brief was filed by
2 the moving parties.”); *Walker v. Phazzer, LLC*, 2023 Nev. Dist. LEXIS 296 (2nd. Jud. Dist. of
3 Nev. 2023) (“Plaintiff fails to cite any legal authority permitting a ‘motion for leave.’ Without a
4 basis in law or fact, the Motion for Leave is a fugitive pleading.”) This Board should not indulge
5 Complainant by allowing him to file repetitive, irrelevant additional briefing and exhibits after it
6 has been fully briefed on a Motion to give him an undue opportunity to make extra arguments in
7 advance of its deliberations on CCEA’s Motion to Dismiss. This Board should therefore deny
8 Complainant’s Motion in its entirety. At a minimum, the Board should strike from the record any
9 portion of Complainant’s Motion which does not strive to cure an “omission,” as he claims, but
10 simply either adds more briefing on his Opposition to CCEA’s Motion to Dismiss, or responds to
11 points made and/or evidence offered in CCEA’s Reply in Support of its Motion to Dismiss.
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14 **C. Complainant’s Fugitive Documents Fail to Establish Probable Cause of a**
15 **Violation of NRS 288 by CCEA.**

16 Even if this Board were to accept all or part of Complainant’s fugitive briefings and
17 exhibits, it should accord little, if any, weight to such evidence. Complainant continues to
18 confuse the issues to this Board by framing this case as one hinging on his duties as a centrally-
19 based APE teacher. In reality, the meritless nature of this case turns on what CCEA and CCSD
20 have agreed to surrounding which employees are eligible for the extra compensation under
21 Article 26-19, an agreement upheld repeatedly by both parties to the CBA.
22

23 **1. Complainant’s “new evidence” fails to establish probable cause.**

24 **i. Complainant’s Declaration and hearsay statements from CCSD employees.**

25 Complainant cites an alleged July 20, 2026 email to Ms. Lasike and subsequent alleged
26 verbal hearsay conversation with her on August 7, 2026 to support his contentions that centrally-
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1 based APE employees have similar job duties to those who are school-based. Mot. pp. 2-3, 9-10.
2 Complainant notably does not attach an actual email to Ms. Lasike, merely providing supposed
3 quotations from this alleged communication. *Id.* at p. 9: 21-25. He does not disclose either the
4 context in which he would have sent this alleged email to Ms. Lasike, nor in which he was
5 requesting a “brief email response or a signed affidavit,” such as whether he informed her that
6 any statement from her would be used by him in furtherance of an ongoing legal proceeding
7 against her employer, CCSD. Complainant in his Motion also makes bold assumptions that he
8 was entitled to a written statement from Ms. Lasike, an employee of an adverse party to a live
9 legal proceeding, to be used against that party. He cites no legal authority for which he would
10 have been entitled to any sort of written statement from her or any other official and/or employee
11 from CCSD at this stage of the proceedings, nor how CCEA would have somehow “actively
12 suppressed” witness statements that it was wholly unaware he was soliciting until he filed his
13 Motion. Complainant is also scant on details as to how this alleged conversation with Ms. Lasike
14 would have been initiated, including who approached who, the context in which this supposed
15 meeting was held, and what was specifically stated by her during said conversation.

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19 Paragraph 6 of Complainant’s Declaration consists of double hearsay in which he states
20 that Ms. Lasike stated that different CCSD officials made the statements and actions he alleges.
21 *Id.* at p. 10: 5-21. Complainant in his Declaration makes broad, sweeping statements concerning
22 the similarities between centrally-based and school-based APE employees, while not including
23 much detail pertaining to the specifics of what Ms. Lasike allegedly told him pertaining to her
24 and her department’s supposed conversations with CCSD’s Employee Management Relations
25 department, which is remarkable for this conversation having apparently occurred just four days
26 prior to the filing of his Motion. The alleged, vague hearsay statements Complainant makes
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1 throughout his Declaration, possibly obtained under dubious circumstances, should accordingly
2 be granted no weight by this Board.

3 The unclear circumstances in which Complainant sought after and obtained these
4 alleged statements aside, the content of these statements in his Declaration, even if taken as true,
5 do nothing to move the needle in his favor. Complainant wants this case to be about his job
6 duties, and for this Board to act as the arbiter for determining whether or not the distinction
7 between centrally-based and school-based APE employees is a "correct" one. Such a
8 determination falls well outside this Board's jurisdiction, where its task is to "hear and determine
9 any complaint arising out of the interpretation of, or performance under, the provisions of" NRS
10 288. NRS 288.110(2). This Board must not lose sight of what this case actually consists of: a
11 situation where both the employer and the exclusive bargaining agent agree on an interpretation
12 and implementation of an existing contract provision, and based on this agreement, the union has
13 declined to process an individual employee's frivolous grievance to arbitration. The Board does
14 not exist to determine whether or not it was "correct" for CCEA to agree to this interpretation,
15 but whether it made a "rational" decision in making the actions it did. *Bache v. American Tel. &*
16 *Tel.*, 840 F.2d 283, 290 (5th Cir. 1988). Complainant makes no effort to explain how Ms. Lasike,
17 Monica Talbot, Stacey Sly, or any unnamed individual within his "department leadership" would
18 have been involved with the negotiations between CCEA and CCSD pertaining to which
19 employees would qualify for the extra compensation under AB 398 or Article 26-19. These
20 individuals may potentially have an understanding of the duties performed by centrally-based
21 and school-based APE employees, but they almost certainly possess no understanding of the
22 funding requirements of AB 398, the negotiation history of Article 26-19, or the agreement
23 between the two parties to the CBA pertaining to which employees are eligible for the extra
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1 compensation pursuant to both authorities. Meanwhile, the two foremost authorities on the
2 negotiated intent of Article 26-19 *both indicate that the shared meaning and intent between the*
3 *parties as to this Article is that centrally-based employees are not eligible for this compensation.*
4 *See, Exhibit A of CCEA's Motion to Dismiss; Exhibit A of CCEA's Reply in Support of its*
5 *Motion to Dismiss; Exhibit A of CCSD's Reply in Support of its Motion to Dismiss. The vague*
6 *existence of similarities in job duties between centrally-based and school-based APE employees*
7 *does not suddenly make CCEA's thoroughly-explained actions in agreeing with CCSD that one*
8 *of these groups is eligible for the compensation, while another is not, "wholly irrational,"*
9 *especially when this Board properly analyzes CCEA's actions in the broader context of a*
10 *legislative session characterized by reduced funding, and subsequent negotiations with CCSD*
11 *informed by a need for the District to follow each of the legislature's funding requirements,*
12 *memorialized within a Bill prioritizing the continued recruitment and retention of teachers "at*
13 *Title I schools" where funding for education is the most critical. Ex. A of CCEA's Motion to*
14 *Dismiss; Exs. A and B of CCEA's Reply in Support of its Motion to Dismiss. CCEA and CCSD,*
15 *based on their shared understanding of the meaning and intent behind both AB 398 and its policy*
16 *mission of incentivizing recruitment and retention of teachers "at Title I schools," along with the*
17 *shared meaning and intent of Article 26-19 in effectuating this purpose, determined that both the*
18 *CBA and the Bill's purposes would be fulfilled in determining that school-based APE employees*
19 *are eligible for the differential pay, while the CBA and Bill's purposes would conversely not be*
20 *realized in determining that centrally-based APE employees are eligible.*

21 CCEA does not need to produce an "MOU, side letter, or bargaining note" to demonstrate
22 the parties' shared understanding of the meaning and intent of an already-negotiated and validly
23 ratified contract provision, and Complainant has produced no case law or other legal authority
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1 imposing such an obligation or burden of proof upon the Association. CCEA and CCSD are
2 under no need to produce or negotiate any sort of MOU or side letter to Article 26-19 where they
3 already are in agreement on the interpretation and application of this Article. CCEA and CCSD
4 agreed at the outset of negotiations that the funding yielded by the Legislature under AB 398 was
5 required to be used for positions at the District that were “hard-to-fill,” specifically, “teacher
6 positions *at a Title I school*,” and never agreed nor contemplated that this funding in the form of
7 differential compensation would be used by those positions owned by CCSD’s central office.
8 *See*, Exs. A and B of CCEA’s Motion to Dismiss; Exs. A and B of CCEA’s Reply in Support of
9 its Motion to Dismiss; Ex. A of CCSD’s Reply in Support of its Motion to Dismiss. CCEA and
10 CCSD then applied this Article consistently with this shared understanding and mutually
11 determined that centrally-based APE employees were ineligible for this extra pay because their
12 positions are not based “*at a Title I school*,” a requirement already articulated within the
13 language of Article 26-19. *Id.*; *see also*, Exhibit C of CCEA’s Motion to Dismiss. Complainant
14 may disagree with this shared meaning and intent held by CCEA and CCSD because he thinks
15 his job duties are similar to those of school-based APE employees, and that therefore, his self-
16 serving, singular interpretation of Article 26-19 is the “correct” one. However, his misguided
17 belief that his interpretation is the “correct” one does not comport with well-established doctrine
18 enumerated by CCEA earlier in these proceedings in attempting to establish that CCEA’s
19 interpretation was “irrational” or outside a “*wide range of reasonableness*.” *Marquez v.*
20 *Screenactors Guild, Inc.*, 525 U.S. 33, 45 (1998).
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25 It is also unclear in Complainant’s Motion proper or in his Declaration whether he asked
26 Ms. Lasike in this purported July 20 email and/or alleged August 7 conversation if he, as a
27 centrally-based APE employee, can have his school site assignments, whether they be Title I or
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1 non Title I, changed at any point in time, including during the school year. He most likely did
2 not, as if he did, she probably would have disclosed that centrally-based APE employees do not
3 have a primary school, and in fact, their assignments can change at any time. *See*, Ex. B of
4 CCEA's Reply in Support of its Motion to Dismiss; Ex. A of CCSD's Reply in Support of its
5 Motion to Dismiss. Regardless of whether or not school-based and centrally-based APE
6 employees both provide service to multiple schools, Complainant indeed does not and cannot
7 dispute the fact that a Title I school-based APE employee has a permanent right to their position
8 at that Title I school, while himself and other centrally-based employees have no such right. *Id.*
9 To CCEA and CCSD, this was crucial for determining which employees were eligible for this
10 earmarked differential compensation under the parameters of both AB 398 and Article 26-19. *Id.*
11 To CCEA and CCSD, an employee cannot be deemed "in" or "at a Title I school" pursuant to
12 either the Bill or the CBA if they can be shuffled from school to school, Title I or non-Title I,
13 without this home-school designation, a designation that was held by about 24 out of the 75 APE
14 employees at the District during the 2025-2026 licensed employee contract year. *See*, CCEA-
15 CCSD Joint Spreadsheet Listing all Adaptive Physical Education Employees Whom CCEA and
16 CCSD Determined Did Not Qualify For the Extra Compensation Under Article 26-19, attached
17 hereto as Exhibit B.¹

21 Furthermore, aside from no centrally-based APE employee receiving the extra
22 compensation, *employees whose primary/home school was to a non Title I school also did not*
23 *receive this money.* Of the 24 school-based APE employees contracted during the 2025-2026
24 contract year, 9 of them did not receive the extra compensation because of their position being
25 based at a school which *did not have a Title I designation.* *Id.* So, these negotiated terms

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28 ¹ The names of these employees not already mentioned by or otherwise included in Complainant's Exhibits have been redacted to preserve their privacy.

1 reflected in Article 26-19 is by no means an arbitrary farce. Rather, it is indicative of what
2 CCEA and CCSD have been explaining to this Board repeatedly; that the differential
3 compensation is reserved for teaching positions housed/owned by Title I schools for which AB
4 398 was specifically prescribed to fund, and if an employee's position is not housed by a Title I
5 school site, they will be ineligible for the money. Under no circumstances can this agreement be
6 deemed arbitrary or otherwise "wholly irrational" in this context.
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8 Complainant does not take this extra, unusual opportunity to respond to the arguments
9 CCEA has made in its Reply to address this inconvenient distinction. This is no omission, as he,
10 again, is aware that he does not have a home-school designation at a Title I site, and by his own
11 words, has been attempting to obtain one in order to be eligible for this compensation. *See*,
12 Exhibit E of CCEA's Motion to Dismiss. Such admissions prior to the filing of his Complaint,
13 paired with the omissions in his Motion, loudly tell this Board that: 1) he is aware of the
14 distinction CCSD has made between centrally-based and school-based APE employees; and 2)
15 that such a mutual agreement indeed exists between the two parties to the CBA.
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18 **ii. Complainant's unfounded accusations of discrimination.**

19 Complainant refers to the agreement between CCEA and CCSD that centrally-based
20 employees were not eligible for differential compensation funded entirely by a legislative
21 funding bill specifically prescribing funding for employees in "*hard-to-fill positions*" "*at a Title I*
22 *school*" as a "pretext for discriminatory treatment." Mot. p. 4: 25-27. Yet, he has offered no
23 substantive proof of this, while CCEA has offered substantial evidence that this agreement was
24 applied uniformly based on this distinction, and that no centrally-based APE employees received
25 the extra compensation under Article 26-19. *See*, Exs. A and B of CCEA's Reply in Support of
26 its Motion to Dismiss; Ex. A of CCSD's Reply in Support of its Motion to Dismiss. CCEA has
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1 acted in conformity with this negotiated understanding not just to Complainant, but to each and
2 every centrally-based APE employee in its bargaining unit. Undisputedly, no grievances have
3 been filed by CCEA insisting that a centrally-based APE employee, or any centrally-based
4 employee for that matter, is entitled to receive this compensation. CCEA Reply in Support of
5 Mot. to Dismiss p. 20: 22-24. Out of a total of about 75 APE employees at CCSD, 51 of them
6 were centrally-based during the 2025-2026 contract year. *None of these 51 centrally-based APE*
7 *employees received the extra compensation for the 2025-2026 contract year.* Ex. B. CCEA's
8 same Exhibit B attached to this Opposition lists "196 AUXILIARY INSTRUCTIONAL SVCS,"
9 the code for CCSD's central office for Adaptive PE employees, to denote each of the centrally-
10 based employees in question who did not qualify for the compensation under Article 26-19. *Id.*
11 Complainant in his Motion names two more employees, Cindy White and Tracey Herstam, who
12 received the funding, because they are, by **his own admission**, school-based APE employees.
13 Mot. p. 5: 5-6. Tracey Herstam is a school-based APE teacher at George E. Harris Elementary
14 School, which is a Title I site. *See*, Comparator Information of Tracey Herstam and Cindy White,
15 attached hereto as Exhibit C.² Conjunctively, Cindy White is a school-based APE teacher at
16 Lewis Rowe Elementary School, another Title I school. *Id.* No other centrally-based APE
17 employee, including Complainant, are similarly situated to White and Herstam, two school-based
18 APE employees whose primary school assignments are to Title I schools. Thus, Complainant, in
19 offering this "supplementary evidence," has demonstrated nothing aside from the fact that: 1)
20 The distinction between centrally-based and school-based employees is real and undisputed by
21 Complainant; 2) That the parties agree that no centrally-based APE employee received this
22 compensation and so he could not have been singled out or discriminated against by CCEA in its
23 bargaining or decision to not process his meritless grievance; and 3) he dislikes this distinction.

² Any sensitive information from these employees have been redacted on this Exhibit to preserve their privacy.

1 Unfortunately for Complainant, his dissatisfaction with his assignment as a centrally-
2 based APE employee, the same classification as roughly 50 of his coworkers who also did not
3 receive the compensation, does not establish probable cause that CCEA violated its duty of fair
4 representation. Complainant has, again, proffered no statutes, case law, or other legal authority
5 indicating or even suggesting that centrally-based versus school-based assignment is an
6 impermissible distinction for CCEA and CCSD to make when negotiating who is eligible for the
7 benefit of a bargain, especially when that bargain is made pursuant to specific, narrowly-tailored
8 funding requirements imposed by the State Legislature. The record instead demonstrates that,
9 regardless of there existing some similarities between centrally-based and school-based APE
10 employees, CCEA and CCSD arrived at a mutual agreement and understanding that because
11 centrally-based employees are not "*at a Title I school*," as mandated by AB 398's funding
12 parameters and the negotiated parameters of Article 26-19, they are not qualified for the extra
13 compensation, and that CCEA, acting in accordance with this negotiated intent, declined to
14 process his grievance to arbitration, as it would have for any centrally-based employee under this
15 same agreement with CCSD. *See*, Exs. B and C of CCEA's Motion to Dismiss. Such a decision,
16 as CCEA has demonstrated throughout this case, was based on legitimate union objectives in
17 both following the meaning and intent of a prescriptive funding bill, and in following the
18 negotiated intent of a contract provision with the employer.
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22 **iii. Exhibit A of Complainant's Motion.**

23 Exhibit A of Complainant's Motion, a purported CCSD Staff Handbook for the 2026-
24 2027 school year, represents yet another attempt by him to muddy the waters of this case. Firstly,
25 the basis of the facts constituting Complainant's Complaint pertain to his lack of eligibility for
26 the incentive payment under Article 26-19 for the **2025-2026 school year**, in addition to CCEA's
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1 decision to not pursue what it sincerely and rationally believes to be a meritless grievance
2 challenging his denial of the extra pay for the **2025-2026 school year**. *See*, Complaint. Both AB
3 398 and Article 26-19 make it clear that an employee's eligibility for the 2025-2026 school year
4 does not affect their eligibility for the compensation for the 2026-2027 school year, and vice
5 versa. The legislature appropriated separate funding for fiscal years 2025-2026 and 2026-2027
6 within the Bill, per Section 8.5(1), and each public school district in the State, for each fiscal
7 year, must report the total amount of money being requested pursuant to each appropriation, and
8 the total number of "hard-to-fill positions" *in their schools* for which the district intends to
9 provide with the funding they would be receiving. *See*, Ex. B of CCEA's Motion to Dismiss at
10 pp. 11-12. Meanwhile, Article 26-19 of the CBA distinguishes between employees eligible for
11 the 2025-2026 school year, and those eligible in 2026-2027, by enumerating in Article 26-19-1
12 that eligibility for employees at Title I schools is determined by the vacancy rates existing at
13 these particular school sites as of March 31, 2025 for 2025-2026, and the vacancy rates existing
14 at these particular school sites as of March 31, 2026, for 2026-2027. *See*, Ex. C of CCEA's
15 Motion to Dismiss. Article 26-19-5 additionally requires that an employee, "*To continue*
16 *receiving this additional compensation, ...must either remain at the eligible school or transfer to*
17 *another school that also meets the requirements above.*" *Id.* This purported staff handbook from
18 2026-2027 accordingly bears no weight whatsoever on Complainant's argued eligibility for the
19 extra compensation for the **2025-2026 school year** which form the basis of his Complaint.

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24 Second, CCEA does not publish any sort of handbook for APE employees, nor does it
25 provide any input on the content of these purported handbooks; this falls under the purview of
26 CCSD as the employer tasked with formulating these employees' job duties. Complainant is
27 stretching incredibly far by indicating that a claimed staff handbook from a different school year
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1 had any sort of bearing on CCEA and CCSD's negotiations pertaining to the eligibility, or lack
2 thereof, of certain employees for the extra compensation, particularly those who are centrally-
3 based, not to mention in implying that this document somehow undermines or otherwise makes
4 false the established negotiated understanding between the Association and District that
5 centrally-based APE employees are ineligible for said compensation. He does not allege any
6 facts suggesting that any individual and/or CCSD or CCEA official with personal knowledge of
7 the parties' negotiations of Article 26-19 composed or was involved with drafting this document.
8 He alleges no facts suggesting that CCEA, throughout its negotiations of Article 26-19, in
9 agreeing with CCSD on the eligibility of certain District positions for the extra pay, was
10 informed by this or any other purported staff handbook in making such an agreement.
11

12
13 Instead, CCEA, as it has extensively detailed, was informed by the meaning and intent of
14 AB 398, a bill which provided targeted funding with an express mandate for school districts to
15 only apply this money for "hard-to-fill positions," and the significantly smaller pool of money
16 during negotiations for the 2025-2027 CBA that required the prioritization of obtaining increased
17 funding for positions "*at Title I schools*" with the highest vacancy rates. *See*, Ex. A of CCEA's
18 Motion to Dismiss; Exs. A and B of CCEA's Reply in Support of its Motion to Dismiss. CCEA
19 and CCSD both interpreted AB 398 as requiring the District to only provide this earmarked
20 funding for employees in "hard-to-fill positions," and to the two parties, this reasonably meant
21 that only employees "*at Title I schools*" would be eligible for this money. *Id.*; *See also*, Ex. A of
22 CCSD's Reply in Support of its Motion to Dismiss. Based on this shared understanding, and the
23 language of Article 26-19 qualifying eligibility for this pay to employees "*at a Title I school*,"
24 the parties understood that centrally-based APE employees who, while they do service multiple
25 schools, can have their assignments change at any time throughout the school year, and so they
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1 are not based *at a Title I school* for which this compensation was both earmarked by the state
2 legislature and negotiated by CCEA and CCSD to be reserved for. CCEA Mot. Ex. A; CCEA
3 Reply Exs. A and B; *See also*, CCSD Reply in Support of Motion to Dismiss at p. 6: 3-5.
4 Complainant has proffered no evidence that CCEA, through either making this agreement with
5 CCSD, or, based on this agreement, declining to process his grievance to arbitration for which it
6 legitimately and truthfully believes lacks merit, was motivated by any rationale other than the
7 legitimate union-related objectives in both following the legislature's intent and upholding its
8 negotiations with CCSD.
9

10 Complainant attempts to proffer Exhibit A in his Motion to highlight similarities between
11 centrally-based and Title I school-based APE employees. CCEA has never stated that there are
12 no similarities between these two classes, including travel between multiple sites. What both the
13 Association and CCSD have repeatedly pointed out is that the differences between these
14 employees, including in who evaluates and supervises the employee, and, most importantly, the
15 permanency of employees within these Title I schools, all undisputed by Complainant, helped
16 inform the parties' mutual understanding and interpretation of Article 26-19 that centrally-based
17 employees did not meet the criteria to receive the funding. *See*, Ex. B of CCEA's Reply in
18 Support of its Motion to Dismiss; Ex. A of CCSD's Reply in Support of its Motion to Dismiss.
19 Complainant appears to be confusing "itinerant employees" (providing services at multiple
20 school sites) with the employees' primary school assignment, if any, where these two are not the
21 same. An APE employee whose primary school assignment is to a Title I school, barring the
22 application of any negotiated transfer procedures, does not change. *Id.* On the other hand, a
23 centrally-based APE employee has no primary school assignment, and their school assignments,
24 as acknowledged by Complainant, *can change at any time. Id.*; Ex. C of CCEA's Reply in
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1 Support of its Motion to Dismiss. The parties interpret both the CBA and the funding parameters
2 of AB 398 to be reserved for employees “*at Title I schools.*” School-based APE employees, with
3 a permanent right to their position, are evaluated and supervised by their primary/home school’s
4 principal, because they are employees *at a Title I school*. Ex. B of CCEA’s Reply in Support of
5 its Motion to Dismiss; Ex. A of CCSD’s Reply in Support of its Motion to Dismiss. Centrally-
6 based APE employees, to Complainant’s own admission, are evaluated and supervised by
7 CCSD’s central office. *Id.*; Mot. at p. 4: 5-8. This is not a matter of meaningless administrative
8 coding, as Complainant contends. Rather, it conclusively demonstrates that these are *not*
9 *employees at Title I schools*, in positions owned by the specific Title I site.
10

11 Complainant’s same Exhibit A in his Motion counterintuitively indicates that this
12 distinction between centrally-based and school-based APE employees not only exists, but further
13 illustrates an important distinction as to these employees’ school assignments, and therefore, to
14 their eligibility for the extra compensation under Article 26-19. In this purported handbook, APE
15 employees are directed to report absences to their “Supervising administrator *at Seigle Office or*
16 *home school.*” Mot. Exhibit A. Complainant attempts to brush this distinction aside as
17 insubstantial, but it is actually quite substantial when considered in conjunction with Article 26-
18 19’s eligibility requirements. School-based APE employees are to report their absences to their
19 primary/home school’s principal, while centrally-based employees report their absences to their
20 supervising administrator at CCSD’s central (Seigle) office. *Id.* So, Complainant, as a centrally-
21 based APE employee, must report any of his absences to the central office; he cannot simply
22 notify the admin at, for example, Harriet Treem Elementary School, that he will be calling out
23 for a given day. This is because, unlike other employees assigned specifically to Treem
24 Elementary, he is *not permanently assigned* to the site. To Complainant’s knowledge, his
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1 assignment to Treem Elementary can be removed at will by his supervisor at the CCSD central
2 office and replaced with another school on his schedule which may or may not be Title I. Since
3 Complainant, as a centrally-based employee, does not have a primary school, he *cannot* report
4 his absences to administration at Treem Elementary or to administration at any other Title I
5 school he may provide auxiliary services to at any given point in time, because his position *does*
6 *not belong to that school*. As both CCEA and CCSD have explained repeatedly, the differential
7 compensation he is insisting payment of is dependent on both the legislature's intent reflected in
8 AB 398 and the negotiated intent of Article 26-19, which is to provide extra recruitment and
9 retention incentive payments to employees in positions *who specifically belong to Title I school*
10 *sites*. As a result, this very Exhibit that Complainant thinks assists him in the prosecution of his
11 Complaint merely reflects the core flaw in his argument for his eligibility for the extra pay: he is
12 fundamentally not a teacher *at a Title I school*.
13
14

15 Complainant has not indicated whether or not this purported staff handbook is intended to
16 be a comprehensive listing of job duties for all APE employees, or a mere summary of some key
17 functions. He also does not allege that this purported handbook is intended to delineate every
18 single difference between centrally-based and school-based APE employees. Again, CCEA is
19 unaware of which individual(s) would have created this purported staff handbook, but
20 Complainant has alleged no facts which suggest that these particular people would have had
21 direct knowledge of the negotiations between CCEA and CCSD pertaining to employee
22 eligibility for the extra compensation under Article 26-19. This purported handbook also makes
23 no mention of Article 26-19, or employee eligibility for this extra compensation. Indeed, CCEA
24 and CCSD never referred to this purported handbook or any other staff handbooks when
25 negotiating and implementing Article 26-19, referring instead to the language and intent of AB
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1 398 and the shared meaning and intent to prioritize extra funding for teachers specifically at Title
2 I schools. Again, Complainant is well aware of this distinction, as evident by his self-asserted
3 repeated attempts to obtain a home-school designation. *See*, Ex. E of CCEA's Motion to
4 Dismiss; Ex. C of CCEA's Reply in Support of its Motion to Dismiss. If this distinction were as
5 meaningless as Complainant argues, he would not have been repeatedly attempting to get the
6 District to provide him with such a designation. Again, he knows this is a distinction and is not
7 pretextual and/or made up by CCEA and CCSD, he just does not like that this is an existing
8 distinction that the Association and District agreed would be a determinant of employee
9 eligibility for this extra compensation. His distaste for these negotiated parameters, or the way
10 Article 26-19 was written, does not come close to amounting to probable cause of any arbitrary,
11 discriminatory, or bad faith conduct on the part of CCEA.
12
13

14 **iv. Exhibit B of Complainant's Motion.**

15 Complainant additionally proffers as Exhibit B to his Motion what he deems to be a copy
16 of an APE team assignment schedule. Again, this Complaint alleges that Complainant was
17 improperly denied the extra compensation under Article 26-19 during the 2025-2026 school
18 year. Comp. This sheet does not indicate what year this schedule is from, nor whether this is a
19 final, current schedule for the listed employees. Mot. Exhibit B. So, it is unclear how such an
20 Exhibit would undermine CCEA and CCSD's mutual agreement and understanding surrounding
21 Article 26-19 and who is eligible for the extra compensation. Complainant is once again
22 attempting to conflate itinerant APE employees with those who are centrally-based. An
23 employee's service of multiple schools on an itinerant basis has nothing to do with the
24 distinction between APE employees with a primary/home school designation, particularly at a
25 Title I school, and those who are centrally-based with no primary/home school designation.
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1 Indeed, this very same Exhibit proffered by Complainant contains a column denoting the
2 employee's "Home School," of which his is being listed as "Seigle APE," indicating that he is
3 centrally-based. Mot. Ex. B. So rather than prove the alleged falsehood or pretextual nature of
4 CCEA and CCSD's mutual agreement that centrally-based employees are not eligible to receive
5 the extra compensation since they do not belong to a Title I school site, this Exhibit, like his
6 Exhibit A of his Motion, further demonstrates that this distinction is real between the two classes
7 of employees. Regardless of the similarities between these two classes of employees, CCEA
8 rationally determined in conjunction with CCSD during negotiations and implementation of
9 Article 26-19 that specific assignment within a Title I school site was not only within the scope
10 of positions prioritized by the parties as in need of extra funding, but mandated by both the
11 language of the CBA and the legislative intent of AB 398. This was a decision based on
12 legitimate union objectives Complainant cannot credibly characterize as "so far outside a wide
13 range of reasonableness" for CCEA to agree to, *Marquez*, 525 U.S. at 45, nor that this falls
14 outside the Association's broad discretion in bargaining for and implementing a CBA provision
15 concerning a mandatory bargaining subject. *Richards v. Police Managers and Supervisors Ass'n.*,
16 Case No. A1-046094, Item No. 788 (2013) ("Based upon Richards' own allegations it appears
17 that in this scenario LVPMSA and the Department did precisely what the Act envisions- they
18 negotiated to an agreement over merit pay increases."); citing *Las Vegas Police Protective*
19 *Ass'n., Metro, Inc. v. City of Las Vegas*, Case No. A1-045461, Item No. 248 (1990).

20
21 In the absence of proof of arbitrary conduct on the part of CCEA in coming to this
22 agreement with CCSD, Complainant, who again alleged no facts amounting to discrimination on
23 the part of the Association in his Complaint, or in any of his briefings, nor did he allege that
24 CCEA through its actions singled him out in particular based on any sort of protected category
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1 under NRS 288 or otherwise under the law, has demonstrated zero probable cause of
2 discriminatory conduct on the part of the Association, and Exhibit B of his Motion does not
3 change this. In fact, this same chart helps confirm what CCEA and CCSD have been stating
4 multiple times: that *no centrally-based APE employee received this extra compensation*. Ex. B;
5 *See also*, Exs. A and B of CCEA's Reply in Support of its Motion to Dismiss; Ex. A of CCSD's
6 Reply in Support of its Motion to Dismiss. In addition to Complainant, the other centrally-based
7 APE employees named in this chart, including Stefan Berg, Michelle Gondini, Keola (William)
8 Soon, Jennifer Powell, and Shelby Walker, did not receive this extra compensation. *Id.*; Mot. Ex.
9 B. Tracey Herstam and Cindy White on the other hand, are two school-based APE employees
10 whose positions belong specifically to Harris Elementary and Rowe Elementary, respectively,
11 two Title I school sites. Ex. C; Mot. Ex. B.

14 Complainant has still offered zero legal authority for why this is an impermissible
15 distinction for CCEA and CCSD to make when determining who is eligible to receive the benefit
16 of the bargain, where it is clear that the motives of the parties in making this distinction was not
17 arbitrary or discriminatory, but rather to follow the meaning and intent of both AB 398 and the
18 parties' negotiations intended to prioritize the retention and recruitment of teaching positions "*at*
19 *Title I schools*," the type of schools determined by the State Legislature, CCEA, and CCSD to
20 have student populations of the highest needs. *See*, Ex. A of CCEA's Motion to Dismiss; Ex. B
21 of CCEA's Reply in Support of its Motion to Dismiss. Indeed, as CCEA has stated in its in prior
22 briefing and exhibits, *no centrally-based positions* were used by CCSD in reporting to the
23 Nevada Department of Education and the Legislature's Interim Finance Committee, as required
24 by AB 398, the "total number of "hard-to-fill positions in public schools in the school district for
25 which the school district intends to provide additional compensation using money appropriated
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1 by subsection 1.” See, Exs. A and B of CCEA’s Motion to Dismiss. Thus, Exhibit B of
2 Complainant’s Motion fails to establish probable cause of discriminatory conduct or otherwise a
3 violation of the Association’s duty of fair representation.

4 **v. Complainant’s Responses to Brenda Pearson’s Affidavit.**

5
6 Complainant’s fugitive briefing in response to Dr. Brenda Pearson’s Affidavit misses
7 entirely the substance of her statement. Dr. Pearson never stated that centrally-based APE
8 employees perform “administrative desk work,” Mot. p. 5: 12-14, rather, she provided context on
9 the negotiations between CCEA and CCSD of Article 26-19, noted differences between those
10 employees who were centrally-based as opposed to school-based, and re-emphasized that the
11 Association and District **agreed** that centrally-based APE employees were neither eligible for the
12 extra compensation under the Article, nor did they ever envision eligibility for such employees.
13 Ex. B of CCEA’s Reply in Support of its Motion to Dismiss. She never indicated that there were
14 no similarities between the two positions, or that school-based APE employees “remain in a
15 single classroom all day with a static population.” Mot. p. 5: 3-4. Regardless of how many other
16 sites a given centrally-based or school-based APE employee provides services to, or whether
17 they operate on an “itinerant model,” the key differences between school-based and centrally-
18 based APE employees, as indicated in Dr. Pearson’s Affidavit, emphasize why centrally-based
19 APE employees’ positions *are not considered to be at Title I schools*, a requirement that, again,
20 CCEA, CCSD, and the Legislature have all agreed is a mandatory condition for an employee to
21 receive the extra compensation. Dr. Pearson indicated that this condition informed CCEA and
22 CCSD’s negotiations for Article 26-19, including that school-based employees report to and are
23 evaluated by their home school site’s principal, while centrally-based employees report to and
24 are evaluated by CCSD’s central office. CCEA Reply Ex. B.
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1 Yet again, in attacking what Dr. Pearson has pointed out in her Affidavit, Complainant
2 completely ignores the distinction she remunerated that is most destructive to his case: that the
3 primary school of a school-based APE employee does not change, while centrally-based APE
4 employees such as Complainant have no primary school and their assignments *can change at any*
5 *time*. Exs. A-C of CCEA's Reply in Support of its Motion to Dismiss; *see also*, Ex. E of CCEA's
6 Motion to Dismiss. He has requested CCSD to provide him with a home school designation
7 multiple times, and has contacted CCEA about getting his centrally-based designation changed.
8 *See*, Ex. E of CCEA's Motion to Dismiss; Ex. C of CCEA's Reply in Support of its Motion to
9 Dismiss. Complainant clearly wants the Board to ignore this distinction, but it should not, as
10 again, this difference demonstrates that centrally-based APE positions do not belong to a
11 particular Title I school site, but rather, to CCSD's central office, precluding centrally-based
12 employees like him from being considered teachers "*at a Title I school*," as mandated by both
13 AB 398 and Article 26-19. He knows the distinction between school-based and centrally-based
14 APE employees exists and has existed, he just does not like it. But the fact is that CCEA does not
15 make this distinction between centrally-based and school-based APE employees, nor does it have
16 legally binding authority to change these distinctions; these are CCSD work assignments made
17 pursuant to its purview as a local government employer under NRS 288.150(3)(a), which
18 provides that it is a management "right to hire, direct, assign or transfer an employee."

22 However, CCEA *is* empowered to, as the exclusive bargaining representative, bargain
23 with the District over "direct monetary compensation," and indeed did just that. NRS
24 288.150(2)(a); *see also*, *Richards*, EMRB No. 788. Complainant has submitted nothing in his
25 Motion indicating that CCEA and CCSD, like the union and employer in *Richards*, performed
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1 any action other than the making of a routine agreement pertaining to a mandatory subject of
2 bargaining, which falls well within the scope of the Association's duty of fair representation.

3 **2. The Undisputed Facts Necessitate Dismissal of Complainant's Complaint.**

4 Complainant's omissions and admissions speak far more volume about the meritless
5 nature of his Complaint than any of his proffered "supplementary evidence." He does not dispute
6 that CCSD possesses an established distinction between centrally-based and school-based APE
7 employees. Indeed, the Exhibits to his Motions specifically enumerate such distinct assignments.
8 He does not and cannot dispute that school-based APE positions belong to that particular school
9 site, and the primary/home school of a school-based APE employee does not change, while
10 centrally-based APE employees have no primary/home school and their assignments can change
11 at any time, meaning that their position does not belong to a given Title I school. His prior
12 communications with both CCEA and CCSD illustrate that he is aware of this distinction and has
13 indeed attempted repeatedly to obtain a primary/home school designation. CCEA Mot. Dismiss
14 Ex. E; CCSD Reply Ex. C. He does not and cannot dispute that both the language of AB 398 and
15 Article 26-19 require that an employee's position be "*at a Title I school*" to receive the funding.
16 Lastly, he is unable to credibly dispute that CCEA and CCSD, as the two parties to the CBA, are
17 in agreement that the negotiated meaning and intent behind the language of Article 26-19 is that
18 centrally-based APE employees are ineligible for this compensation because their positions are
19 not "*at a Title I school*," as explained in sworn affidavits from the chief negotiators of the current
20 CBA for both the Association and the District. CCEA Mot. Dismiss Ex. C; CCEA Reply Ex. A;
21 CCSD Reply Ex. A. What remains is Complainant's belief that this negotiation was incorrect or
22 otherwise could have been performed better based on what he perceives to be similarities
23 between him and Title I school-based APE employees. However, this Board knows that a
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1 Complainant's dissatisfaction with what the parties bargained for does not amount to probable
2 cause of a violation of the duty of fair representation. *See, Richards*, EMRB #788; *see also*,
3 Order granting CCEA's Motion to Dismiss, *Sarah Gazala v. Clark Cnty. Education Ass'n.*, et.
4 al., Case No. 2026-009, (July 20, 2026) (Modified on other grounds, August 14, 2026); *Clyde*
5 *Smith v. Clark Cnty. Education Ass'n.*, et. al., Case No. 2026-007 (CCEA's Motion to Dismiss
6 granted, Order pending). Accordingly, "no probable cause exists for the Complaint, as it lacks
7 sufficient factual allegations to raise a justiciable controversy," necessitating dismissal. *Gazala*,
8 Case No. 2026-009; citing *Richards*, EMRB #788.

10 **IV. CONCLUSION**

11
12 Given the above, this Board should deny Complainant's Motion for Leave in its entirety
13 and grant CCEA's Motion to Dismiss, with prejudice. In the event that this Board elects not to
14 deny Complainant's Motion in its entirety, it should strike from the record any information
15 within the Motion for which he has not demonstrated good cause for filing after the Board has
16 already been fully briefed for CCEA's Motion to Dismiss, or which would prejudice the
17 substantial rights of CCEA in defending against his Complaint.
18

19
20 **DATED this 26th day of August, 2026.**


Dante Dabaghian (NV Bar No. 16837)
General Counsel
Clark County Education Association
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ddabaghian@ccea-nv.org
Attorney for Respondent, CCEA

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

/s/ Dante Dabaghian

AN EMPLOYEE OF CCEA

EXHIBIT A

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

STATE OF NEVADA
GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

MICHAEL PAUL ENGLISH,
Complainant,

v.

CLARK COUNTY SCHOOL DISTRICT, a
Political Subdivision of the State of Nevada;
and CLARK COUNTY EDUCATION
ASSOCIATION, a Recognized Employee
Organization,

Respondents.

CASE NO.: 2026-012

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

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

I. INTRODUCTION

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

Dante Dabaghian

From: Crystal Pugh [Office of the General Counsel] <herrec4@nv.ccsd.net>
Sent: Friday, July 10, 2026 8:37 AM
To: Dante Dabaghian
Subject: Fwd: E-FILING #2 - EMRB 2026-012 - English v. CCSD, et al.
Attachments: Clark County School District's MTD Complaint.pdf; Clark County School District's Answer.pdf

Hi Dante-

Attached are a filing from yesterday.

Crystal Pugh
Head Labor Counsel
Office of the General Counsel
Clark County School District
5100 West Sahara Avenue
Las Vegas, Nevada 89146
Ph: (702) 799-5373
Fax: (702) 799-5505
Email: herrec4@nv.ccsd.net

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From: Kelly Valadez <Kelly.Valadez@emrb.nv.gov>
Date: Thu, Jul 9, 2026 at 5:11 PM
Subject: RE: E-FILING #2 - EMRB 2026-012 - English v. CCSD, et al.
To: Elsa Pena [Office of the General Counsel] <penaec@nv.ccsd.net>, Marisu Abellar <MAbellar@emrb.nv.gov>
CC: Michael.English1120@gmail.com <Michael.English1120@gmail.com>, Crystal Pugh [Office of the General Counsel] <herrec4@nv.ccsd.net>, Betty Foley [Office of the General Counsel] <foleybj@nv.ccsd.net>

Good afternoon,

For your records, attached are the file-stamped first pages of Clark County School District's Motion to Dismiss Complaint and Clark County School District's Answer in the matter of Case 2026-012.

Please let me know if you have any questions.

Thank you,

Kelly Valadez

Executive Assistant

Department of Business & Industry

Government Employee-Management Relations Board

Phone: (702) 486-4505

Kelly.Valadez@emrb.nv.gov

www.emrb.nv.gov



From: Elsa Pena [Office of the General Counsel] <penaec@nv.ccsd.net>

Sent: Thursday, July 9, 2026 1:35 PM

To: EMRB <emrb@emrb.nv.gov>; Marisu Abellar <MAbellar@emrb.nv.gov>

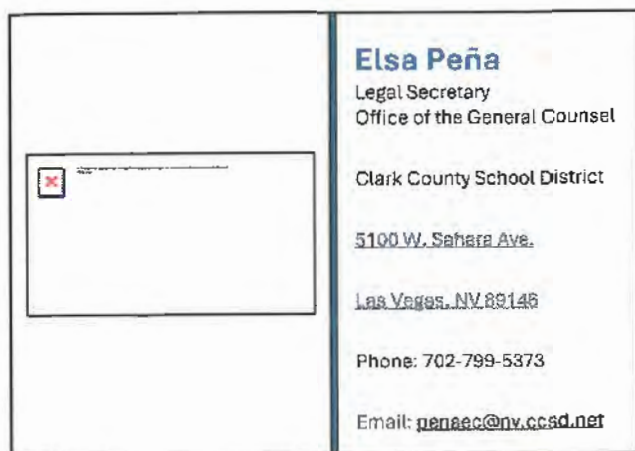
Cc: Kelly Valadez <Kelly.Valadez@emrb.nv.gov>; Michael.English1120@gmail.com; Crystal Pugh [Office of the General Counsel] <herrec4@nv.ccsd.net>; Betty Foley [Office of the General Counsel] <foleybj@nv.ccsd.net>

Subject: E-FILING #2 - EMRB 2026-012 - English v. CCSD, et al.

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Hello again,

Attached is CCSD's Answer for filing in the above-referenced matter. Thank you.



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Attorney for Respondent
Clark County Education Association

STATE OF NEVADA

GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

MICHAEL ENGLISH,
Complainant,

Case No.: 2026-012

v.

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

CLARK COUNTY EDUCATION
ASSOCIATION; CLARK COUNTY
SCHOOL DISTRICT,
Respondents

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

I. INTRODUCTION

There is no justiciable issue for this Board's consideration in Mr. English's Complaint. Complainant can proffer no evidence that CCEA breached its duty of fair representation ("DFR"). He is merely attempting to obtain from this Board a more favorable bargain that runs contrary to what was negotiated between CCEA and CCSD. He cannot refute that CCEA declined to process his grievance to arbitration based on a rational, good faith belief in his case

Dante Dabaghian

From: Kelly Valadez <Kelly.Valadez@emrb.nv.gov>
Sent: Tuesday, July 14, 2026 11:17 AM
To: Dante Dabaghian; Marisu Abellar
Cc: Michael.English1120@gmail.com
Subject: RE: #2026-012, English v. CCSD & CCEA; CCEA MTD With Exhibits
Attachments: CCEA's MTD with Exhibits A-M.pdf; CCEA's Answer.pdf

Good morning,

For your records, attached are the file-stamped first pages of Clark County Education Association's Motion to Dismiss with Exhibits and Clark County Education Association's Answer in the matter of Case 2026-012.

Please let me know if you have any questions.

Thank you,
Kelly Valadez
Executive Assistant
Department of Business & Industry
Government Employee-Management Relations Board
Phone: (702) 486-4505
Kelly.Valadez@emrb.nv.gov
www.emrb.nv.gov



From: Dante Dabaghian <ddabaghian@ccea-nv.org>
Sent: Tuesday, 14 July 2026 09:50:46
To: Marisu Abellar <MAbellar@emrb.nv.gov>; Kelly Valadez <Kelly.Valadez@emrb.nv.gov>
Cc: Michael English <michael.english1120@gmail.com>
Subject: #2026-012, English v. CCSD & CCEA; CCEA MTD With Exhibits

WARNING - This email originated from outside the State of Nevada. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good morning,

Attached is CCEA's Motion to Dismiss, with Exhibits in a separate attachment, for Case No. 2026-012. Please let me know if you have any questions.

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/>

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

1 Michael Paul English
2 1692 Wicklow Way
3 Henderson, NV 89014
4 315-406-8773
5 Michael.English1120@Gmail.com
6

7 *Complainant, Pro Se*
8

9 STATE OF NEVADA GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD
10

11
12 Michael Paul English,

CASE NO.: 2026-012

13
14 Complainant,

15
16 vs.

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

17 CLARK COUNTY SCHOOL
18 DISTRICT, a Political
19 Subdivision of the State of
20 Nevada; and CLARK
21 COUNTY EDUCATION
22 ASSOCIATION, a
23 Recognized Employee
24 Organization,
25
26
27
28

Respondents.

Dante Dabaghian

From: Kelly Valadez <Kelly.Valadez@emrb.nv.gov>
Sent: Friday, July 17, 2026 8:57 AM
To: michael.english1120@gmail.com; Marisu Abellar
Cc: Betty Foley [Office of the General Counsel]; Crystal Pugh; Dante Dabaghian; Elsa Pena (penaec@nv.ccsd.net)
Subject: RE: FILING & SERVICE: Case No. 2026-012 (English v. CCSD, et al.) - Complainant's Opposition to CCSD's Motion to Dismiss
Attachments: Complainant's Opposition to Respondent CCSD's MTD.pdf

Good morning,

For your records, attached is the file-stamped first page of Complainant's Opposition to Respondent Clark County School District's Motion to Dismiss with Exhibits A-F in the matter of Case 2026-012.

Please let me know if you have any questions.

*Thank you,
Kelly Valadez*

*Executive Assistant
Department of Business & Industry
Government Employee-Management Relations Board
Phone: (702) 486-4505
Kelly.Valadez@emrb.nv.gov
www.emrb.nv.gov*



From: Michael English <michael.english1120@gmail.com>
Sent: Friday, 17 July 2026 08:12:52
To: Marisu Abellar <MAbellar@emrb.nv.gov>; Kelly Valadez <Kelly.Valadez@emrb.nv.gov>; Dante Dabaghian <ddabaghian@ccea-nv.org>; penaec@nv.ccsd.net <penaec@nv.ccsd.net>; herrec4@nv.ccsd.net <herrec4@nv.ccsd.net>; foleybj@nv.ccsd.net <foleybj@nv.ccsd.net>
Subject: FILING & SERVICE: Case No. 2026-012 (English v. CCSD, et al.) - Complainant's Opposition to CCSD's Motion to Dismiss

WARNING - This email originated from outside the State of Nevada. Exercise caution when opening attachments or clicking links, especially from unknown senders.

To the Government Employee-Management Relations Board, and Counsel for Respondents:

Please find attached for filing and electronic service the following documents in Case No. 2026-012:

1. **Complainant's Opposition to Respondent Clark County School District's Motion to Dismiss** (Pleading)
2. **Complainant's Opposition Exhibits (Exhibits A through F)** (Supporting Evidence)

These documents are being served electronically today, July 17, 2026, on all parties of record in accordance with the attached Certificate of Service.

Thank you,

Michael Paul English

Complainant, Pro Se

1692 Wicklow Way

Henderson, NV 89014

315-406-8773

Michael.English1120@Gmail.com

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7
8 STATE OF NEVADA GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

9
10
11 Michael Paul English,

CASE NO.: 2026-012

12
13 Complainant,

14 vs.

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

15
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.
22
23
24
25
26
27
28

Dante Dabaghian

From: Kelly Valadez <Kelly.Valadez@emrb.nv.gov>
Sent: Friday, July 24, 2026 3:24 PM
To: Michael English; Marisu Abellar; Dante Dabaghian; penaec@nv.ccsd.net; herrec4@nv.ccsd.net; foleybj@nv.ccsd.net
Subject: RE: FILING & SERVICE: Case No. 2026-012 (English v. CCSD, et al.) - Complainant's Opposition to CCEA's Motion to Dismiss
Attachments: Complainant's Opposition to Respondent CCEA's MTD.pdf

Good afternoon,

For your records, attached is the file-stamped first page of Complainant's Opposition to Respondent Clark County Education Association's Motion to Dismiss with Exhibits A-I in the matter of Case 2026-012.

Please let me know if you have any questions.

Thank you,

Kelly Valadez

Executive Assistant

Department of Business & Industry

Government Employee-Management Relations Board

Phone: (702) 486-4505

Kelly.Valadez@emrb.nv.gov

www.emrb.nv.gov



From: Michael English <michael.english1120@gmail.com>
Sent: Friday, July 24, 2026 2:34 PM
To: Marisu Abellar <MAbellar@emrb.nv.gov>; Kelly Valadez <Kelly.Valadez@emrb.nv.gov>; Dante Dabaghian <ddabaghian@ccea-nv.org>; penaec@nv.ccsd.net; herrec4@nv.ccsd.net; foleybj@nv.ccsd.net
Subject: FILING & SERVICE: Case No. 2026-012 (English v. CCSD, et al.) - Complainant's Opposition to CCEA's Motion to Dismiss

WARNING - This email originated from outside the State of Nevada. Exercise caution when opening attachments or clicking links, especially from unknown senders.

To the Government Employee-Management Relations Board, and Counsel for Respondents:

Please find attached for filing and electronic service the following documents in Case No. 2026-012:

1. **Complainant's Opposition to Respondent Clark County Education Association's Motion to Dismiss (Pleading)**
2. **Complainant's Opposition Exhibits (Exhibits A through I) (Supporting Evidence)**

These documents are being served electronically today, July 24, 2026, on all parties of record in accordance with the attached Certificate of Service.

Thank you,

Michael Paul English

Complainant, Pro Se

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

EXHIBIT B

[illegible]

[illegible]

EXHIBIT C

Contact Info

First Name

CINDY

Middle

M

Last Name

WHITE

Address

[REDACTED]

[REDACTED]

City

[REDACTED]

State

[REDACTED]

Zip

Contact Settings:

☒ No Emails

☒ No Calls

☒ No Mail

Personal Email:

SUBSCRIBED



[REDACTED]

Work Email:

SUBSCRIBED



[REDACTED]

Google Classroom Email:

Phone

[REDACTED]

Alt Phone

Cell

[REDACTED]

Alt Phone 2

Personal Details

Membership Type

NON MEMBER

Field Rep

kstump

OTS

ajayasundera

EMPID

[REDACTED]

CCSD ID

[REDACTED]

Worksite

ROWE, LEWIS ES - 523

Worksite Phone

[REDACTED]

Room

Exec Board Zone

5

Trustee

G

Region

2

Contact Info

First Name

TRACEY

Middle

M

Last Name

HERSTAM

Address

[REDACTED]

[REDACTED]

City

[REDACTED]

State

[REDACTED]

Zip

Contact Settings:

☒ No Emails

☒ No Calls

☒ No Mail

Personal Email:

CLEANED

[REDACTED]

Work Email:

SUBSCRIBED

[REDACTED]

Google Classroom Email:

Phone

[REDACTED]

Cell

[REDACTED]

Alt Phone

Alt Phone 2

Personal Details

Membership Type

MEMBER - FULL TIME

Field Rep

hwest

OTS

abarnett

EMPID

[REDACTED]

CCSD ID

[REDACTED]

Worksite 528

HARRIS, GEORGE E. ES - 528

Worksite Phone

[REDACTED]

Room

Exec Board Zone

5

Trustee

G

Region

2

Michael English (Complainant)

**Consolidated Reply in Support of Motion for Leave
to File Supplemental Declaration in Opposition to
Respondents' Motions to Dismiss**

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

STATE OF NEVADA GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

1

COMES NOW, Complainant Michael Paul English, in proper person, and hereby submits this Consolidated Reply in Support of his Motion for Leave to File Supplemental Declaration in Opposition to Respondents Clark County School District's ("CCSD") and Clark County Education Association's ("CCEA") Motions to Dismiss, pursuant to NAC 288.240(4).

I. INTRODUCTION

Respondents' Oppositions do not dispute the central fact underlying Complainant's Motion for Leave: that on August 7, 2026, Complainant learned that CCSD's Employee Management Relations ("EMR") department had, according to his direct supervisor, been internally informed by APE department leadership that centrally-assigned and home-school-assigned Adapted Physical Education ("APE") teachers perform functionally identical duties, and that EMR then instructed that leadership not to reduce this to writing for use in this proceeding. Rather than address whether this information is material to the questions before the Board, Respondents devote the bulk of their Oppositions to recasting Complainant's timely, good-faith request as a "fugitive pleading" and to attacking the circumstances under which the information was obtained. Neither Opposition identifies any specific prejudice that would result from granting leave, and neither disputes that this Reply is itself expressly authorized at this stage of the proceedings. For the reasons below, the Board should grant Complainant's Motion for Leave or, at minimum, recognize that genuine disputes of material fact remain that cannot be resolved on the pleadings. See AFSCME, Local 4041 v. State of Nevada, Dep't of Corrections, Case No. 2020-002, Item No. 862-A (EMRB, Sept. 23, 2020) ("cases involving factual disputes, and credibility determinations, require a hearing and cannot be disposed of by a motion to dismiss").

More fundamentally, this is not a proceeding asking the Board to interpret an ambiguous term of a collective bargaining agreement. It is a proceeding asking the Board to recognize that an employer's unilateral departure from an agreement's written, ratified terms, based on an

1 undocumented and unilaterally-asserted "understanding" never presented for bargaining, is
2 itself an unlawful unilateral change and, as to CCEA, evidence of a failure to fairly represent
3 the employees affected by it — the precise conduct NRS 288.270 exists to remedy. As set forth
4 below, Respondents' own filings supply no documentary answer to that question, only an
5 account of an undocumented understanding they ask the Board to accept on faith.

6
7 **II. THIS REPLY, AND THE UNDERLYING REQUEST FOR LEAVE, ARE PROCEDURALLY**
8 **PROPER**

9 CCEA argues that Complainant's Motion for Leave itself constitutes an improper attempt to
10 "supplement" his original Opposition to CCEA's Motion to Dismiss, asserting that "neither NRS
11 288 nor NAC 288 envision supplements to an Opposition to a Motion." CCEA Opp. p. 6. CCEA
12 separately argues that Complainant should not be permitted "the advantage of having the last
13 word prior to this Board's deliberations," characterizing that advantage as "neither
14 contemplated, nor sanctioned by NRS 288." CCEA Opp. p. 7. Yet NAC 288.240(4) — the very
15 regulation CCEA invokes — expressly provides that "within 14 days after service of the
16 opposition to the motion, the moving party may respond to the points raised in the opposition."
17 This Reply is filed pursuant to that very provision, which both contemplates and sanctions
18 exactly the "last word" CCEA now claims is improper. Whatever the merits of Respondents'
19 characterization of the underlying Motion for Leave, Respondents cannot invoke NAC 288.240
20 to argue that supplemental briefing is foreign to this Board's regulations while disregarding the
21 subsection of that same regulation that authorizes the filing now before the Board.

22
23 Respondents' reliance on Taylor v. Clark Cnty. Educ. Ass'n., Case No. A1-045904, Item No.
24 657 (2007), and the Nevada district court decisions in Vaughn v. Jeord, LLC and Walker v.
25 Phazzer, LLC, is distinguishable even on Respondents' own description of those matters.
26 Taylor, as CCEA describes it, concerned an unauthorized reply to an opposition to a motion to
27 dismiss on the merits of a complaint — a different procedural posture than a motion for leave
28

1 under NAC 288.235, for which NAC 288.240(4) separately and expressly authorizes this very
2 Reply. Vaughn and Walker are ordinary civil actions in Nevada district courts, not proceedings
3 under this Board's own regulations, which NAC 288.235 directs are to be "liberally construed"
4 precisely so that omissions may be cured where a party's substantial rights are not prejudiced.
5 Respondents do not identify any specific prejudice beyond the generic burden of responding
6 to additional argument — a burden inherent in any reply this Board's own regulations permit.
7

8 **III. GOOD CAUSE EXISTS BECAUSE THE INFORMATION AT ISSUE DID NOT EXIST IN**
9 **ANY FORM COMPLAINANT COULD HAVE OBTAINED BEFORE AUGUST 7, 2026**

10 Respondents argue that Complainant "could have" included comparator or job-duty
11 information in his earlier Oppositions because he has worked at CCSD since approximately
12 2014. See CCEA Opp. p. 5. This argument conflates two distinct things: Complainant's
13 previously-briefed position that centrally-assigned and home-school-assigned APE teachers
14 perform similar work in the field, and the specific, new information disclosed to him on August
15 7, 2026 — that CCSD's own EMR department was internally told the same thing by APE
16 department leadership, and then instructed that leadership not to confirm it in writing for use in
17 this case. That second fact did not exist in any form available to Complainant before August 7,
18 2026, because the underlying exchange between Ms. Lasike, Ms. Talbot, Ms. Sly, and CCSD
19 EMR did not occur, on this record, until after Complainant's July 20, 2026 inquiry.
20 Complainant's request that Ms. Lasike address the departmental record was a good-faith
21 attempt to develop the factual record before his Opposition deadlines — an attempt whose
22 timing was governed by CCSD's internal response, not by any lack of diligence on
23 Complainant's part. Respondents' suggestion that Ms. Lasike's account cannot be "credibly
24 argued as essential" is unpersuasive where, by Complainant's account, CCSD EMR itself
25 solicited and received responses from APE department leadership on this exact question, and
26 Respondents offer no competing account of what EMR was actually told.
27
28

1 Complainant does not ask the Board to accept his account of that internal exchange as
2 conclusive; he asks that the underlying record — whether through document
3 production, deposition, or subpoena — be permitted to be developed and tested, rather
4 than resolved by crediting Respondents' silence on the subject.

5 CCSD separately suggests that Complainant's request merely asked supervisors to "confirm"
6 his own prepared characterization of his duties, and that a supervisor's declining to do so is
7 not "suppression." CCSD Opp. p. 9. Whether Ms. Lasike's disclosed account is accurately
8 characterized by either side is, again, precisely the kind of factual question this Board is not
9 positioned to resolve on competing characterizations in briefing, without discovery.

11 Respondents' related suggestion that Complainant should instead have sought a filing
12 extension does not answer the point: an extension of Complainant's own filing deadline would
13 not have accelerated CCSD EMR's internal timeline or Ms. Lasike's willingness to respond.
14 Complainant filed his Oppositions when he had a good-faith basis to do so and supplemented
15 promptly — within days, not months — once new, material information came to light.
16 Complainant further notes, without excusing any delay, that as a self-represented, first-time
17 litigant before this Board, he was unaware that extensions of filing deadlines were available
18 and understood his obligation to be in strict compliance with the deadlines as given. This Board
19 and Nevada courts have recognized that pro se filings are held to a less stringent procedural
20 standard than those of experienced counsel. See *Haines v. Kerner*, 404 U.S. 519, 520 (1972);
21 *Rodriguez v. Fiesta Palms, LLC*, 134 Nev. 654, 659, 428 P.3d 255, 258-59 (2018).

23 **IV. RESPONDENTS' OWN NEWLY-INTRODUCED EXHIBIT CONFIRMS THAT THE** 24 **COMPARATOR QUESTION IS GENUINELY DISPUTED, NOT SETTLED** 25

26 Complainant's own Exhibit B to the Motion for Leave — the Team 2A assignment roster —
27 identifies Tracey Herstam and Cindy White as APE colleagues who, like Complainant,
28

1 appear on a multi-school itinerant assignment list. CCEA's Opposition responds with its own
2 "Exhibit C," asserting that Ms. Herstam and Ms. White are, in fact, permanently assigned,
3 school-based employees at Harris Elementary and Rowe Elementary, respectively. See
4 CCEA Opp. p. 15.

5
6 The Board need not, and at this stage cannot, resolve which characterization is correct. What
7 matters is that both sides have now placed competing, un-cross-examined evidence before
8 the Board on the same specific factual question: whether Ms. Herstam's and Ms. White's
9 actual, day-to-day assignments are as fixed and single-site as Respondents describe, or
10 whether they, like Complainant, travel between multiple school sites in the course of their
11 duties. That is precisely the kind of disputed material fact — turning on the parties' competing
12 exhibits rather than the plain language of Article 26-19 — for which discovery and an
13 evidentiary hearing exist, and it is not a proper basis for dismissal at the pleading stage.

14 15 **V. THE HANDBOOK'S EFFECTIVE SCHOOL YEAR DOES NOT RESOLVE THE DISPUTE**

16 CCEA notes that the APE Staff Handbook attached as Exhibit A to the Motion for Leave is
17 dated for the 2026-2027 school year rather than the 2025-2026 school year at issue in the
18 Complaint. CCEA Opp. p. 16-17. Respondents do not assert, and have not shown, that the
19 department's itinerant practices, caseload standards, or duty structure changed between these
20 two contract years. Absent such a showing, the handbook remains probative of a continuing
21 departmental practice. If Respondents contend the practices described in the handbook did
22 not apply during the 2025-2026 school year, that too is a disputed factual question appropriate
23 for discovery, not a basis for the Board to disregard the document entirely. Complainant further
24 notes that Article 26-19 and AB 398 govern eligibility determinations for both the 2025-2026
25 and 2026-2027 school years. See CCEA Reply ISO Mot. Dismiss p. 15-16 (quoting Article 26-
26 19-6 and describing separate appropriations for each fiscal year). A handbook describing the
27
28

1 department's continuing practices during the 2026-2027 year accordingly remains relevant to
2 the parties' ongoing dispute over the same eligibility criteria. To the extent the Board or
3 Respondents wish to review the 2025-2026 edition of the handbook specifically, Complainant
4 is prepared to produce it in discovery.

5
6 **VI. THE GAZALA ORDER IS DISTINGUISHABLE AND DOES NOT SUPPORT DISMISSAL**
7 **HERE**

8 Both Oppositions cite this Board's order in Sarah Gazala v. Clark County School Dist./CCEA,
9 Case No. 2026-009 (July 20, 2026), and CCEA additionally cites Clyde Smith v. CCEA, Case
10 No. 2026-007, for the proposition that dismissal is warranted here. Having reviewed the Gazala
11 order, Complainant respectfully submits that it is distinguishable on multiple independent
12 grounds and does not support dismissal of the Complaint now before the Board.

13 First, Gazala concerned a wholly different provision of the Negotiated Agreement — the Salary
14 Review and Adjustment Process ("SRAP") under Article 26-26, not the Title I differential
15 compensation at issue here under Article 26-19. The Board's dismissal in Gazala turned on
16 express contractual text granting CCSD "sole discretion to determine how many salary
17 adjustments are made," Gazala Order p. 5 (quoting Agreement Section 26-26-2), and providing
18 that "all reviews and results are final and not subject to appeal or the grievance procedure," id.
19 (quoting Agreement Section 26-26-6(d)). Article 26-19 contains no comparable grant of
20 unilateral discretion to CCSD and no comparable finality or non-grievability clause.
21 Respondents' defense here rests not on express contractual text delegating discretion, but on
22 an unwritten, extra-textual "shared understanding" appearing nowhere in Article 26-19 —
23 precisely the kind of dispute the Gazala Board did not have before it.

24
25 Second, the duty-of-fair-representation theory rejected in Gazala is materially different from
26 the one presented here. In Gazala, the Board found no probable cause because CCEA "acted
27
28

1 in accordance with the Agreement's terms" by providing a rationale for the denial, and the
2 complainant's objection went only to the timeliness of that explanation — a matter the Board
3 found irrelevant to CCEA's duty of fair representation given the Agreement's silence on timing.
4 Gazala Order p. 6. Complainant's claim here does not concern the timeliness of an
5 explanation; it concerns the fairness and substance of CCEA's internal Members Rights
6 Committee process itself — including the exclusion of requested witnesses notwithstanding
7 CCEA's own procedural rules, the absence of any visible deliberation, and a perfunctory denial
8 notice — conduct going to whether CCEA's handling of Complainant's grievance was arbitrary,
9 discriminatory, or in bad faith under the very standard Respondents cite from *Vaca v. Sipes*.
10

11 Third, Gazala involved an individualized, discretionary salary placement determination for a
12 single employee, not a categorical eligibility line drawn against a defined class of employees
13 under a legislatively-funded stipend. The arbitrary-classification theory at the core of
14 Complainant's claim — that CCEA acquiesced in excluding an entire subclass of Title I-serving
15 APE teachers based on an administrative payroll code rather than actual service — was not
16 presented in, and is not resolved by, Gazala.
17

18 Fourth, the Board's August 14, 2026 order on Gazala's Petition for Rehearing — which denied
19 the petition but clarified the Board's reasoning — confirms rather than undermines this
20 distinction. The Board held that because CCSD's underlying denial of the SRAP application
21 was itself consistent with the collective bargaining agreement's express terms, CCEA "similarly
22 could not have acted arbitrarily, discriminatorily, or in bad faith" in explaining that denial. Gazala
23 Order on Pet. for Reh'g (Aug. 14, 2026) p. 2. That holding confirms that a union's duty-of-fair-
24 representation liability is analytically tied to whether the employer's underlying conduct was
25 itself consistent with the parties' agreement. Unlike in Gazala, where the District's denial rested
26 on express, undisputed contractual discretion, whether CCSD's denial of Complainant's
27 stipend was consistent with Article 26-19 is precisely the disputed question at the center of this
28

1 case — Respondents' defense rests not on express contractual text but on an unwritten,
2 undocumented "understanding" whose existence, scope, and origin remain unresolved. Under
3 the Board's own reasoning in Gazala, resolving CCEA's duty-of-fair-representation liability
4 accordingly requires first resolving that disputed predicate question, which cannot be done on
5 the pleadings.

6
7 As to Clyde Smith v. CCEA, Case No. 2026-007, CCEA's own Opposition describes that matter
8 as one in which CCEA's Motion to Dismiss was "granted" but the "Order" remains "pending."
9 CCEA Opp. p. 28. No written order in Clyde Smith has been entered, and Complainant has
10 accordingly had no opportunity to review the reasoning, if any, underlying that result. A ruling
11 that has not yet been reduced to a written, reviewable order cannot properly be relied upon as
12 persuasive authority, particularly where, as with Gazala, even entered orders in this line of
13 cases have subsequently been modified. Complainant respectfully requests the opportunity to
14 be heard on Clyde Smith should Respondents continue to rely on it once a written order
15 becomes available.

16
17 **VII. RESPONDENTS' SHIFTING JUSTIFICATIONS CONFIRM WHY THE SUPPLEMENTAL**
18 **EVIDENCE REMAINS MATERIAL**

19 This case has followed a consistent pattern in which Respondents' stated justification for
20 denying Complainant's stipend changes each time Complainant rebuts the version then on
21 offer. That pattern, now spanning four distinct positions, is itself relevant to the good-cause and
22 materiality analysis before the Board:

23 First, CCSD initially denied the stipend on the ground that Complainant was not a "teacher
24 of record," a term that does not appear in the Negotiated Agreement. Complaint ¶ 5(A).

25
26 Second, once Complainant demonstrated that other APE teachers who received the
27 stipend were likewise not "teachers of record" in the sense CCSD had used the term,
28

1 Respondents advanced a different, unwritten "itinerant restriction" as the operative
2 criterion. Complaint ¶ 5(B).

3 Third, once Complainant demonstrated that other APE teachers formally designated as
4 home-school assigned — including Tracey Herstam, Cindy White, and Brennan Utt —
5 nonetheless received the stipend despite, on Complainant's personal knowledge,
6 performing the same multi-site itinerant duties as centrally-assigned staff, Respondents
7 shifted again. Rather than address why formally home-school assigned employees
8 performing indistinguishable work were compensated while Complainant was not, CCSD's
9 Reply recharacterized Mr. Utt's own assignment status, and both Respondents asserted,
10 through the Second Affidavit of John Vellardita and the Affidavit of Dr. Brenda Pearson,
11 that Complainant is "fundamentally different" in his day-to-day duties from these
12 comparators. See CCEA Reply ISO Mot. Dismiss Exs. A, B; CCSD Reply ISO Mot. Dismiss
13 (Decl. of Jon Okazaki).
14

15 Fourth, now that Complainant has challenged the factual basis for that duties-based
16 distinction, Respondents shift once more — taking the position, for the first time, that
17 comparative duties are legally irrelevant and that assignment location alone controls
18 eligibility under Article 26-19. See CCSD Opp. p. 9; CCEA Opp. p. 19-20.
19

20
21 Each shift has occurred only after Complainant successfully rebutted the version of the
22 justification then being advanced, and each new justification has been narrower than the last.
23 This progression underscores exactly why Complainant's supplemental evidence remains
24 material rather than moot: if Respondents no longer contend that comparative job duties bear
25 on eligibility, then the question squarely presented is whether Complainant's undisputed, full-
26 time physical presence at Title I school sites satisfies Article 26-19's requirement that an
27
28

1 employee be "at a Title I school" — a question the existing record does not resolve and which
2 the supplemental evidence directly bears upon.

3 Respondents' newly-adopted, location-only theory also does not withstand its own internal
4 logic in a way that further confirms this materiality. Article 26-19 does not extend the differential
5 compensation to every employee physically present at a Title I school; custodial, clerical, and
6 administrative staff who work exclusively within Title I buildings are not eligible for the
7 differential under the Article's own terms. This confirms that job classification, not location
8 alone, has always been a component of eligibility under the Article's plain text — the very
9 consideration Respondents now ask the Board to treat as irrelevant. At minimum,
10 Respondents' own shift in position, considered alongside Complainant's undisputed, full-time
11 assignment within Title I school buildings, demonstrates that the supplemental evidence
12 Complainant seeks leave to file bears directly on a live and unresolved question, not a settled
13 one.
14

15
16 **VIII. RESPONDENTS' OPPOSITIONS RENEW THE MERITS OF DISMISSAL, AND THOSE**
17 **ARGUMENTS REMAIN UNPERSUASIVE**

18 Although this Reply is confined to the points raised in Respondents' Oppositions to the Motion
19 for Leave, both Oppositions extend well beyond procedural objections into a renewed defense
20 of the merits of dismissal. See CCSD Opp. Part B (arguing the Board lacks jurisdiction over
21 "purely contractual interpretation disputes"); CCEA Opp. p. 27 (arguing "the undisputed facts
22 necessitate dismissal"). Because Respondents have used their own Oppositions as a vehicle
23 to reassert the merits of their Motions to Dismiss, Complainant addresses those specific points
24 below, consistent with NAC 288.240(4)'s authorization to "respond to the points raised in the
25 opposition."
26
27
28

1 **A. This Dispute Is Not a Mere Contract Interpretation Question**

2 CCSD again argues that the Board "does not have jurisdiction over purely contractual
3 interpretation disputes." CCSD Opp. p. 5. The Complaint alleges that CCSD's denial of the
4 Article 26-19 stipend, based on a criterion appearing nowhere in the ratified Agreement,
5 constitutes an unlawful unilateral change to a mandatory subject of bargaining. See City of
6 Reno v. Reno Police Protective Ass'n., 118 Nev. 889, 59 P.3d 1212 (2002) (cited in CCSD's
7 own Reply in Support of Motion to Dismiss at p. 4). Whether an unwritten criterion was actually
8 bargained for, and on what terms, is a factual predicate to that claim, not a request that the
9 Board interpret ambiguous contract language for its own sake. As against CCEA, the
10 Complaint alleges a breach of the duty of fair representation for enforcing an arbitrary
11 classification against a group of similarly situated Title I-serving APE teachers, Complaint ¶ 7,
12 a claim squarely within this Board's jurisdiction. See Asch v. Clark Cnty. Sch. Dist. & Clark Cnty.
13 Classroom Teachers Ass'n., Case No. A1-045541, Item No. 314 at 3 (1993) (cited in CCEA's
14 own Reply in Support of Motion to Dismiss), citing Vaca v. Sipes, 386 U.S. 171, 191 (1967).
15

16 **B. Respondents' Own Standard for Arbitrary Conduct Is Not Satisfied on This Record**

17 CCEA's own briefing establishes that a union's conduct is arbitrary when it is "without a rational
18 basis or explanation," or "so far outside a 'wide range of reasonableness' that it is wholly
19 'irrational.'" CCEA Reply ISO Mot. Dismiss p. 8 (citing Vos v. City of Las Vegas & Las Vegas
20 Peace Officers Ass'n., Case No. A1-046000, Item No. 749 at 10 (2014); Marquez v. Screen
21 Actors Guild, Inc., 525 U.S. 33, 45 (1998)). Applying Respondents' own standard: Complainant
22 is, on this record, assigned full-time to Title I school buildings for the entirety of the 2025-2026
23 and 2026-2027 school years, a fact Respondents do not dispute. What Respondents dispute
24 is whether that undisputed, full-time physical presence at Title I schools satisfies Article 26-
25 19's requirement that an employee be "at a Title I school" — a requirement Respondents
26 contend turns solely on an internal assignment code rather than on the employee's actual site
27
28

1 of service. Excluding an employee who performs the entirety of his duties inside Title I school
2 buildings from a benefit expressly earmarked for employees "at" those buildings, based on
3 which office issues his paycheck, is precisely the kind of classification Respondents' own cited
4 standard was designed to test.

5 **C. Uniform Application of an Arbitrary Standard Does Not Cure Its Arbitrariness**

6 Respondents emphasize that no centrally-based APE employee received the Article 26-19
7 stipend, and argue this uniformity forecloses any claim of arbitrary or discriminatory treatment.
8 See CCEA Opp. p. 15; CCSD Opp. p. 8. This inverts the relevant inquiry. The question is not
9 whether a classification was applied consistently, but whether the classification itself is rational.
10 A criterion that excludes an entire class of employees — including, on information and belief,
11 other centrally-assigned APE employees who, like Complainant, serve full-time in Title I school
12 buildings — is not rendered rational merely because it was applied to the whole class rather
13 than to Complainant alone. Consistent application of an irrational standard remains an
14 irrational standard.
15

16 Indeed, Complainant's own Exhibit B identifies several of Complainant's Team 2A colleagues
17 — including Jennifer Powell, Shelby Walker, Stefan Berg, and Keola Soon — as centrally-
18 based APE employees, and CCEA's own Opposition separately confirms that these same
19 individuals did not receive the Article 26-19 stipend. See Mot. Ex. B; CCEA Opp. p. 24. Based
20 on Complainant's personal knowledge as their teammate, each of these colleagues, like
21 Complainant, was assigned full-time to Title I school buildings during the 2025-2026 school
22 year. If accurate, this would confirm that the exclusion Respondents describe as "uniform" in
23 fact excludes multiple employees whose actual, day-to-day service meets Article 26-19's plain
24 terms — a question appropriate for discovery and testimony, not resolution on the present
25 record.
26
27
28

1 **D. Respondents Have Produced No Contemporaneous Evidence of the Alleged**
2 **"Shared Understanding"**

3 Despite repeated requests throughout this proceeding, Respondents have not produced a
4 memorandum, side letter, bargaining note, or other contemporaneous document memorializing
5 the alleged agreement to exclude centrally-assigned employees — an exclusion appearing
6 nowhere in the text of Article 26-19. CCEA's position, that "CCEA and CCSD are under no
7 need to produce or negotiate any sort of MOU or side letter to Article 26-19 where they already
8 are in agreement on the interpretation and application of this Article," CCEA Opp. p. 11-12,
9 would permit any two parties to a collective bargaining agreement to override its plain written
10 terms at any time through an unwritten, unilaterally-asserted "shared understanding," so long
11 as both later claim to agree on what that understanding was. **Such a rule would leave the**
12 **written terms of any negotiated agreement without meaningful, enforceable effect.** At
13 minimum, where Respondents' entire defense rests on an unwritten understanding
14 contradicting the plain text of a ratified agreement, the existence, scope, and timing of that
15 understanding is a matter properly tested through discovery, not resolved by accepting
16 Respondents' own account of it at the pleading stage.
17

18 Article 4-3(b) of the Negotiated Agreement confirms that CCSD and CCEA know precisely how
19 to draft language distinguishing school-based from non-school-based assignments when they
20 intend such a distinction to carry contractual weight. That provision expressly directs a teacher
21 to informal grievance discussion "with the principal of the school, or the department director if
22 the assignment is not school-based." Negotiated Agreement, Art. 4-3(b). Article 26-19 contains
23 no comparable language. Where the same parties, negotiating the same overall Agreement,
24 demonstrably knew how to write an express school-based/non-school-based distinction and
25 did so elsewhere, their failure to include any similar distinction in Article 26-19 is not a gap the
26
27
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1 Board should fill with an unwritten "understanding" — it is a textual choice that cuts against,
2 not for, Respondents' position.

3 Neither of the foregoing points is an invitation for the Board to resolve an ambiguous contract
4 term. Together, they are the reason Respondents' conduct, if proven, constitutes an unlawful
5 unilateral change by CCSD and a failure of fair representation by CCEA — both of which fall
6 squarely within the Board's jurisdiction under NRS 288.270, regardless of how Article 26-19
7 is ultimately construed.
8

9 10 **E. Dr. Pearson's Characterization Is Not Resolved by the Documentary Record**

11 Dr. Pearson's characterization is difficult to square with the department's own records. Dr.
12 Pearson's Affidavit asserts that home-school assigned APE employees "service the same
13 population of students on a daily basis." CCEA Reply ISO Mot. Dismiss Ex. B. That
14 characterization describes a self-contained classroom model — a single, fixed group of
15 students sharing one disability category, seen by the same teacher every day — that does not
16 describe any APE position, home-school or centrally-assigned. The Negotiated Agreement
17 confirms as much: Article 26-19-4 provides that Special Education teachers "are eligible for the
18 additional compensation regardless of whether they teach in a self-contained or non-self
19 contained classroom," expressly rejecting the very distinction Dr. Pearson's characterization
20 assumes. Based on Complainant's personal knowledge of the department's caseload
21 composition, APE teachers rotate through multiple disability categories over the course of each
22 school day rather than maintaining a single, homogeneous group of students, regardless of
23 assignment location. The Staff Handbook attached as Exhibit A to the Motion for Leave,
24 however, describes caseload management as a universal departmental practice applicable to
25 all APE staff, without distinction based on assignment type. Mot. Ex. A ("Caseloads").
26 Complainant's own official job description, previously submitted as Exhibit D to Complainant's
27

1 Opposition to CCEA's Motion to Dismiss, likewise confirms that APE teachers as a class "are
2 assigned to teach all grade levels K-12," a description applicable without regard to assignment
3 location. Complainant is compensated on the same Licensed Employee Salary Schedule,
4 attends the same staff meetings and department trainings, and is subject to the same
5 handbook and duty standards as home-school assigned APE employees. Id. At minimum, the
6 tension between Dr. Pearson's affidavit and this documentary record is a factual question the
7 current record does not resolve without further development.
8

9 **F. Article 26-19-5 Does Not Support Excluding Complainant Based on the Possibility of**
10 **a Future Reassignment**

11 Respondents note that a centrally-assigned employee's school assignments "can change at
12 any time." CCEA Opp. p. 13. Article 26-19-5, however, addresses continued eligibility across
13 contract years for an employee already receiving the compensation — requiring that the
14 employee "remain at the eligible school or transfer to another school that also meets the
15 requirements above" — not the threshold question of eligibility in the first instance. CCEA Mot.
16 Dismiss Ex. C. Respondents' theory would deny an employee eligibility in a given year based
17 on the mere possibility of a future reassignment, a possibility equally present, if perhaps less
18 frequently exercised, for home-school assigned APE teachers as well. If anything, the logical
19 implication of Respondents' own theory is that eligibility should track an employee's actual,
20 current assignment as circumstances change, rather than being foreclosed for an entire year
21 based on a hypothetical reassignment that has not occurred. Nothing in Article 26-19's text
22 supports withholding current compensation based on speculation about a future event that has
23 not happened.
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1 **G. Article 26-19-6 Does Not Require a Vacancy-Rate Showing for Complainant's**
2 **Eligibility Pathway**

3 To the extent Respondents' briefing references school-wide vacancy-rate thresholds, Article
4 26-19-6 separately provides that a teacher who spends the majority of assigned duties
5 teaching students at a Title I school not meeting the vacancy threshold remains eligible for the
6 compensation where the teacher's subject, including Special Education, is experiencing a
7 critical labor shortage. CCEA Reply ISO Mot. Dismiss Ex. B ¶ 14 (Pearson Aff.) (quoting Article
8 26-19-6). Vacancy-rate thresholds applicable to general classroom positions do not resolve
9 Complainant's eligibility under this separate, subject-specific pathway.
10

11 **IX. CONCLUSION**

12 For the foregoing reasons, Complainant respectfully requests that the Board:

- 13 1. GRANT Complainant's Motion for Leave to File Supplemental Declaration and Exhibits
14 into the record;
- 15
16 2. In the alternative, find that genuine disputes of material fact remain regarding the
17 comparator status of centrally-assigned and home-school assigned APE employees,
18 sufficient to preclude dismissal on the pleadings;
- 19
20 3. DENY Respondents' Motions to Dismiss, or defer ruling pending limited, targeted
21 discovery concerning the comparator assignment records and negotiation history
22 discussed above and in Complainant's prior briefing; and
- 23 4. SET this matter for an evidentiary hearing on the merits of the Complaint.
24

25 Complainant further requests that, independent of whether the Board grants leave to file the
26 Supplemental Declaration, the Board recognize that the arguments addressed in Section VIII
27 above — responding directly to the merits arguments raised in Respondents' own Oppositions
28

1 — present additional and independent grounds why dismissal remains inappropriate on the
2 existing record.

3 Ultimately, this case does not ask the Board to resolve an ambiguous term of a collective
4 bargaining agreement. It asks the Board to recognize that an employer's unilateral departure
5 from an agreement's written, ratified terms, based on an undocumented and unilaterally-
6 asserted "understanding," is the unlawful unilateral change and failure of fair representation
7 NRS 288.270 exists to remedy — and that the Board should not resolve that question, or the
8 substantial factual disputes underlying it, on a motion to dismiss.
9

10
11 DATED this 8th day of September, 2026.

12 Respectfully submitted,

13 

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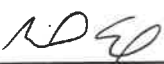
20 *Complainant, Pro Se*
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1 **CERTIFICATE OF SERVICE**

2
3 I hereby certify that on this 8th day of September, 2026, I served a true and correct copy of
4 the foregoing **COMPLAINANT'S CONSOLIDATED REPLY IN SUPPORT OF MOTION FOR**
5 **LEAVE TO FILE SUPPLEMENTAL DECLARATION IN OPPOSITION TO RESPONDENTS'**
6 **MOTIONS TO DISMISS** via Electronic Mail to the following parties of record:
7

8
9 **Office of the General Counsel**
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