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June 16, 2026
State of Nevada
E.M.R.B.
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Complainant, Pro Se

STATE OF NEVADA GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

MICHAEL PAUL ENGLISH, <i>Complainant,</i> V. CLARK COUNTY SCHOOL DISTRICT, a Political Subdivision of the State of Nevada; and CLARK COUNTY EDUCATION ASSOCIATION, a Recognized Employee Organization, <i>Respondents.</i>	CASE NO.: 2026-012 COMPLAINT (PRO SE)

COMES NOW Complainant Michael Paul English, appearing *Pro Se*, and respectfully submits the following Complaint to the Government Employee-Management Relations Board against Respondents Clark County School District ("CCSD") and Clark County Education Association ("CCEA").

STATEMENT OF JURISDICTION

I. At all relevant times herein, the Complainant, Michael Paul English (hereinafter "Complainant"), is and was an Adapted Physical Education teacher employed by the Clark County School District (hereinafter "CCSD"), and was a dues-paying member of the Clark County Education Association (hereinafter "CCEA"). Complainant's current address is: 1692 Wicklow Way, Henderson, NV 89014.

II. At all relevant times herein, the Respondent, CCEA, is and was an employee organization as defined by NRS 288.040 and, pursuant to NRS 288.160, is and was the duly recognized employee organization representing licensed personnel employed by the county. CCEA's current address is % John Vellardita, Executive Director, 4230 McLeod Dr., Las Vegas, NV 89121.

III. At all relevant times herein, CCSD is and was a local government employer as defined by NRS 288.060. CCSD's current address is 5100 W. Sahara Ave., Las Vegas, NV 89146.

IV. CCSD and CCEA are parties to a Collective Bargaining Agreement (hereinafter "Negotiated Agreement"). The current agreement is for the 2025-2026 and 2026-2027 school years.

V. The local Government Employee-Management Relations Act was adopted by the Legislature of the State of Nevada in 1969 and is now contained in NRS Chapter 288.

VI. NRS 288.150 provides in pertinent part that every local government employer shall negotiate in good faith concerning mandatory subjects of bargaining, which includes salary, extra compensation, and direct financial benefits.

VII. Unilateral changes by an employer during the course of a collective bargaining relationship concerning matters which are mandatory subjects of bargaining are regarded as a "*per se*" refusal to bargain. *NLRB v. Katz*, 369 U.S. 736 (1962); *Las Vegas Police Protective Association Metro, Inc. v. City of Las Vegas*, EMRB Case No. A1-045461, Item No. 248 (1990).

VIII. Any attempt to unilaterally implement changes prior to the exhaustion of procedures promulgated under the public bargaining statute constitutes a prohibited labor practice. *Reno Police Protective Association v. City of Reno*, EMRB Case No. A1-045390, Item No. 175 (1985).

IX. This Board has jurisdiction pursuant to NRS 288.110 and NRS 288.280 to hear and determine "any controversy concerning prohibited practices."

X. This Board has further jurisdiction pursuant to NRS 288.110(2) to hear and determine any complaint arising out of the interpretation of, or performance under, the provisions of NRS Chapter 288 by any local government employer, local government employee, or employee organization.

XI. Complainant has exhausted all available administrative remedies under the Negotiated Agreement prior to bringing this matter before the Board, satisfying the requirements established in *Rosequist v. Int'l Ass'n of Firefighters*, 118 Nev. 444, 49 P.3d 651 (2002).

FIRST CLAIM FOR RELIEF

Violations of the Respondents' Negotiated Agreement & Unlawful Disparate Treatment As Against CCSD

- 1.** Complainant repeats and realleges each and every allegation contained in paragraphs I through XI as if set forth at this time in their entirety.
- 2.** Complainant is a licensed 100% Special Education, 100% Title 1 educator. Complainant serves as an Adapted Physical Education (APE) teacher and is assigned to five Title 1 Schools. Complainant provides specialized instruction explicitly designed to fulfill students' Individualized Education Programs (IEPs) within Special Education.
- 3.** Under Article 26-19 of the Negotiated Agreement, CCSD and CCEA mutually determined and agreed that Special Education qualifies as a critical labor shortage position, thereby making qualifying educators eligible for a \$5,000 hard-to-fill stipend.
- 4.** On May 26, 2026, Complainant attended a meeting of the Subcommittee on Education Accountability to place the arbitrary withholding of the Article 26-19 stipend on the public record. Upon entering the room and immediately prior to delivering public comment, Complainant was directly approached by CCSD Superintendent Dr. Jhone Ebert and HR Director RoAnn Triana. Both administrative leaders explicitly promised the Complainant that his stipend dispute was currently being resolved in his favor. Relying in good faith on these direct executive assurances, Complainant agreed to withhold his public testimony for that day. However, this administrative promise was never fulfilled, serving instead as a bad-faith deceptive tactic to suppress the Complainant's public disclosure of contractual violations.
- 5.** Complainant met all established criteria for the stipend, yet was denied payment of the \$5,000 bonus by CCSD under shifting and contractually unsupported rationales:
 - **(A)** CCSD initially denied Complainant on the grounds that Complainant was not a "teacher of record." However, the term "teacher of record" never appears in the Negotiated Agreement. And the Negotiated Agreement even explicitly states that an educator "does not need to be in a self-contained classroom environment to qualify".
 - **(B)** CCSD subsequently altered its rationale, claiming that CCSD and CCEA had mutually "agreed" that all itinerant teachers were excluded and ineligible for the Article 26-19 stipend.

6. CCSD is practicing blatant **disparate treatment** in its application of Article 26-19. Multiple itinerant teachers within Complainant's exact department qualified for and successfully received the \$5,000 stipend during this same cycle.

7. CCSD has taken no action to issue overpayment notices or claw back the stipend funds from those itinerant colleagues, thereby acknowledging the validity of their payouts, while arbitrarily enforcing an unwritten "itinerant restriction" solely to deny Complainant and similarly situated educators.

8. By inventing and implementing a sweeping, unwritten, and unnegotiated policy exclusion to deny contractually mandated compensation, CCSD enacted an unlawful unilateral change regarding a mandatory subject of bargaining, constituting a prohibited practice under NRS Chapter 288.

SECOND CLAIM FOR RELIEF

Breach of Duty of Fair Representation As Against CCEA

9. Complainant repeats and realleges each and every allegation contained in the First Claim for Relief as if set forth at this time in its entirety.

10. Fair representation of an employee by a union involving the implementation of the terms of a negotiated agreement is a protected right. The failure of a union to fairly represent an employee interferes with that employee's rights under NRS Chapter 288. *Rosequist v. Int'l Ass'n of Firefighters Local 1908*, 118 Nev. 444, 449 (2002).

11. At all relevant times, Complainant was a dues-paying member of CCEA and had a clear right to fair representation by CCEA.

12. CCEA conducted itself in a manner that was arbitrary, discriminatory, and in bad faith with respect to the circumstances surrounding the denial of Complainant's \$5,000 hard-to-fill stipend, breaching its duty of fair representation in the following manner:

- **(A)** Complainant initiated a formal grievance regarding CCSD's breach of Article 26-19. The grievance was systematically denied by the District.
- **(B)** Complainant escalated the denial to CCEA leadership. On 4/16/2026 Complainant received a written email from Alex Shelton, CCEA's Chief of Staff, explicitly admitting and confirming that **no Memorandum of Understanding (MOU) exists** between CCEA and CCSD regarding Article 26-19.

(C) Despite possessing clear written evidence that CCSD was enforcing a non-existent contractual rule to deny contractually mandated compensation, CCEA's Members Rights Committee (MRC) conducted a procedurally deficient hearing on 5/21/2026 and subsequently denied advancing Complainant's grievance to arbitration. The MRC proceeding was conducted in absolute bad faith, functioning as a mere formality and a sham hearing, characterized by the following severe procedural violations:

- **(i) Unlawful Denial of Witnesses:** CCEA's own established rules and procedures explicitly permit an appealing member to bring up to three (3) witnesses or representatives to an MRC meeting, with no restriction or eligibility criteria placed on who those individuals may be. Complainant explicitly requested the admittance of two (2) vital witnesses on three (3) separate occasions during the meeting. CCEA arbitrarily and without contractual justification denied entrance to both of Complainant's witnesses, stripping Complainant of the right to present a full and fair defense.
- **(ii) Deprivation of Due Process and Lack of Deliberation:** The virtual MRC meeting was entirely dominated and controlled by CCEA staff members Dante Dabaghian and Chief of Staff Alex Shelton. Conversely, every licensed educator representing the actual committee kept their video cameras deactivated for the entirety of the proceeding and remained completely silent.
- **(iii)** Complainant was provided no verification, visual or audio, that the voting members of the committee were physically present, paying attention, or participating in any capacity. Complainant was left with no indication that any lawful collective discussion or meaningful deliberation on the merits of the case occurred among the committee members prior to issuing the denial.

(D) On 5/22/2026 the very next morning, Complainant received a boilerplate notice that the MRC had decided against arbitrating the grievance. No contractual rationale, factual justification, or explanation was provided to Complainant, despite multiple formal requests for clarification regarding how an unwritten "itinerant rule" could override the plain text of the Negotiated Agreement.

13. By abandoning a clear, documented contractual violation and refusing to challenge the arbitrary disparate treatment occurring within Complainant's department—while explicitly acknowledging that no written agreement or MOU authorized such an exclusion—CCEA acted in bad faith and failed to protect its member from arbitrary and discriminatory treatment. The Complainant also made good-faith attempts to escalate this dispute to the highest levels of union leadership to present clear, documentary evidence of contract violations. However, the CCEA Executive Director John Vellardita explicitly refused to meet, speak, or review the merits of the dispute with the Complainant. This total refusal to investigate or deliberate further demonstrates that CCEA processed the Complainant's meritorious grievance in a purely perfunctory and bad-faith manner, thereby breaching its statutory Duty of Fair Representation.

REQUEST AND PRAYER FOR RELIEF

WHEREFORE, Complainant Michael Paul English respectfully prays for relief as follows:

1. For a finding in favor of Complainant and against both Respondents on each and every Claim for Relief in this Complaint;
2. For a finding that CCSD's denial of the Article 26-19 stipend based on unwritten, unnegotiated "itinerant" exclusions constitutes an improper unilateral change and a prohibited labor practice under NRS Chapter 288;
3. For a finding that CCSD engaged in unlawful disparate treatment by selectively withholding compensation from Complainant while paying identically situated itinerant employees within the same department;
4. For a finding that CCEA breached its statutory Duty of Fair Representation by abandoning Complainant's grievance in bad faith and conducting a procedurally deficient MRC hearing despite possessing written knowledge that no MOU existed to support the denial of benefits;
5. For an order directing Respondents to immediately cease and desist from all prohibited and unfair labor practices identified herein;
6. For an order directing CCSD to immediately award Complainant the \$5,000 hard-to-fill stipend under Article 26-19 for the 2025-2026 school year cycle, plus statutory interest calculated from the date the funds were contractually past due;
7. For a prospective order and binding declaration that Complainant is contractually eligible for future Article 26-19 hard-to-fill stipends—including the upcoming 2026-2027 school year cycle—provided Complainant continues to meet the ratified terms of the Negotiated Agreement, and explicitly barring Respondents from enforcing any unwritten, unnegotiated "itinerant teacher" exclusions against Complainant moving forward; and
8. For such other and further relief as the Board deems just, proper, and appropriate under the circumstances.

DATED this 16th day of June, 2026.

Respectfully submitted,

By:  _____

Michael Paul English

Complainant, Pro Se

1692 Wicklow Way, Henderson, NV 89014

315-406-8773

Michael.English1120@Gmail.com

CCSD (Respondent)

Answer

OFFICE OF THE GENERAL COUNSEL
CLARK COUNTY SCHOOL DISTRICT
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BETTY J. FOLEY, ESQ. (NV Bar No. 14517)
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Phone: (702) 799-5373
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*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
ANSWER**

COMES NOW, Respondent, CLARK COUNTY SCHOOL DISTRICT ("District"), by
and through its undersigned counsel, and for its Answer to the Complaint on file herein, admits,
denies, states, and alleges as follows:

STATEMENT OF JURISDICTION

1. Answering paragraph I of the Complaint, the District admits that Complainant Michael Paul English ("Complainant") is employed as a teacher of the District. The District is without sufficient knowledge or information to admit or deny the remaining allegations in said paragraph, and therefore denies the allegations.

2. Answering paragraph II of the Complaint, the District admits that the Clark County Education Association ("CCEA") is an employee organization under NRS 288.040 and is recognized as the exclusive representative of all licensed personnel employed by the School District, excluding the Superintendent and employees paid on the Unified Administrative Salary

1 Schedule. The District admits that CCEA's address is 4230 McLeod Dr., Las Vegas, NV 89121.
2 The District is without sufficient knowledge or information to admit or deny the remaining
3 allegations in said paragraph, and therefore denies the allegations.

4 3. Answering paragraph III of the Complaint, the District admits that it is a local
5 government employer in accordance with NRS 288.060 and has an address at 5100 W. Sahara
6 Ave., Las Vegas, NV 89146. The District is without sufficient knowledge or information to
7 admit or deny the remaining allegations in said paragraph, and therefore denies the allegations.

8 4. Answering paragraph IV of the Complaint, the District admits the allegations
9 contained therein.

10 5. Answering paragraph V of the Complaint, the District admits that the Local
11 Government Employee-Management Relations Act was passed by the Nevada Legislature in
12 1969 and has been codified in Chapter 288 of the Nevada Revised Statutes. The District is
13 without sufficient knowledge or information to admit or deny the allegations in said paragraph,
14 and therefore denies the allegations.

15 6. Answering paragraph VI of the Complaint, the paragraph calls for a legal
16 conclusion for which no response is required. To the extent a response is required, the District
17 admits that NRS 288.150 states what it states and otherwise denies any remaining allegations
18 contained therein.

19 7. Answering paragraph VII of the Complaint, the paragraph calls for a legal
20 conclusion for which no response is required. To the extent a response is required, the District
21 admits that the cited decisions state what they state and otherwise denies any remaining
22 allegations contained therein.

23 8. Answering paragraph VIII of the Complaint, the paragraph calls for a legal
24 conclusion for which no response is required. To the extent a response is required, the District
25 admits that the cited decision states what it states and otherwise denies any remaining allegations
26 contained therein.

27 9. Answering paragraph IX of the Complaint, the paragraph calls for a legal
28 conclusion for which no response is required. To the extent a response is required, the District

1 admits that the cited statutes state what they state and otherwise denies any remaining allegations
2 contained therein.

3 10. Answering paragraph X of the Complaint, the paragraph calls for a legal
4 conclusion for which no response is required. To the extent a response is required, the District
5 admits that the cited statute states what it states and otherwise denies any remaining allegations
6 contained therein.

7 11. Answering paragraph XI of the Complaint, the District denies the allegations
8 contained therein.

9 **FIRST CLAIM FOR RELIEF**

10 **(Violations of the Respondents' Negotiated Agreement & Unlawful Disparate 11 Treatment as Against CCSD)**

12 12. Answering paragraph 1 of the Complaint, the District repeats and reasserts its
13 responses to each of the preceding paragraphs as if fully set forth herein.

14 13. Answering paragraph 2 of the Complaint, the District admits that Complainant is
15 employed as a central-based Adapted Physical Education Teacher with the District. The District
16 denies the remaining allegations contained therein.

17 14. Answering paragraph 3 of the Complaint, the District admits that Article 26-19 of
18 the Negotiated Agreement between the District and CCEA states what it states. The District
19 denies the remaining allegations contained therein.

20 15. Answering paragraph 4 of the Complaint, the District admits that on or about
21 May 26, 2026, Complainant had a conversation with the District's Superintendent and/or Chief
22 Human Resources Officer wherein it was expressed that Complainant's concern was being
23 looked into for resolution. The District is without sufficient knowledge or information to admit
24 or deny the remaining allegations in said paragraph, and therefore denies the allegations.

25 16. Answering paragraph 5 of the Complaint, the District denies the allegations
26 contained therein.

27 17. Answering paragraph 6 of the Complaint, the District denies the allegations
28 contained therein.

1 18. Answering paragraph 7 of the Complaint, the District denies the allegations
2 contained therein.

3 19. Answering paragraph 8 of the Complaint, the District denies the allegations
4 contained therein.

5 **SECOND CLAIM FOR RELIEF**

6 **(Breach of Duty of Fair Representation as Against CCEA)**

7 20. Answering paragraph 9 of the Complaint, the District repeats and reasserts its
8 responses to each of the preceding paragraphs as if fully set forth herein.

9 21. Answering paragraph 10 of the Complaint, the paragraph is not directed at the
10 District; therefore, no response is required from the District. To the extent that a response is
11 required, the District states it is without sufficient knowledge or information to admit or deny the
12 allegations in said paragraph, and therefore denies the allegations.

13 22. Answering paragraph 11 of the Complaint, the paragraph is not directed at the
14 District; therefore, no response is required from the District. To the extent that a response is
15 required, the District states it is without sufficient knowledge or information to admit or deny the
16 allegations in said paragraph, and therefore denies the allegations.

17 23. Answering paragraph 12 of the Complaint, the paragraph is not directed at the
18 District; therefore, no response is required from the District. To the extent that a response is
19 required, the District states it is without sufficient knowledge or information to admit or deny the
20 allegations in said paragraph, and therefore denies the allegations.

21 24. Answering paragraph 12(A) of the Complaint, the paragraph is not directed at the
22 District; therefore, no response is required from the District. To the extent that a response is
23 required, the District admits that Complainant filed a grievance concerning Article 26-19 of the
24 Negotiated Agreement between the District and CCEA, which was denied. The District denies
25 the remaining allegations contained therein.

26 25. Answering paragraph 12(B) of the Complaint, the paragraph is not directed at the
27 District; therefore, no response is required from the District. To the extent that a response is
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1 required, the District states it is without sufficient knowledge or information to admit or deny the
2 allegations in said paragraph, and therefore denies the allegations.

3 26. Answering paragraph 12(C)(i)-(iii) of the Complaint, the paragraph is not directed
4 at the District; therefore, no response is required from the District. To the extent that a response
5 is required, the District states it is without sufficient knowledge or information to admit or deny
6 the allegations in said paragraph, and therefore denies the allegations.

7 27. Answering paragraph 12(D) of the Complaint, the paragraph is not directed at the
8 District; therefore, no response is required from the District. To the extent that a response is
9 required, the District states it is without sufficient knowledge or information to admit or deny the
10 allegations in said paragraph, and therefore denies the allegations.

11 28. Answering paragraph 13 of the Complaint, the paragraph is not directed at the
12 District; therefore, no response is required from the District. To the extent that a response is
13 required, the District states it is without sufficient knowledge or information to admit or deny the
14 allegations in said paragraph, and therefore denies the allegations.

15 **REQUEST AND PRAYER FOR RELIEF**

16 1. Answering the requests for relief 1 through 8 stated in the Complaint, the District
17 denies that Complainant is entitled to any relief as against the District.

18 **AFFIRMATIVE DEFENSES**

19 1. The Complaint fails to state a cognizable prohibited practice under NRS Chapter
20 288.

21 2. Any claims raised in the Complaint are untimely.

22 3. The Board lacks authority and jurisdiction to hear and decide contractual disputes
23 between employers and bargaining units.

24 4. Respondent's actions were authorized under Nevada law.

25 5. In the event further inquiry reveals the applicability of additional affirmative
26 defenses, the District reserves the right to amend its Answer to specifically assert additional
27 defenses.
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WHEREFORE, this answering Respondent prays as follows:

1. That the Complainant take nothing by way of this Complaint;

2. That judgment be awarded in favor of this answering Respondent, the Clark County School District;

3. That this answering Respondent, the Clark County School District, be awarded attorney's fees and costs in this matter; and

4. For such other and further relief as the Board deems just and appropriate.

DATED this 9th day of July, 2026.

CLARK COUNTY SCHOOL DISTRICT
OFFICE OF THE GENERAL COUNSEL

By: /s/ Crystal J. Pugh

CRYSTAL J. PUGH, ESQ.

Nevada Bar No. 12396

BETTY J. FOLEY, ESQ.

Nevada Bar No. 14517

5100 West Sahara Avenue

Las Vegas, Nevada 89146

Attorney for Respondent,

Clark County School District

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CERTIFICATE OF SERVICE

I hereby certify that on the 9th day of July, 2026, I sent a true and correct copy of the foregoing **CLARK COUNTY SCHOOL DISTRICT'S ANSWER** by U.S. Mail with first-class postage fully prepaid to the following:

Michael Paul English
1692 Wicklow Way
Henderson, NV 89014
Complainant, pro se

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

CCEA (Respondent)

Answer

DANTE DABAGHIAN, ESQ. (NV Bar No. 16837)
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(702) 465-2668
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 ANSWER**

CLARK COUNTY EDUCATION
ASSOCIATION; CLARK COUNTY
SCHOOL DISTRICT,
Respondents

COMES NOW, Respondent Clark County Education Association ("CCEA" or
"Association"), by and through its undersigned counsel, and for its Answer to the Complaint on
file herein, admits, denies, states, and alleges as follows:

STATEMENT OF JURISDICTION

1. Answering paragraph I of the Complaint, CCEA admits that Complainant
Michael English ("Complainant") is employed as a teacher at the Clark County School District
("CCSD"), and is a member of CCEA.

2. Answering paragraph II of the Complaint, CCEA admits that it is an employee
organization under NRS 288.040 and is the recognized exclusive representative of all licensed

1 personnel at CCSD, excluding administrators, and that its address is 4230 McLeod Drive, Las
2 Vegas, NV 89121.

3 3. CCEA admits to the allegations contained in paragraph III of the Complaint.

4 4. CCEA admits to the allegations contained in paragraph IV of the Complaint.

5 5. Answering paragraph V of the Complaint, CCEA admits that the Local
6 Government Employee-Management Relations Act was passed by the Nevada Legislature in
7 1969, codified by NRS 288.

8 6. Answering paragraph VI of the Complaint, the paragraph calls for a legal
9 conclusion for which no response is required. To the extent a response is required, CCEA admits
10 that NRS 288.150 states what it states.

11 7. Answering paragraph VII of the Complaint, the paragraph calls for a legal
12 conclusion for which no response is required. To the extent a response is required, CCEA admits
13 that the cited decisions state what they state.

14 8. Answering paragraph VIII of the Complaint, the paragraph calls for a legal
15 conclusion for which no response is required. To the extent a response is required, CCEA admits
16 that the cited decisions state what they state.

17 9. Answering paragraph IX of the Complaint, the paragraph calls for a legal
18 conclusion for which no response is required. To the extent a response is required, CCEA admits
19 that the cited statutes state what they state and otherwise denies any remaining allegations
20 contained therein.

21 10. Answering paragraph X of the Complaint, the paragraph calls for a legal
22 conclusion for which no response is required. To the extent a response is required, CCEA admits
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1 that the cited statute states what it states and otherwise denies any remaining allegations
2 contained therein.

3 11. CCEA denies the allegations in paragraph XI of the Complaint.

4 **FIRST CLAIM FOR RELIEF**

5 **(Violations of the Respondents' Negotiated Agreement & Unlawful Disparate**
6 **Treatment as Against CCSD)**

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8 12. Answering paragraph 1 of the Complaint, CCEA repeats and reasserts its
9 responses to each of the preceding paragraphs as if fully set forth herein.

10 13. Answering paragraph 2 of the Complaint, this paragraph is not directed at CCEA,
11 therefore, no response is required. To the extent that a response is required, CCEA admits that
12 Complainant is employed as a centrally-based Adapted Physical Education Teacher at CCSD.
13 CCEA denies the remaining allegations contained therein.

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15 14. Answering paragraph 3 of the Complaint, this paragraph is not directed at CCEA,
16 therefore, no response is required. To the extent that a response is required, CCEA admits that
17 Article 26-19 of the Negotiated Agreement between the Association and CCSD states what it
18 states, except that the Board of Trustees of the District possesses the authority to designate
19 positions within the District for which there are critical labor shortages at an open public
20 meeting, pursuant to NRS 286.523(4)(d). CCEA denies any remaining allegations contained
21 therein.

22
23 15. Answering paragraph 4 of the Complaint, this paragraph is not directed at CCEA,
24 therefore, no response is required. To the extent that a response is required, CCEA is without
25 sufficient knowledge or information to admit or deny the allegations in this paragraph, and
26 therefore, denies those allegations.
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1 16. Answering paragraph 5 of the Complaint, this paragraph is not directed at CCEA,
2 therefore, no response is required. To the extent that a response is required, CCEA admits that
3 the Association and CCSD, pursuant to their negotiations, agreed that centrally assigned,
4 itinerant employees do not qualify for the extra compensation under Article 26-19 of the
5 Negotiated Agreement. CCEA is without sufficient knowledge or information to admit or deny
6 the remaining allegations in this paragraph, and therefore, denies those allegations.
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8 17. Answering paragraph 6 of the Complaint, this paragraph is not directed at CCEA,
9 therefore, no response is required. To the extent that a response is required, CCEA is without
10 sufficient knowledge or information to admit or deny the allegations in this paragraph, and
11 therefore, denies those allegations.
12

13 18. Answering paragraph 7 of the Complaint, this paragraph is not directed at CCEA,
14 therefore, no response is required. To the extent that a response is required, CCEA denies the
15 allegations in this paragraph.
16

17 19. Answering paragraph 8 of the Complaint, this paragraph is not directed at CCEA,
18 therefore, no response is required. To the extent that a response is required, CCEA denies the
19 allegations in this paragraph.
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SECOND CLAIM FOR RELIEF

(Breach of Duty of Fair Representation as Against CCEA)

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22 20. Answering paragraph 9 of the Complaint, CCEA repeats and reasserts its
23 responses to each of the preceding paragraphs as if fully set forth herein.
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25 21. Answering paragraph 10 of the Complaint, the paragraph calls for a legal
26 conclusion for which no response is required. To the extent a response is required CCEA, admits
27 that the cited case states what it states. CCEA denies the remaining allegations contained therein.
28

1 22. CCEA admits the allegations in paragraph 11 of the Complaint.

2 23. Answering paragraph 12 of the Complaint, the paragraph calls for a legal
3 conclusion for which no response is required. To the extent a response is required, CCEA denies
4 the allegations contained therein.

5 24. Answering paragraph 12(A) of the Complaint, CCEA admits that Complainant
6 filed a grievance alleging entitlement to the extra compensation pursuant to Article 26-19 of the
7 Negotiated Agreement, which CCSD denied. CCEA denies any remaining allegations contained
8 therein.

9 25. Answering paragraph 12(B) of the Complaint, CCEA admits that there was a
10 correspondence between Complainant and CCEA Chief of Staff Alex Shelton surrounding
11 Article 26-19 of the Negotiated Agreement, and the process for filing a grievance challenging his
12 denial of extra compensation under Article 26-19. CCEA denies any remaining allegations
13 contained therein.

14 26. Answering paragraph 12(C) of the Complaint, CCEA admits that its Member
15 Rights Committee ("MRC") conducted a hearing on May 21, 2026 for Complainant's grievance
16 in order to determine if the grievance possessed sufficient merit to proceed to arbitration pursuant
17 to the Negotiated Agreement, which Complainant attended and gave a presentation to the
18 Committee. CCEA admits that the MRC determined after holding this hearing that
19 Complainant's grievance should not proceed to arbitration. CCEA denies any remaining
20 allegations contained therein.

21 27. CCEA denies the allegations in paragraph 12(C)(i) of the Complaint.

22 28. CCEA denies the allegations in paragraph 12(C)(ii) of the Complaint.

23 29. CCEA denies the allegations in paragraph 12(C)(iii) of the Complaint.

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1 30. Answering paragraph 12(D) of the Complaint, CCEA admits that it issued to
2 Complainant a written decision informing him that after his presentation of his case and the
3 MRC's deliberations, the Committee determined that his grievance should not proceed to
4 arbitration. CCEA denies any remaining allegations contained therein.

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6 31. Answering paragraph 13 of the Complaint, the paragraph calls for or requires a
7 legal conclusion, for which no response is required. To the extent a response is required, CCEA
8 denies the allegations in paragraph 13 of the Complaint.

9 **REQUEST AND PRAYER FOR RELIEF**

10 1. Answering the requests for relief 1 through 8 stated in the Complaint, CCEA
11 denies that Complainant is entitled to any relief as against the Association.

12 **AFFIRMATIVE DEFENSES**

13
14 1. The Complaint fails to state a cognizable prohibited practice under NRS 288.
15 2. Any claims raised in the Complaint are untimely.
16 3. The Board lacks the authority and jurisdiction to hear and decide contractual
17 disputes between employers and bargaining units.

18 4. Respondent's actions were authorized under Nevada law.
19 5. Respondent represented Complainant as required under its duty of fair
20 representation and as otherwise required under NRS 288.

21
22 6. The Complaint raises internal union matters between an employee organization
23 and a local government employee for which the Board lacks the authority and jurisdiction to hear
24 and decide.

25
26 7. In the event further inquiry reveals the applicability of additional affirmative
27 defenses, CCEA reserves the right to amend its Answer to specifically assert additional defenses.
28

1 **WHEREFORE**, this answering Respondent prays as follows:

2 1. That the Complainant take nothing by way of this Complaint;

3 2. That judgment be awarded in favor of this answering Respondent, Clark County
4 Education Association;

5 3. That this answering Respondent, Clark County Education Association, be
6 awarded attorney's fees and costs in this matter; and
7

8 4. For such other and further relief as the Board deems just and appropriate.
9

10 **DATED this 14th day of July, 2026.**
11



12
13 Dante Dabaghian (NV Bar No. 16837)
14 General Counsel
15 Clark County Education Association
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17 Las Vegas, NV 89121
18 ddabaghian@ccea-nv.org
19 Attorney for Respondent, CCEA
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Complainant (pro se)

AN EMPLOYEE OF CCEA