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FILED
October 8, 2024
State of Nevada
E.M.R.B.
12:51 p.m.

6 *Attorneys for Complainant*

8 ~~XXXX~~ STATE OF NEVADA
9 LOCAL GOVERNMENT EMPLOYEE-MANAGEMENT
RELATIONS BOARD

11 ASHLEY DESOUZA,

CASE NO.: 2024-035

12 Complainant,

13 v.

COMPLAINT

14 CLARK COUNTY EDUCATION
ASSOCIATION; CLARK COUNTY
15 SCHOOL DISTRICT, a Political Subdivision
of the State of Nevada,

16 Respondent.

17
18 COMES NOW Complainant ASHLEY DESOUZA by and through her counsel, the law
19 firm of HATFIELD & ASSOCIATES and respectfully submit the following Complaint.

20 STATEMENT OF JURISDICTION

21 I.

22 At all relevant times herein, the Complainant, ASHLEY DESOUZA (hereinafter
23 “DeSouza”) is and was a teacher and was employed by the Clark County School District
24 (hereinafter “CCSD”), and was a dues paying member of the Clark County Education
25 Association (hereinafter “CCEA”). DeSouza’s current address is: 31 Paladin Ct., Henderson,
26 NV 89074.
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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 all of the personnel employed by the county, with the exception of such employees as are excluded by NRS Chapter 288. CCEA’s current address is 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 2832 E. Flamingo Road, Las Vegas, NV 89121.

IV.

The CCSD and the CCEA are parties to a Negotiated Agreement (hereinafter “Agreement”). The current Agreement between CCSD and CCEA was entered into on or about December 20, 2023.

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 as follows:

“ . . . every local government employer shall negotiate in good faith. . . . concerning the mandatory subjects of bargaining. . . . with the designated representatives of the recognized employee organization, . . . for each appropriate bargaining unit among its employees.”

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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 “per se” refusal to bargain. *NLRB v. Katz*, 369 U.S. 736, 50 LRRM 2177 (1962); *Las Vegas Police Protective Associates Metro. Inc. v. City of Las Vegas*, Case No. A1-045461, Item No. 248 (1990).

VII.

“[A]ny attempt to unilaterally implement changes prior to the exhausted of procedures promulgated under the public bargaining statute constitutes a prohibited practice.” *Reno Police Protective Association v. City of Reno*, Case No. A1-045390, Item No. 175 (1985), at 4 (citing *Wasco County vs. AFSCME*, 613 P. 2 1067 (Ore. App. 1980)).

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 this chapter by any local government employer, local government employee or employee organization.”

XI.

Employees and recognized employee organizations are further required to raise before this Board issues within the jurisdiction of the Board before resorting to civil suit. *Rosequist v. Int’l Ass’n of Firefighters*, 118 Nev. Adv. Op. No. 47, 49 P.3d 651 (2002).

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XII.

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2 Unilateral changes by an employer during the course of a collective bargaining
3 relationship concerning matters which are mandatory subjects of bargaining are regarded as “per
4 se” refusal to bargain. *NLRB v. Katz*, 369 U.S. 736, 50 LRRM 2177 (1962); *Las Vegas Police*
5 *Protective Associates Metro. Inc. v. City of Las Vegas*, Case No. A1-045461, Item No. 248
6 (1990).

FIRST CLAIM FOR RELIEF

Violations of the Respondents’ Negotiated Agreement Regarding Salary As Against CCSD

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10 1. DeSouza was a dedicated employee of CCSD, serving as a special education
11 teacher licensed by the Nevada Department of Education from 2009 until 2018, at which point
12 she took a break from CCSD and returned in July of 2023. On February 1, 2024, DeSouza was
13 subject to a reduction in salary in violation of the Agreement between CCEA and CCSD. The
14 following facts are pertinent to this grievance:

- 15
16 (A) DeSouza has worked for CCSD for 9 years.
17
18 (B) DeSouza has a master’s degree in special education.
19
20 (C) In January of 2018, DeSouza temporarily left CCSD due to a medical leave.
21
22 (D) In the 2018-2019 school year DeSouza worked for a Charter School, which
23 CCSD recognizes as a year of experience.
24
25 (E) On July 26, 2023, DeSouza returned to employment with CCSD at the agreed
26 upon payrate of Step and Column (hereinafter “Paygrade”) of E-II, based on her Offer of
27 Employment.
28 (F) The Offer of Employment states that “The above-stated step, column, and base
salary, are subject to the applicable Negotiated Agreement”.
- (G) The Licensed Professional Salary Table as of the time of her Offer of

1 Employment had an effective date of July 1, 2023, with an implementation date of
2 February 1, 2024.

3 (H) On February 1, 2024, a new Salary Table was implemented per the Agreement
4 between CCEA and CCSD.

5 (I) DeSouza did not receive a pay increase in line with her seniority and education,
6 or the previously agreed upon paygrade from her Offer of Employment, but instead her
7 paygrade was unilaterally lowered by CCSD.

8 (J) DeSouza was not given any statement setting forth the reasons upon which her
9 paygrade was changed.

10 (K) Pursuant to the Agreement and DeSouza's Offer of Employment with CCSD,
11 DeSouza should have been receiving an annual salary of \$67,626.00 as an E-II for the
12 2023/2024 school year. This is without regard for the fact that her seniority and
13 education level as per the Negotiated Agreement should have placed her paygrade as I-
14 IV, which has a salary of \$86,375.00. We are now in the 2024/2025 school year which
15 has an updated pay table.

16 (L) After the pay table change was implemented on February 1, 2024, DeSouza's
17 new paygrade was reduced to D-I, providing an annual salary of \$59,814.00.

18 (M) On February 20, 2024, DeSouza made a grievance regarding her rate of pay.

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22 **SECOND CLAIM FOR RELIEF**

23 **Breach of Duty of Fair Representation As Against CCEA**

- 24
- 25 2. DeSouza repeats and realleges each and every allegation contained in the First and
26 Claim for Relief asserted above as if each was set forth at this time in their entirety.
 - 27 3. Fair representation of an employee by a union involving the implementation of the terms
28 of a negotiated agreement is a right. The failure of the union to fairly represent an

1 employee interferes with the employee's right. *Rosequist v. Int'l Ass'n of Firefighters*
2 *Local 1908*, 118 Nev. 444, 449 (Nev. 2002) (abrogated on other grounds by *Allstate Ins.*
3 *Co. v. Thorpe*, 123 Nev. 565 (2007).

- 4 4. At all relevant times DeSouza was a member of CCEA.
5 5. At all relevant times DeSouza had a right to fair representation by CCEA.
6 6. CCEA conducted itself in a manner that was arbitrary, discriminatory, and/or bad faith
7 with respect to the circumstances surrounding DeSouza's reduction in salary.
8 7. CCEA breached its duty of fair representation, including but not limited to the
9 following:
10
11 (A) On February 20, 2024, DeSouza made a formal grievance regarding her reduction in
12 salary in violation of the Agreement. The hearing for which was held on March 5,
13 2024.
14
15 (B) On March 6, 2024, DeSouza received a denial of her grievance on the simple basis
16 that she "failed to establish a violation of the Negotiated Agreement."
17
18 (C) On March 7, 2024, DeSouza emailed Linda West with CCEA, asking how to initiate
19 an arbitration. DeSouza received a response on March 8, 2024, from Alexandria
20 Shelton, CCEA's Chief of Staff. The response notified her that CCEA would stop
21 the timeline of the grievance with CCSD so that DeSouza could present her
22 grievance to the Members Rights Committee (hereinafter "MRC"). After which
23 CCEA would determine if they would move to arbitration.
24
25 (D) ON March 28, 2024, DeSouza attended the MRC meeting, and on April 1, 2024, she
26 received notice that the MRC decided against arbitrating any grievance. No further
27 explanation was provided, despite multiple requests for explanation made by
28 DeSouza.

1 (E) On April 10, 2024, DeSouza delivered a letter to RoAnn Triana, the Human
2 Resources Officer for CCSD, notifying them of her intent to arbitrate.

3 (F) On April 30, 2024, DeSouza sent a letter to the Executive Board of CCEA notifying
4 them of her intent to arbitrate.

5 (G) DeSouza was shortly thereafter made to attend another meeting on June 2, 2024, to
6 decide whether CCEA would arbitrate. On June 3, 2024, she received a response
7 from that meeting which again denied her arbitration.
8

9 (H) On June 18, 2024, DeSouza attempted through private counsel to request arbitration,
10 which was denied as it violated the Negotiated Agreement, which dictates that only
11 CCEA may request arbitration.
12

13 (I) DeSouza has repeatedly sought assistance through CCEA for relief regarding her
14 reduction in salary. At each turn they have denied her any meaningful resolution and
15 denied her requests to move towards arbitration.
16

17 **REQUEST AND PRAYER FOR RELIEF**

18 WHEREFORE, Complainant, Ashley DeSouza, prays for relief as follows:

19 1. For a finding in favor of Complainant and against Respondent on each and every
20 Claim for Relief in this Complaint;

21 2. For a finding that the practice of reducing pay of CCSD employees without notice,
22 explanation or justification is a prohibited practice under the Agreement and the disciplinary
23 process, which CCSD and CCEA must immediately cease;
24

25 3. For a finding that DeSouza received an improper reduction in salary without proper
26 bargaining representation;

27 4. For a finding that CCEA breached a duty of fair representation with respect to
28 DeSouza's reduction in salary;

1 5. For an order that Respondents cease and desist from all prohibited and unfair labor
2 practices found herein;

3 6. For an order that DeSouza have her salary be reflective of her actual seniority and
4 education levels, or in the alternative her previously agreed upon paygrade from her Offer of
5 Employment immediately reinstated by CCSD;

6 7. For an order that DeSouza be immediately compensated all back pay, as a result of the
7 reduction in pay in contravention of the Agreement;

8 8. For costs and attorney's fees required to bring this action; and

9 9. For such other and further relief as the Board deems appropriate under the
10 circumstances.
11

12
13 DATED this 8th day of October, 2024.
14

15
16 HATFIELD & ASSOCIATES, LTD.

17 /s/ Trevor J. Hatfield

18 By: _____

19 TREVOR J. HATFIELD

20 Nevada Bar No. 7373

21 **HATFIELD & ASSOCIATES, LTD.**

22 703 South Eighth Street

23 Las Vegas, Nevada 89101

24 (702) 388-4469 Tel.

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27 Attorneys for Complainant
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1 DANTE DABAGHIAN, ESQ. (NV Bar No. 16837)
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FILED
November 4, 2024
State of Nevada
E.M.R.B.
9:16 a.m.

STATE OF NEVADA

GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

7 ASHLEY DESOUZA,
8 Complainant,

Case No.: 2024-035

9 vs.

**RESPONDENT CLARK COUNTY EDUCATION
ASSOCIATION'S ANSWER**

10 CLARK COUNTY EDUCATION
11 ASSOCIATION; CLARK COUNTY
12 SCHOOL DISTRICT,
13 Respondents

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

STATEMENT OF JURISDICTION

I.

17 Answering paragraph I of the Complaint, CCEA admits that Ashley DeSouza
18 (Complainant) was and is a teacher employed at the Clark County School District (CCSD) and
19 that her address is the one reflected in the Complaint. However, CCEA finds that it may be
20 pertinent to point out that Complainant did not become a dues paying member of the union until
21 February 1, 2024.

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II.

CCEA admits the allegations in paragraph II of the Complaint.

III.

CCEA admits the allegations in paragraph III of the Complaint.

IV.

CCEA admits the allegations in paragraph IV of the Complaint.

V.

CCEA admits the allegations in paragraph V of the Complaint.

VI.

CCEA admits the allegations in paragraph VI of the Complaint.

VII.

CCEA admits the allegations in paragraph VII of the Complaint.

VIII.

The Complaint lists what is likely paragraph VIII as paragraph VII as well. Assuming that Complainant meant to refer to this section as paragraph VIII, CCEA admits the allegations.

IX.

CCEA admits the allegations in paragraph IX of the Complaint.

X.

CCEA admits the allegations in paragraph X of the Complaint.

XI.

CCEA admits the allegations in paragraph XI of the Complaint.

XII.

CCEA admits the allegations in paragraph XII of the Complaint.

FIRST CLAIM FOR RELIEF

While the Complaint’s First Claim for Relief is labeled as a “Violation of the Respondents’ Negotiated Agreement Regarding Salary As Against CCSD,” it also appears to make allegations against CCEA. Therefore, CCEA will address the allegations set forth in this section.

1. Answering paragraph 1 in the Complaint’s first claim for relief, CCEA admits that Complainant was employed from 2009 to 2018 at CCSD, and then returned to work for CCSD in July 2023. CCEA denies that Complainant was subject to a reduction in salary in violation of the Agreement between CCEA and CCSD.

(A) CCEA admits the allegations in paragraph 1(A) of the Complaint.

(B) CCEA admits the allegations in paragraph 1(B) of the Complaint.

(C) CCEA admits the allegations in paragraph 1(C) of the Complaint.

(D) CCEA defers to CCSD’s response in paragraph 1(D) of the Complaint.

(E) CCEA admits the allegations in paragraph 1(E) of the Complaint.

(F) CCEA admits the allegations in paragraph 1(F) of the Complaint. However, CCEA finds it pertinent to quote the rest of what is stated in Complainant’s offer letter from CCSD: “The above-stated effective start date, contract days, step, column, and base salary are subject to the applicable Negotiated Agreement, **which is constantly being negotiated** and may or may not be finalized as of the date of this offer.”

(G) CCEA denies the allegations in paragraph 1(G) of the Complaint.

(H) CCEA admits the allegations in paragraph 1(H) of the Complaint.

(I) CCEA denies the allegations in paragraph 1(I) of the Complaint.

1 (J) CCEA is without sufficient knowledge or information to admit or deny the
2 remaining allegations in paragraph 1(J) of the Complaint and therefore, denies
3 those allegations.

4 (K) Answering paragraph 1(K) of the Complaint, CCEA admits the allegation that
5 the 2024-2025 school year is in session, and, as of September 1, 2024 for CEY
6 personnel, and October 1, 2024 for CER personnel an updated salary table has
7 been implemented. However, CCEA denies the allegations that Complainant
8 should have been placed at E-II or I-IV on the salary table that became effective
9 on February 1, 2024.

10 (L) Answering paragraph 1(L), CCEA admits the allegation that Complainant's
11 annual salary as of February 1, 2024 was raised to \$59,814, and the allegation that
12 her placement on the salary table that became effective on February 1, 2024 was
13 D-I. However, CCEA denies the allegation that her paygrade was "reduced."

14 (M) CCEA admits the allegations in paragraph 1(M) of the Complaint.

15 **SECOND CLAIM FOR RELIEF**

- 16 2. CCEA repeats its responses to each allegation above.
- 17 3. CCEA admits the allegations in paragraph 3 of the Complaint.
- 18 4. CCEA admits the allegations in paragraph 4 of the Complaint, but finds it potentially
19 pertinent to point out that Complainant did not become a member of CCEA until February 1,
20 2024.
- 21 5. CCEA admits the allegations in paragraph 5 of the Complaint.

1 6. Answering paragraph 6 of the Complaint, CCEA responds that the allegations call for
2 a legal conclusion to which no response is required. To the extent a response is required, CCEA
3 denies the allegations contained therein.

4 7. Answering paragraph 7 of the Complaint, CCEA responds that the allegations call for
5 a legal conclusion to which no response is required. To the extent a response is required, CCEA
6 denies the allegations contained therein.

7 (A) CCEA admits the allegations in paragraph 7(A) of the Complaint.

8 (B) CCEA admits the allegations in paragraph 7(B) of the Complaint.

9 (C) CCEA admits the allegations in paragraph 7(C) of the Complaint.

10 (D) Answering paragraph 7(D) of the Complaint, CCEA admits the allegation that
11 Complainant attended the Member Rights Committee (MRC) meeting on March
12 28, 2024, and the allegation that on or around April 1, 2024, the MRC decided
13 against arbitrating her grievance. However, CCEA denies the allegation that no
14 further explanation was given to Complainant for why CCEA declined to arbitrate
15 her grievance.

16 (E) CCEA is without sufficient knowledge or information to admit or deny the
17 allegations in paragraph 7(E) of the Complaint, and therefore, denies those
18 allegations.

19 (F) CCEA admits the allegations in paragraph 7(F) of the Complaint.

20 (G) To the extent that Complainant attended CCEA's Executive Board meeting on
21 June 2, 2024, CCEA admits the allegation. However, CCEA denies that she was
22 "made to attend" the meeting. CCEA admits the allegation that she was informed
23 on June 3, 2024 that the Executive Board upheld the MRC's decision not to

1 arbitrate her grievance.

2 (H) Answering paragraph 7(H) of the Complaint, CCEA admits the allegation that
3 Complainant requested through private counsel arbitration of her grievance to
4 CCSD, and that CCSD denied to do this on the premise that the Negotiated
5 Agreement dictates that only CCEA may request arbitration. However, CCEA
6 finds it potentially pertinent to note that Complainant’s attorney made this request
7 on June 21, 2024.

8 (I) Answering paragraph 7(I) of the Complaint, CCEA admits the allegation that
9 Complainant sought assistance from CCEA, and the allegation that CCEA
10 decided against arbitrating her grievance. However, CCEA denies the allegation
11 that her salary was reduced, and denies the allegation that CCEA “denied her any
12 meaningful resolution” for her grievance.

13 **AFFIRMATIVE DEFENSES**

14 1. In the event further inquiry reveals the applicability of affirmative defenses,
15 CCEA reserves the right to amend its Answer to specifically assert affirmative defenses.

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

- 17 1. That the Complainant take nothing by way of this Complaint;
18 2. That judgment be awarded in favor of Respondent CCEA;
19 3. That Respondent CCEA be awarded attorney’s fees and costs in this matter; AND
20 4. For such other and further relief as the Board deems just and appropriate.

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1 DATED this 4th day of November , 2024.



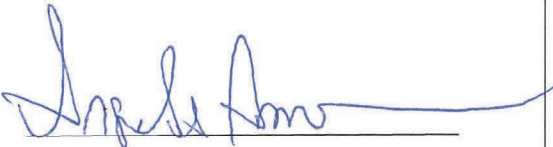
3 Dante Dabaghian (NV Bar No. 16837)
4 General Counsel
5 Clark County Education Association
6 4230 McLeod Drive
7 Las Vegas, NV 89121
8 ddabaghian@ccea-nv.org
9 *Attorney for Complainants, CCEA*

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CERTIFICATE OF MAILING

I hereby certify that on the 4th day of November, 2024, I deposited a true and correct copy of the foregoing **ANSWER** in the United States Mail, postage prepaid thereon, addressed as follows:

TREVOR J. HATFIELD, ESQ.
HATFIELD & ASSOCIATES, LTD.
703 S. Eighth Street
Las Vegas, NV 89101
702-388-4469
Attorney for Complainant


AN EMPLOYEE OF CCEA

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

FILED
November 8, 2024
State of Nevada
E.M.R.B.
3:05 p.m.

7 **STATE OF NEVADA**

8 **GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD**

9 ASHLEY DESOUZA,

10 Complainant,

11 v.

12 CLARK COUNTY EDUCATION
13 ASSOCIATION; CLARK COUNTY
14 SCHOOL DISTRICT, a Political Subdivision
15 of the State of Nevada,

16 Respondent.

CASE NO.: 2024-035

**CLARK COUNTY SCHOOL DISTRICT'S
ANSWER**

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

20 **STATEMENT OF JURISDICTION**

21 1. Answering paragraph I of the Complaint, the District admits that Ashley DeSouza
22 (“DeSouza”) is a licensed educator employed at the District. The District is without sufficient
23 knowledge or information to admit or deny the remaining allegations in paragraph I of the
24 Complaint and therefore, denies those allegations.

25 2. Answering paragraph II of the Complaint, the District admits that the Clark County
26 Education Association (“CCEA”) is the recognized, exclusive bargaining representative for
27 teachers within the District in accordance with NRS 288.160, is an employee organization in
28

1 accordance with NRS 288.060, and that it maintains an office at 4230 McLeod Dr., Las Vegas, NV
2 89121. The District denies the remaining allegations contained therein.

3 3. Answering paragraph III of the Complaint, the District admits that it is a local
4 government employer in accordance with NRS 288.060 and that it maintains offices at 2832 East
5 Flamingo Road, Las Vegas, NV 89121. The District is without sufficient knowledge or
6 information to admit or deny the remaining allegations in said paragraph, and therefore denies the
7 allegations.

8 4. Answering paragraph IV of the Complaint, the District admits that it and CCEA
9 agreed on a 2023-2025 Negotiated Agreement that was accepted by an arbitrator on December 20,
10 2023. The District is without sufficient knowledge or information to admit or deny the remaining
11 allegations in said paragraph, and therefore denies the allegations.

12 5. Answering paragraph V of the Complaint, the District admits a bill referred to as
13 the Local Government Employee-Management relations Act was passed by the State of Nevada
14 Legislature in 1969 and was codified in Chapter 288 of the Nevada Revised Statutes. The District
15 denies the remaining allegations contained therein.

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

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

24 8. Answering paragraph VII (sic) of the Complaint, that paragraph calls for or requires
25 a legal conclusion, for which no response is required. To the extent that a response is required, the
26 District admits that the referenced decisions state what they state and denies any remaining
27 allegations contained therein.

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1 16. Answering paragraph 1(C) of the Complaint, the District admits that DeSouza left
2 her employment with the District on January 23, 2018. The District denies the remaining
3 allegations contained therein.

4 17. Answering paragraph 1(D) of the Complaint, the District admits, upon information
5 and belief, that DeSouza worked for a charter school during the 2018-2019 school year, and that
6 her time worked at the charter school counts as experience under the applicable Negotiated
7 Agreement between the District and CCEA. The District is without sufficient knowledge or
8 information to admit or deny the remaining allegations in said paragraph, and therefore denies the
9 allegations.

10 18. Answering paragraph 1(E) of the Complaint, the District admits that DeSouza was
11 rehired with the District as a licensed educator on July 26, 2023, and her salary placement was and
12 remains in accordance with the applicable Negotiated Agreement between the District and CCEA.
13 The District is without sufficient knowledge or information to admit or deny the remaining
14 allegations in said paragraph, and therefore denies the allegations.

15 19. Answering paragraph 1(F) of the Complaint, the District admits that DeSouza was
16 provided a conditional offer of employment on or about May 16, 2023 which stated, among other
17 things: “The above-stated effective start date, contract days, step, column, and base salary are
18 subject to the applicable Negotiated Agreement, which is constantly being negotiated and may or
19 may not be finalized as of the date of this offer. By accepting this offer, you understand and agree
20 that these terms may change pursuant to any new or revised provisions of the applicable
21 Negotiated Agreement.” The District denies the remaining allegations contained therein.

22 20. Answering paragraph 1(G) of the Complaint, the District denies the allegations
23 contained therein.

24 21. Answering paragraph 1(H) of the Complaint, the District admits it and CCEA
25 agreed on a 2023-2025 Negotiated Agreement which included a salary schedule that was
26 implemented on February 1, 2024. The District is without sufficient knowledge or information to
27 admit or deny the remaining allegations in said paragraph, and therefore denies the allegations.

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1 30. Answering paragraph 5 of the Complaint, the paragraph is not directed at the
2 District and further calls for or requires a legal conclusion; therefore, no response is required from
3 the District. To the extent that a response is required, the District is without sufficient knowledge
4 or information to admit or deny the allegations in said paragraph, and therefore denies the
5 allegations.

6 31. Answering paragraph 6 of the Complaint, the paragraph is not directed at the
7 District and further calls for or requires a legal conclusion; therefore, no response is required from
8 the District. To the extent that a response is required, the District is without sufficient knowledge
9 or information to admit or deny the allegations in said paragraph, and therefore denies the
10 allegations.

11 32. Answering paragraph 7 of the Complaint, the paragraph is not directed at the
12 District and further calls for or requires a legal conclusion; therefore, no response is required from
13 the District. To the extent that a response is required, the District is without sufficient knowledge
14 or information to admit or deny the allegations in said paragraph, and therefore denies the
15 allegations.

16 33. Answering paragraph 7(A) of the Complaint, the paragraph is not directed at the
17 District; therefore, no response is required from the District. To the extent that a response is
18 required, the District admits that DeSouza filed a grievance with the District regarding her salary
19 placement under the 2023-2025 Negotiated Agreement between the District and CCEA, and a
20 related contractual hearing was held on March 5, 2024. The District is without sufficient
21 knowledge or information to admit or deny the remaining allegations in said paragraph, and
22 therefore denies the allegations.

23 34. Answering paragraph 7(B) of the Complaint, the paragraph is not directed at the
24 District; therefore, no response is required from the District. To the extent that a response is
25 required, the District admits that her grievance with the District regarding her salary placement
26 under the 2023-2025 Negotiated Agreement between the District and CCEA was denied. The
27 District is without sufficient knowledge or information to admit or deny the remaining allegations
28 in said paragraph, and therefore denies the allegations.

1 35. Answering paragraph 7(C) of the Complaint, the paragraph is not directed at the
2 District; therefore, no response is required from the District. To the extent that a response is
3 required, the District is without sufficient knowledge or information to admit or deny the
4 allegations in said paragraph, and therefore denies the allegations.

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

9 37. Answering paragraph 7(E) 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 is without sufficient knowledge or information to admit or deny the
12 allegations in said paragraph, and therefore denies the allegations.

13 38. Answering paragraph 7(F) 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 is without sufficient knowledge or information to admit or deny the
16 allegations in said paragraph, and therefore denies the allegations.

17 39. Answering paragraph 7(G) 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 is without sufficient knowledge or information to admit or deny the
20 allegations in said paragraph, and therefore denies the allegations.

21 40. Answering paragraph 7(H) of the Complaint, the paragraph is not directed at the
22 District and further calls for or requires a legal conclusion; therefore, no response is required from
23 the District. To the extent that a response is required, the District admits it received a letter dated
24 June 21, 2024 from DeSouza's attorney which requested arbitration of her denied, salary
25 placement grievance. The District is without sufficient knowledge or information to admit or deny
26 the remaining allegations in said paragraph, and therefore denies the allegations.

27 41. Answering paragraph 7(I) of the Complaint, the paragraph is not directed at the
28 District; therefore, no response is required from the District. To the extent that a response is

1 required, the District is without sufficient knowledge or information to admit or deny the
2 allegations in said paragraph, and therefore denies the allegations.

3 **REQUEST AND PRAYER FOR RELIEF**

4 1. Answering the requests for relief 1 through 9 stated in the Complaint, the District
5 denies that Complainant is entitled to any relief as against the District.

6 **AFFIRMATIVE DEFENSES**

7 1. The Complaint fails to state a cognizable prohibited practice under NRS Chapter
8 288.

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

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

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

13 5. In the event further inquiry reveals the applicability of additional affirmative
14 defenses, the District reserves the right to amend its Answer to specifically assert additional
15 defenses.

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

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

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

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

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

23 DATED this 8th day of November, 2024.

24 CLARK COUNTY SCHOOL DISTRICT
25 OFFICE OF THE GENERAL COUNSEL

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

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that on the 8th day of November, 2024, I sent a true and correct copy of the
3 foregoing **CLARK COUNTY SCHOOL DISTRICT’S ANSWER** by email and U.S. Mail with
4 first class postage fully prepaid to the following:

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/s/ Elsa C. Peña

An employee of the Office of the General
Counsel, Clark County School District