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2 CLARK COUNTY SCHOOL DISTRICT  
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FILED  
November 8, 2024  
State of Nevada  
E.M.R.B.  
2:56 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 MOTION TO DISMISS**

17 The CLARK COUNTY SCHOOL DISTRICT (“District”) moves to dismiss Ashley  
18 DeSouza’s (“Complainant’s”) Complaint as not raising a justiciable controversy or probable cause  
19 for consideration. The Complaint seeks to argue that the District committed a unilateral change to  
20 the terms and conditions negotiated with CCEA in the 2023-2025 Negotiated Agreement.  
21 However, what Complainant refuses to acknowledge is that the District is applying terms and  
22 conditions as negotiated between the District and CCEA. Complainant may not like the terms and  
23 how they apply to her circumstances, but she cannot maintain a claim for a unilateral change when  
24 a change does not exist.

25 **I. INTRODUCTION**

26 Despite Complainant’s efforts to allege otherwise, there is no justiciable issue or probable  
27 cause for the Board’s consideration in the instant Complaint as against the Clark County School  
28 District. Complainant has needlessly charged the District with a unilateral claim knowing full well

1 that the District has not committed any change without bargaining. Rather, what Complainant  
2 seeks to attack through her Complaint are the salary terms that the District negotiated with the  
3 Clark County Education Association (“CCEA”) through the collective bargaining process.

4 As identified in CCEA’s Motion to Dismiss, CCEA is the exclusive bargaining  
5 representative for teachers within the District and negotiated certain salary placement terms for the  
6 current negotiated agreement (the “2023-2025 Negotiated Agreement”) with the District. The  
7 terms included the initial salary placement/wages for licensed educators hired on or after  
8 February 1, 2024, and the placements/wages for existing licensed educators hired before  
9 February 1, 2024. Licensed educators hired before February 1, 2024, would receive a 10% wage  
10 increase based on their salary placement/wages in the existing agreement (the “2021-2023  
11 Negotiated Agreement”), which included retroactive pay to July 1, 2023. Because CCEA and the  
12 District negotiated a new Professional Salary Table (“PST”) for the 2023-2025 agreement, the  
13 parties agreed that licensed educators hired before February 1, 2024 would be placed on the PST in  
14 the column and step that most closely reflected the number, rounded up or down, that matched  
15 their salary/wage in the existing contract with the 10% wage increase. Licensed educators hired  
16 after February 1, 2024, would be placed in the PST directly in accordance with their education and  
17 years of experience.

18 Complainant seeks to conflate or collaterally attack the negotiated terms under the guise of  
19 a unilateral change. She maintains that the District failed to place her on the PST directly based on  
20 her education and years of experience, despite those parameters applying to licensed educators  
21 hired after February 1, 2024. Complainant was hired in July 2023. Complainant cannot escape that  
22 the only change to the salary terms in the current agreement are those bargained-for and negotiated  
23 between CCEA and the District. The District cannot commit a unilateral change that was  
24 negotiated; therefore, her claim against the District is without basis and should be dismissed. The  
25 District further requests an award for attorneys’ fees and costs for having to defend the frivolous  
26 claim.

27 ///

28 ///

1 **II. STATEMENT OF FACTS**

2 **A. The 2023-2025 Negotiated Agreement Between CCEA and the District.**

3 The District is a local government employer within the meaning of NRS 288.060 and  
4 CCEA is the recognized, exclusive bargaining representative for teachers within the District in  
5 accordance with NRS 288.160 and NRS 288.133. The parties entered into a 2021-2023 Negotiated  
6 Agreement whose terms applied while the parties negotiated a successor agreement. *See Relevant*  
7 *Pages of 2021-2023 Negotiated Agreement, attached hereto as Exhibit A; see also, Reno Police*  
8 *Protective Assoc. v. City of Reno, Item No. 175, EMRB Case No. A1-045390 (1985).*

9 CCEA and the District reached an arbitral agreement for a successor contract on  
10 December 20, 2023 following publicly well-known, contentious negotiations. The successor  
11 agreement—the 2023-2025 Negotiated Agreement—is effective from July 1, 2023 through  
12 June 30, 2025. *See Relevant Pages of 2021-2023 Negotiated Agreement, attached hereto as*  
13 **Exhibit B.** The Agreement includes a new negotiated salary table—the PST—whose  
14 implementation and application would apply to licensed educators based on their date of hire. *Id.* at  
15 pp. 4-5; *see also, Related Correspondence and PST, attached hereto as Exhibit C.* More  
16 specifically, licensed educators hired on or after February 1, 2024, would be placed directly in the  
17 PST based on their education and years of experience. *Id.*; *see also, CCEA’s Motion to Dismiss.*  
18 Licensed educators hired before February 1, 2024 (and before the implementation of the PST)  
19 would receive a 10% wage increase to their existing salary, as dictated by the 2021-2023  
20 Negotiated Agreement between the District and CCEA. *Id.* The wage increase would apply  
21 retroactively to July 1, 2023. *Id.* The parties also agreed to transition the existing licensed  
22 educators to the PST by placing them in the column and step that most closely reflected the  
23 number, rounded up or down, that matched their salary/wage in the 2021-2023 Negotiated  
24 Agreement with the 10% wage increase. *Id.* The parties did not agree to transition existing  
25 employees to the same column and step on the PST as their column and step in the 2021-2023  
26 Negotiated Agreement salary schedule. To argue otherwise, ignores the significant financial costs  
27 and implications of such a proposition in negotiations, the confines of funding, and the reality of  
28 what was bargained-for and negotiated.

1           **B. Complainant’s Employment with the District.**

2           Complainant was first employed by the District on September 30, 2009 through January 23,  
3 2018. She was subsequently rehired as a licensed educator on July 26, 2023 for the 2023-2024  
4 school year. *See* Offer of Employment, attached hereto as **Exhibit D**. At the time of her re-hire,  
5 her salary placement and wages were dictated by the 2021-2023 Negotiated Agreement between  
6 the District and CCEA. **Exhibit A** at pp. 2 and 5. Indeed, CCEA and the District were in the  
7 midst of negotiating a successor contract, meaning the 2021-2023 Negotiated Agreement terms  
8 including those concerning salary placement/wages applied to Complainant at the time of re-hire.  
9 Accordingly, Complainant was placed in Column II, Step E of the 2021-2023 Negotiated  
10 Agreements’ salary schedule rendering Complainant’s base salary at \$54,376<sup>1</sup>. **Exhibit A** at p. 5,  
11 Article 26-10-1, and p. 8. Complainant does not dispute this placement.

12           Following the ratification of the 2023-2025 Negotiated Agreement, Complainant received  
13 the negotiated 10% wage increase, including retroactive pay from July 1, 2023. **Exhibits B and**  
14 **C**. This increased Complainant’s base salary to **\$58,692** (\$53,356 base salary + (*i.e.* 10% wage  
15 increase) = \$58,691.60), not including an additional wage adjustment that would be available  
16 through SB 231 funding and would increase her base salary to **\$59,814**. **Exhibit B** at pp.4-5,  
17 Article 26-19 and **Exhibit C**. In accordance with the agreed-upon salary terms, Complainant was  
18 transitioned to the PST to Column I, Step D, consistent with her increased base salary of  
19 \$58,692/\$59,814. Complainant has been made aware of why and how she has been transitioned  
20 into the PST. *See* Exhibits 2 and 8 of CCEA’s Motion to Dismiss. Nevertheless, she has now filed  
21 a unilateral change claim against the District before this Board.

22           **III. LEGAL AUTHORITY**

23           NAC 288.200 identifies that a complaint must include:  
24           (c) A clear and concise statement of the facts constituting the alleged practice  
25           sufficient to raise a justiciable controversy under chapter 288 of NRS, including

26 \_\_\_\_\_  
27 <sup>1</sup> Complainant’s base salary was adjusted to \$53,356 before her start date based on an increase in the  
28 Nevada Public Employees’ Retirement System’s contribution rates. *See* Related Correspondence and  
Modified Salary Schedule, attached hereto as **Exhibit E**.

1 the time and place of the occurrence of the particular acts and the names of  
2 persons involved; and

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

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

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

9 ...

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

13 In this case, the Complaint should be dismissed as against the District because there is no  
14 justiciable controversy concerning a unilateral change. The change Complainant complains of is  
15 the one bargained-for and negotiated with her recognized bargaining agent. Complainant has been  
16 apprised of that information which further renders her complaint spurious and frivolous.

#### 17 **IV. MEMORANDUM OF POINTS AND AUTHORITIES**

18 The EMRB has jurisdiction over unfair labor practices, and an unfair labor practice  
19 includes the prohibited practice of unilaterally changing a subject of mandatory bargaining. Under  
20 the unilateral change theory, an employer commits a prohibited labor practice when it changes the  
21 terms and conditions of employment which fall under the subjects of mandatory bargaining listed  
22 in NRS 288.150 without first bargaining in good faith with the recognized bargaining agent. *See*  
23 *City of Reno v. Reno Police Protective Ass'n.*, 118 Nev. 889, 59 P.3d 1212 (2002). This Board  
24 generally looks to what the established terms of employment were before the alleged change, then  
25 looks to what the terms of employment were after the alleged change, and then comparing the two  
26 to determine if a change by the employer has in fact taken place. *Service Empl. Int'l Union, Local*  
27 *1107 v. Clark County*, Item No. 713A, EMRB Case No. AI-04596 (2010).

28 Here, Complainant's claim against the District fails because there is no change to support a  
unilateral change claim separate and apart from the change bargained-for between CCEA and the

1 District. A mandatory subject of bargaining includes “salary or wage rates or other forms of direct  
2 monetary compensation.” NRS 288.150(2)(a). As provided in the 2021-2023 and 2023-2025  
3 Negotiated Agreements, the parameters concerning salary placement and compensation have been  
4 bargained-for with CCEA. **Exhibit A** at p. 2 and **B** at p. 2, Article 26. Complainant’s salary  
5 placement/wages and advancements, therefore, followed the negotiated terms. Upon being  
6 re-hired with the District in July 2023, Complainant was compensated in accordance with the  
7 existing contract and placed in Column II, Step E of the applicable salary schedule. **Exhibit A** at  
8 p. 5, Article 26-10-1, and p. 8. Only after a successor agreement, which included salary terms and  
9 placements, was bargained-for with CCEA, was Complainant’s salary altered. What Complainant  
10 ignores and is evident in the instant filing as well as CCEA’s Motion to Dismiss, is that  
11 Complainant’s “new,” augmented salary was in accordance with the terms and intent negotiated  
12 with CCEA in the 2023-2025 Negotiated Agreement; her pay was not unilaterally lowered or  
13 altered by the District. To the contrary, her base salary was increased as a result of the  
14 negotiations and her salary placement was accurately transitioned to Column I, Step D of the new  
15 PST. **Exhibit B** at pp.4-5, Article 26-19 and **Exhibit C**. Stated a different way, Complainant  
16 received the salary compensation and placement on the salary schedule that was negotiated  
17 between the District and CCEA. Therefore, it cannot be said that the District committed the  
18 prohibited practice of unilaterally changing a subject of mandatory bargaining.

19 It is axiomatic that bargaining unit members cannot gain a benefit through an EMRB  
20 complaint which was not bargained-for in negotiation. In this case, you have both the District and  
21 the exclusive bargaining agent for Complainant—CCEA—informing Complainant that what she is  
22 seeking was not bargained-for or agreed to by the parties. *See* Exhibit 2 to CCEA’s Motion to  
23 Dismiss at p.2:17-23, and Exhibit 9 to CCEA’s Motion to Dismiss. A unilateral change claim  
24 cannot be maintained when there is no change aside from the one that was bargained-for.  
25 Complainant’s pursuit of a unilateral change claim against the District not only fails to support a  
26 justiciable controversy and probable cause, but represents a spurious and frivolous claim that  
27 should be dismissed.

28 ///

1 **V. CONCLUSION**

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

3 DATED this 8<sup>th</sup> day of November, 2024.

4 CLARK COUNTY SCHOOL DISTRICT  
5 OFFICE OF THE GENERAL COUNSEL

6 By: /s/ Crystal J. Pugh  
7 CRYSTAL J. PUGH, ESQ.  
8 Nevada Bar No. 12396  
9 5100 West Sahara Avenue  
10 Las Vegas, Nevada 89146  
11 *Attorney for Respondent,*  
12 *Clark County School District*

1 **CERTIFICATE OF SERVICE**

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

5 Trevor J. Hatfield, Esq.  
6 HATFIELD & ASSOCIATES, LTD.  
7 703 S. Eighth Street  
8 Las Vegas, NV 89101  
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10 *Counsel for Complainant,*  
11 *Clark County Education Association*

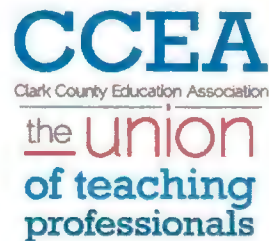
12 Dante Dabaghian, Esq.  
13 Clark County Education Association  
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15 Las Vegas, NV 89121  
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*/s/ Elsa C. Peña*  
\_\_\_\_\_  
An employee of the  
Office of the General Counsel,  
Clark County School District



# **EXHIBIT A**

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



**2021-2023**

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**TABLE OF CONTENTS**

Article 1 - Definitions..... 6

Article 2 - Recognition ..... 7

Article 3 - Impasse Proceedings..... 7

Article 4 - Grievance and Arbitration Procedures..... 7

Article 5 - Association President..... 11

Article 6 - Mileage Payments..... 13

Article 7 - Use of Facilities ..... 13

Article 8 - Dues Deduction..... 13

Article 9 - Request for Information..... 14

Article 10 - Teacher Advisory Council ..... 14

Article 11 - Teacher Facilities ..... 17

Article 12 - Teacher Protection from Assaults and/or Battery ..... 18

Article 13 - Qualifications for Teachers..... 20

Article 14 - Teacher Personnel Files ..... 20

Article 15 - Medical Services ..... 21

Article 16 - Extended Leaves of Absence ..... 21

Article 17 - Temporary Leaves of Absence ..... 23

Article 18 - Sick Leave..... 25

Article 19 - Bereavement Leave ..... 29

Article 20 - Personal Leave ..... 29

Article 21 - Work Year ..... 30

Article 22 - Hours of Work ..... 31

Article 23 - No Strikes/Work Stoppages ..... 33

Article 24 - General Savings Clause..... 33

Article 25 - Teachers' Contract of Employment..... 33

Article 26 - Professional Compensation ..... 33

Article 27 - Longevity Pay ..... 49

Article 28 - Teacher Health Trust.....	49
Article 29 - Public Employees Retirement System.....	54
Article 30 - Reduction in Force .....	54
Article 31 - Preparation Periods.....	56
Article 32 - Safety .....	58
Article 33 - Equitable Treatment.....	58
Article 34 - Instructional Discretion .....	58
Article 35 - Transfer.....	59
Article 36 - Disciplinary Procedures.....	64
Article 37 - Extra Pay for Extra Duty Schedule.....	66
Article 38 - Waiver of Contract Provisions.....	71
Article 39 – Empowerment Schools.....	73
Article 40 – Term of Agreement.....	74
Article 41 - New Article .....	74

return to the School District. However, if the individual has worked in another school district during that time period, the salary of the most recent Nevada school district shall apply.

26-9-5 The parties agree to meet and discuss revisions to this Agreement to comply with the provisions of Senate Bill 293 of the 81<sup>st</sup> Session of the Nevada Legislature.

26-10 An experienced licensed employee new to the School District who has not been employed as a licensed employee within the previous three school years, or who does not meet the requirements of Article 26-9, shall be placed on the PST as follows.

26-10-1 The School District will utilize the experienced employee's accumulated credits and experience to place the licensed employee on the Transitional Salary Schedule (TSS) in use for the 2015-2016 transition to the new PST. With the exception of the previous provision regarding maximum experience credit, all other bargaining provisions and regulations which governed TSS shall be utilized for such placement prior to movement to the PST.

26-10-2 The District will then move the licensed employee to the PST in accordance with the provisions of this Article and the Article 26 Transition Memorandum of Agreement (MOA).

26-10-3 Placement of an experienced licensed employee new to the District who has not been employed as a licensed employee within the previous three school years shall be discussed no later than November 30, 2017, for determination of placement processes in future years.

26-10-4 When determining such placement, the following provisions shall be in effect:

26-10-4-1 In addition to complying with Nevada Revised Statutes for placement of licensed personnel with licensed experience in the state of Nevada, the District shall credit the licensed employee with professional growth credit for placement on the TSS for any course(s) taken that is related to:

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

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

(b) The teacher's most recent licensed assignment, or

(c) The licensed employee's present endorsement(s), excluding a substitute endorsement, or PK-20 related degree(s), or

(d) Additional endorsement(s), excluding a substitute endorsement, being pursued by the licensed employee, or

(e) Additional PK-20 related degree(s) being pursued by the licensed employee.

- 39-8 The CCSD and the CCEA agree to pursue discussions regarding incentive pay for licensed personnel at the Empowerment Schools.

**ARTICLE 40  
TERM OF AGREEMENT**

- 40-1 This Agreement shall become effective at the beginning of the 2021-2022 contracted school year and shall remain in effect until the beginning of the 2022-2023 contracted school year, and as limited by NRS 288.155, shall continue from year to year thereafter unless either of the parties shall give written notice to the other for school year 2022-2023 in the manner prescribed by the provisions of NRS 288 of a desire to change, amend or modify the Agreement and until a successor agreement is reached.
- 40-2 This Agreement shall immediately terminate in the event recognition is withdrawn and sustained after all avenues of appeal have been exhausted in accordance with NRS 288.


**ARTICLE 41  
NEW ARTICLE**

- 41-1 Upon execution of this Agreement the parties agree to form working groups, which between the date of execution of this Agreement and October 11, 2013 shall meet at least four times and discuss the following topics:
- a. Grievance back-log
  - b. Professional Development
  - c. Evaluations
  - d. Peer Assistance and Review
  - e. Special Education
  - f. Advanced Studies Certification 18 hour programs for Class E and F
  - g. Deletion of Article 39 – Empowerment Schools

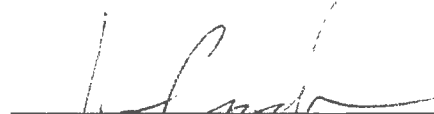
To the extent that any of the topics listed in this article 41-1 (a)-(g) above are mandatory subjects of bargaining under NRS 288.150, either party may by written notice sent to the other party on or before February 1, 2014, reopen negotiations for the limited purpose of bargaining over one or more of those topics listed in (a)-(g) above but only those of which are mandatory subjects of bargaining under NRS 288.150. Upon reopening, the provisions of NRS 288.217 shall apply. Discussions may be extended beyond February 1, 2014 only by the mutual consent of both parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 28<sup>th</sup> Day of October 2021.


**BOARD OF SCHOOL TRUSTEES FOR THE CLARK COUNTY SCHOOL DISTRICT**



\_\_\_\_\_  
JESUS P. JARA  
Superintendent of Schools



\_\_\_\_\_  
IRENE CEPEDA  
President

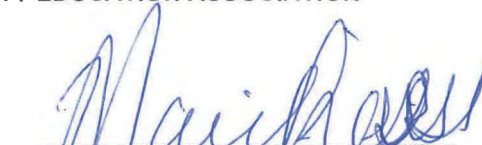


\_\_\_\_\_  
LOLA BROOKS  
Clerk

**FOR THE CLARK COUNTY EDUCATION ASSOCIATION**



\_\_\_\_\_  
KRISTAN NIGRO  
Negotiations Committee Chair



\_\_\_\_\_  
MARIE NEISESS  
President



\_\_\_\_\_  
JOHN VELLARDITA  
Executive Director



LICENSED PROFESSIONAL SALARY TABLE

Fiscal Year 2023

Effective August 1, 2022

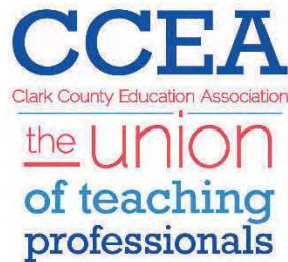
	COLUMN								
STEP	I	II	III	IV	V	VI	VII	VIII	IX
A			54,376	60,058	65,740	71,421	77,103	82,785	88,467
B		50,115	55,796	61,478	67,160	72,842	78,523	84,206	89,887
C		51,535	57,217	62,898	68,579	74,262	79,943	85,626	91,307
D		52,954	58,637	64,318	70,001	75,683	81,365	87,046	92,728
E		54,376	60,058	65,740	71,421	77,103	82,785	88,467	94,148
F	50,115	55,796	61,478	67,160	72,842	78,523	84,206	89,887	95,569
G	51,535	57,217	62,898	68,579	74,262	79,943	85,626	91,307	96,989
H	52,954	58,637	64,318	70,001	75,683	81,365	87,046	92,728	98,410
I	54,376	60,058	65,740	71,421	77,103	82,785	88,467	94,148	99,830
J	55,796	61,478	67,160	72,842	78,523	84,206	89,887	95,569	101,251

Licensed employees completing the following years of District service will be eligible for longevity compensation for which PERS contributions will be made:

Longevity Table	
Years of Service >=	Amount
-	\$ -
10	\$ 750
16	\$ 1,000
21	\$ 1,500
26	\$ 2,000

# **EXHIBIT B**

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



**2023-2025**

## TABLE OF CONTENTS

Article 1 - Definitions.....	5
Article 2 - Recognition .....	6
Article 3 - Impasse Proceedings.....	6
Article 4 - Grievance and Arbitration Procedures.....	6
Article 5 - Association President.....	10
Article 6 - Mileage Payments.....	12
Article 7 - Use of Facilities .....	12
Article 8 - Dues Deduction.....	13
Article 9 - Request for Information.....	13
Article 10 - Teacher Advisory Council .....	13
Article 11 - Teacher Facilities .....	15
Article 12 - Teacher Protection from Assaults and/or Battery .....	17
Article 13 - Qualifications for Teachers.....	19
Article 14 - Teacher Personnel Files .....	19
Article 15 - Medical Services .....	20
Article 16 - Extended Leaves of Absence .....	20
Article 17 - Temporary Leaves of Absence .....	22
Article 18 - Sick Leave.....	23
Article 19 - Bereavement Leave .....	27
Article 20 - Personal Leave .....	28
Article 21 - Work Year .....	29
Article 22 - Hours of Work .....	30
Article 23 - No Strikes/Work Stoppages .....	31
Article 24 - General Savings Clause.....	31
Article 25 - Teachers' Contract of Employment.....	31
Article 26 - Professional Compensation .....	31
Article 27 - Longevity Pay.....	44

Article 28 - Teacher Health Trust.....	44
Article 29 - Public Employees Retirement System .....	48
Article 30 - Reduction in Force .....	49
Article 31 - Preparation Periods.....	51
Article 32 - Safety .....	53
Article 33 - Equitable Treatment.....	53
Article 34 - Instructional Discretion .....	53
Article 35 - Transfer .....	54
Article 36 - Disciplinary Procedures.....	59
Article 37 - Extra Pay for Extra Duty Schedule.....	60
Article 38 - Waiver of Contract Provisions .....	66
Article 39 – Empowerment Schools.....	67
Article 40 – Term of Agreement.....	68
Article 41 – SB 231 Funds for Hard to Fill and SPED Positions .....	68

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

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

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

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

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

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

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

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

An employee who is surplus out of a shared contract:

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

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

Half-Time Contract Rules:

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

26-19

Effective July 1, 2023, the Professional Salary Table shall be adjusted ten percent (10%) as already reflected in the PST below and all employees shall receive the corresponding ten percent (10%) adjustment in their base compensation implemented February 1, 2024. CCSD shall process retroactive payment for the period of July 1, 2023, to February 1, 2024, for all eligible employees no later than the first paycheck after March 1, 2024. The PST shall be used for initial placement.

Effective the first paycheck in February 2024 for CEY employees and the first paycheck in March 2024 for CER employees, all eligible employees shall receive a 1.875% supplemental adjustment in their compensation paid with SB 231 funds which will be tracked separately on the employee pay details and will be subject to Article 41 of this Agreement. The Professional Salary Table shall be adjusted 1.875% for illustrative purposes

Effective September 1, 2024, for CEY employees and October 1, 2024, for CER employees the Professional Salary Table shall be adjusted eight percent (8%) and all employees shall receive an eight percent (8%) adjustment in their compensation.

Effective July 1, 2024, all Special Education teachers (licensed self-contained and non-self-contained personnel as recognized by Nevada Department of Education) shall receive an additional \$5,000 in supplemental compensation paid with SB 231 funds and subject to Article 41 of this Agreement.

Effective July 1, 2024, for all educators teaching in Title 1 schools with a 5% vacancy rate (determined at the end of the 2023-2024 school year) shall receive an additional \$5,000 in supplemental compensation as long as they remain in that school paid with SB 231 funds and subject to Article 41 of this Agreement.

- 26-20 The Parties also agree that the District will pay a step increase in each year of the contract (2023-2024 and 2024-2025) for every eligible employee of the bargaining unit. Effective date of the step increases shall be on the first pay period of each school year (2023-2024 and 2024-2025) for that employee pursuant to their contract. First year employees are not eligible for a step increase in their first year.
- 26-21 Licensed employees whose most recent licensed contract was as a licensed school/district administrator shall be placed on the PST utilizing Article 26.8.
- 26-22 Licensed employees whose most recent teaching experience was for another country and paid in that country's currency, shall be placed on the PST utilizing Article 26.8.
- 26-23 Licensed employees who are special education case managers with a ninety-five percent (95%) compliance rate on their IEPs will be compensated for two (2) additional days of pay at their contractual rate of pay at the conclusion of each semester (which is not PERS sensitive). Licensed employees shall receive no more than four (4) additional days of pay for the completion of their IEPs each school year.
- 26-24 Beginning July 1, 2022, CCSD will offer all Licensed employees assigned to a Tier-1 school an opportunity to achieve their TESL/ELAD endorsement. CCSD will pay for the cost of the TESL/ELAD endorsement for the licensed educators referenced in this article.
- 26-25 The Differentiated Salary Program is detailed in the below table.

39-6-2 Any teacher at any Empowerment School may choose to transfer out of the Empowerment school at any time. Such transfer and/or administrative reassignment will occur within ten (10) work days. Any teacher opting to transfer out shall be administratively reassigned by the Human Resources Division with vacancy options provided unless it occurs during the spring and fall surplus meetings teacher may participate in the provisions of Article 35.

39-6-3 Any overpayment of additional compensation shall be reimbursed to the District by the employee pro-rata over the remaining paychecks of that school year.

39-7 The CCSD and the CCEA agree to pursue discussions regarding incentive pay for licensed personnel at the Empowerment Schools.

#### **ARTICLE 40 TERM OF AGREEMENT**

40-1 This Agreement shall become effective at the beginning of the 2023-2024 contracted school year and shall remain in effect until the beginning of the 2024-2025 contracted school year, and as limited by NRS 288.155, shall continue from year to year thereafter unless either of the parties shall give written notice to the other for school year 2024-2025 in the manner prescribed by the provisions of NRS 288 of a desire to change, amend or modify the Agreement and until a successor agreement is reached.

40-2 This Agreement shall immediately terminate in the event recognition is withdrawn and sustained after all avenues of appeal have been exhausted in accordance with NRS 288.

#### **ARTICLE 41 SB231 FUNDS FOR PERS, HARD TO FILL AND SPECIAL EDUCATION (SPED) POSITIONS**

41-1 **SB231 Language regarding funding SB231 proposals beyond July 1, 2025:**

The parties agree the following regarding future funding for the additional compensation for PERs, and pay increases for hard to fill and SPED positions provided in Articles 26-19 and 29-2 of this Agreement:

a. Regarding PERs, after PERs has determined any changes in contribution levels for the 2025-2027 biennium the parties shall negotiate any change in contribution levels. If there is no agreement reached the parties agree to default to the statute as to the employer/employee contribution levels for PERs without continued additional compensation by the District.

b. Regarding Hard to Fill Vacancies and SPED positions the parties have been informed that a bill draft request (BDR) will be submitted for the 2025-2027 biennium to provide funding for SB231 for these categories by the Majority Leader. In addition, the parties recognize that representations have been made:

- i. That the Governor's budget may have funding for these issues;
- ii. That there may be a BDR submitted by the Speaker augmenting the Pupil Centered Funding Plan to provide funding for hard to fill positions, and;
- iii. That there may be other sources of funding approved by the Legislature and Governor that are directly allocated to fund hard to fill and SPED positions.

c. Upon completion of the Nevada 2025 Legislative Session, if the State does not provide specific funding for SPED and Hard-to-fill positions in the 2025-2027 biennium, the parties will




assess the sources of funding and determine whether funding is available to continue the pay increases for 'hard to fill vacant positions' and SPED positions; and shall negotiate over the additional compensation for SPED and Hard-to-fill positions for the 2025-2027 biennium. If no agreement is reached within 30 days, the SPED and Hard-to-fill position additional compensation will not be continued, subject to further negotiations and/or impasse resolution.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 20 Day of December, 2023.

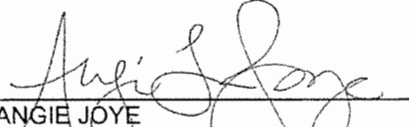
  
BOARD OF SCHOOL TRUSTEES FOR THE CLARK COUNTY SCHOOL DISTRICT

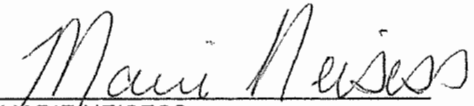
\_\_\_\_\_  
JESUS F. JARA  
Superintendent of Schools

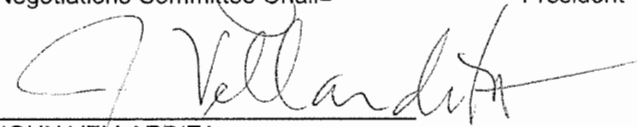
  
\_\_\_\_\_  
EVELYN GARCIA-MORALES  
President

  
\_\_\_\_\_  
LISA GUZMAN  
Clerk

FOR THE CLARK COUNTY EDUCATION ASSOCIATION

  
\_\_\_\_\_  
ANGIE JOYE  
Negotiations Committee Chair

  
\_\_\_\_\_  
MARIE NEISESS  
President

  
\_\_\_\_\_  
JOHN VELLARDITA  
Executive Director

# **EXHIBIT C**

**DATE:** January 5, 2024  
**TO:** All CCSD Licensed Employees and Administrators  
**FROM:** Stacy A. Smith, Director, Licensed Contracting Services  
**SUBJECT:** Negotiated Agreement 2023–2024 School Year

---

We are pleased to announce a new negotiated agreement between Clark County School District and Clark County Education Association has been approved. The information below provides the details of the upcoming changes:

- The new Licensed Professional Salary Table is effective July 01, 2023, with an implementation date of February 1, 2024. All new licensed employees hired after January 31, 2024, will be placed on the new licensed professional salary table per Article 26.
- Effective December 20, 2023, the extra instruction flat rate will increase from \$31.50 to \$50.00 an hour.
- All active and eligible licensed employees will receive their negotiated salary increase of 10% on the first paycheck in February 2024.
- All active and eligible licensed employees will receive retroactive pay from the start of their contract year through February 1, 2024, on the first paycheck in March 2024. Extra pay outlined in Article 37-3 is excluded from retroactive pay.
- All active and eligible licensed employees will receive a supplemental pay increase of 1.875% for the remainder of the 2023-2024 and the 2024–2025 contract year ending June 30, 2025. The pay group CEY (August–July) increase will begin on February 1, 2024. The pay group CER (September–August) increase will begin on March 1, 2024. This funding is provided through Senate Bill 231 (SB 231) of the 2023 Nevada Legislative Session (SB 231).
- All eligible employees providing extended day extracurricular activities (coaches and club advisors) outlined in Article 37-1 will receive an increase based on the new Licensed Professional Salary Table. Retroactive pay for these eligible employees will be processed by June 30, 2024.
- Effective July 1, 2024, all active and eligible special education classroom teachers shall receive an additional \$5,000 in supplemental compensation paid with SB 231 funds. Employees must remain as special education classroom teachers to receive supplemental compensation.
- Effective July 1, 2024, all active and eligible classroom teachers in Title I schools shall receive an additional \$5,000 in supplemental compensation paid with SB 231 funds. Classroom teachers at Title I schools with a 5% vacancy rate at the end of the 2023–2024 school year will receive the supplemental compensation. These special education classroom teachers must remain at the school site to receive the supplemental compensation.
- All active and eligible licensed employees are entitled to regular step progression, column advancements, and differentiated pay for the 2023–2024 and 2024–2025 school years.
- All active and eligible licensed employees will receive an 8% cost of living increase for the 2024–2025 school year on the third paycheck of the employee contract year. The pay group CEY (August–July) increase will begin September 1, 2024. The pay group CER (September–August) increase will begin on October 1, 2024.

Clark County School District  
 Licensed Professional Salary Table FY 2023 - 2024  
 Effective July 1, 2023 with an Implementation Date of February 1, 2024  
 (For use for District SB 231 Reporting Purposes)

Years	Education	BA B, B&I		BA+16	BA+32	MA	MA+16	MA+32	MA+48	PhD			
		I	II	III	IV	V	VI	VII	VIII	IX	X	XI	
1	A	\$54,093	\$60,225	\$66,357	\$72,489	\$78,621	\$84,753	\$90,885	\$97,017	\$103,149	\$109,281	\$115,413	
2	B	\$55,626	\$61,758	\$67,890	\$74,022	\$80,154	\$86,286	\$92,418	\$98,550	\$104,682	\$110,814	\$116,946	
3	C	\$57,159	\$63,291	\$69,423	\$75,555	\$81,687	\$87,819	\$93,951	\$100,083	\$106,215	\$112,347	\$118,479	
4	D	\$58,692	\$64,824	\$70,956	\$77,088	\$83,220	\$89,352	\$95,484	\$101,616	\$107,748	\$113,880	\$120,012	
5	E	\$60,225	\$66,357	\$72,489	\$78,621	\$84,753	\$90,885	\$97,017	\$103,149	\$109,281	\$115,413	\$121,545	
6	F	\$61,758	\$67,890	\$74,022	\$80,154	\$86,286	\$92,418	\$98,550	\$104,682	\$110,814	\$116,946	\$123,078	
7	G	\$63,291	\$69,423	\$75,555	\$81,687	\$87,819	\$93,951	\$100,083	\$106,215	\$112,347	\$118,479	\$124,611	
8	H	\$64,824	\$70,956	\$77,088	\$83,220	\$89,352	\$95,484	\$101,616	\$107,748	\$113,880	\$120,012	\$126,144	
9	I	\$66,357	\$72,489	\$78,621	\$84,753	\$90,885	\$97,017	\$103,149	\$109,281	\$115,413	\$121,545	\$127,677	
10	J	\$67,890	\$74,022	\$80,154	\$86,286	\$92,418	\$98,550	\$104,682	\$110,814	\$116,946	\$123,078	\$129,210	

10% COLA JULY 2023

1.875% will be added to these salaries pursuant to Article 26-12 and tracked separately on the pay details

Employees can progress on the salary schedule

through PGS system without having to attain degrees or college credits.

Definition of Classes- all must have a valid Nevada certification for the level or subject taught

- BA- Bachelor Degree from an accredited institution and a field pertinent to subject taught
- BA + 16- Bachelor Degree plus 16 college credits from an accredited institution and a field pertinent to subject taught
- BA + 32- Bachelor Degree plus 32 college credits from an accredited institution and a field pertinent to subject taught
- MA- Master's Degree from an accredited institution and a field pertinent to subject taught
- MA +16 - Master's Degree plus 16 college credits from an accredited institution and a field pertinent to subject taught
- MA +32- Master's Degree plus 32 college credits from an accredited institution and a field pertinent to subject taught
- MA +48- Master's Degree plus 32 college credits from an accredited institution and a field pertinent to subject taught
- PhD- Doctorate degree from an accredited institution in a field pertinent to subject taught.

Clark County School District  
 Licensed Professional Salary Table FY 2023 - 2024  
 Effective July 1, 2023 with an Implementation Date of February 1, 2024  
 (For Illustrative Purposes)

Years	Education	BA B, B&I		BA+16	BA+32	MA	MA+16	MA+32	MA+48	PhD			
		I	II	III	IV	V	VI	VII	VIII	IX	X	XI	
1	A	\$55,127	\$61,376	\$67,626	\$73,876	\$80,126	\$86,375	\$92,627	\$98,876	\$105,126	\$111,376	\$117,626	
2	B	\$56,689	\$62,939	\$69,188	\$75,437	\$81,688	\$87,937	\$94,189	\$100,438	\$106,688	\$112,938	\$119,188	
3	C	\$58,249	\$64,501	\$70,750	\$77,001	\$83,251	\$89,502	\$95,751	\$102,001	\$108,251	\$114,501	\$120,751	
4	D	\$59,814	\$66,064	\$72,314	\$78,563	\$84,813	\$91,064	\$97,314	\$103,563	\$109,813	\$116,063	\$122,313	
5	E	\$61,376	\$67,626	\$73,876	\$80,126	\$86,375	\$92,627	\$98,876	\$105,126	\$111,376	\$117,626	\$123,876	
6	F	\$62,939	\$69,188	\$75,437	\$81,688	\$87,937	\$94,189	\$100,438	\$106,688	\$112,938	\$119,188	\$125,438	
7	G	\$64,501	\$70,750	\$77,001	\$83,251	\$89,502	\$95,751	\$102,001	\$108,251	\$114,501	\$120,751	\$127,001	
8	H	\$66,064	\$72,314	\$78,563	\$84,813	\$91,064	\$97,314	\$103,563	\$109,813	\$116,063	\$122,313	\$128,563	
9	I	\$67,626	\$73,876	\$80,126	\$86,375	\$92,627	\$98,876	\$105,126	\$111,376	\$117,626	\$123,876	\$130,126	
10	J	\$69,188	\$75,437	\$81,688	\$87,937	\$94,189	\$100,438	\$106,688	\$112,938	\$119,188	\$125,438	\$131,689	

10% COLA JULY 2023

1.875% has been added to the salaries herein for illustrative purposes pursuant to Article 26-12

Employees can progress on the salary schedule

through PGS system without having to attain degrees or college credits.

Definition of Classes- all must have a valid Nevada certification for the level or subject taught

- BA- Bachelor Degree from an accredited institution and a field pertinent to subject taught
- BA + 16- Bachelor Degree plus 16 college credits from an accredited institution and a field pertinent to subject taught
- BA + 32- Bachelor Degree plus 32 college credits from an accredited institution and a field pertinent to subject taught
- MA- Master's Degree from an accredited institution and a field pertinent to subject taught
- MA +16 - Master's Degree plus 16 college credits from an accredited institution and a field pertinent to subject taught
- MA +32- Master's Degree plus 32 college credits from an accredited institution and a field pertinent to subject taught
- MA +48- Master's Degree plus 32 college credits from an accredited institution and a field pertinent to subject taught
- PhD- Doctorate degree from an accredited institution in a field pertinent to subject taught.

# **EXHIBIT D**



Dear Ashley,

The Clark County School District is pleased to present to you this Offer of Employment (Conditional) pursuant to the terms and conditions set forth herein. This constitutes the only offer of employment made by the Clark County School District, any oral or other representation notwithstanding. This offer expires at 12:00 a.m. on June 30, 2023.

**Position & Location:**

**Reporting to:** MICHELE WOOLDRIDGE as a 2023-2024 Early Childhood Inclusion Teacher - BROWN ES

**Assigned Location:** BROWN, HANNAH MARIE ES

**Salary Information\*:**

**School Year:** 2023-2024

**Effective Start Date \*\*:** July 26, 2023

**Contract Days:** 189

**Step:** E

**Column:** II

**Base Salary\*:** \$54,376.00 paid Semimonthly (excludes additional pay)

\*see required documents to finalize salary placement

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. By accepting this offer, you understand and agree that these terms may change pursuant to any new or revised provisions of the applicable Negotiated Agreement.

This offer becomes null and void if altered in any manner.

**Terms and Conditions:**

1. In making this Offer of Employment (Conditional), the Clark County School District has relied upon the information, statements, and documentation you submitted on or in conjunction with your employment application. As a condition of employment, you attest and verify that all of the information, statements, and documentation you submitted are true, correct, complete, and accurate as of the date and time your application was last updated. Any false, misleading, or incomplete information, statement, or document you submitted, or any misrepresentation or omission of fact made in conjunction with your employment application shall result in the rescission of this offer/agreement and/or in your immediate dismissal.

\*\*2. Your employment is conditioned upon and the Offer of Employment will not be effective until:

- a. The satisfactory completion of the application process;
- b. A satisfactory background check;
- c. Your possession of the appropriate license from the Nevada Department of Education or other applicable Nevada agency;
- d. Ratification by the Clark County School District Board of School Trustees;
- e. Compliance with the Immigration Reform Act of 1986;
- f. You must not be under any employment contract with any other school district; and
- g. You must pass all competency tests required under the Nevada Administrative Code.

\*\*3. If you fail to satisfactorily complete the application process, if you fail to satisfactorily pass the background check, if any of the foregoing conditions are not satisfied, or if the Clark County School District Board of School Trustees fails to ratify your employment, this offer/agreement is rescinded and/or you will be subject to immediate dismissal. If any of the conditions are not satisfied at least one day before the effective start date, the offer of employment is deemed withdrawn.

4. During your employment, you are subject to:

- a. All applicable laws and regulations of the state of Nevada;
- b. All applicable rules and regulations of the Nevada State Board of Education or other applicable Nevada agency;
- c. All the policies, regulations, rules, procedures, and practices of the Clark County School District; and
- d. All of the provisions of the Negotiated Agreement between the Clark County School District and the Clark County Education Association.

e. As an employee it is acknowledged that the employee is a Nevada Public Employee and is therefore subject to the ethics provisions of Chapter 281 A of the Nevada Revised Statutes. Any contract for personal benefits is null and void.

5. Professional Compensation

- a. Your salary shall be paid in accordance with Article 26 of the Negotiated Agreement between the Clark County School District and the Clark County Education Association, shall be subject to the policies, regulations, rules, procedures, and practices of the Clark County School District, and shall begin with your Effective Start Date.
- b. Your salary placement will be adjusted, if warranted, when required documents have been received and audited. Under no circumstances will your salary be adjusted based on documents received after the school year in which you were hired.

6. Despite the anticipated assignment referenced above, the Clark County School District may assign you to any position for which you are qualified.

7. If you are employed because of your ability to instruct in a language other than English, you will be assigned to teach one or more classes composed of students who are non-English speaking, who possess limited ability to speak English, or both.

**Required Documents for Salary Placement:**

The following documents are required for salary placement. Only official transcripts will be accepted.

Verification of Teaching Experience Form (to be completed by former employer)

<http://ccsd.net/employees/current/employment/salary>

Required salary placement documents must be sent via U.S. mail, fax, or e-mail:

Mailing Address: Human Resources Division  
Clark County School District  
2832 East Flamingo Road  
Las Vegas, NV 89121

Fax: 702-387-0632

E-mail: [contracting@nv.ccsd.net](mailto:contracting@nv.ccsd.net)

**Acknowledgement and Electronic Signature:**

I have read and fully understand all of the above terms and conditions. I understand the implications of my electronic signature on this Offer of Employment (Conditional) and agree to the terms and conditions as described above. I agree that my failure to meet any of the terms and conditions set forth in this offer/agreement will result in the rescission of this offer/agreement and/or subject me to immediate dismissal.

I further acknowledge my responsibility to submit the required documents for salary placement prior to the last paycheck of the school year in which I was hired. I understand that documents submitted after the last paycheck of the school year in which I was hired will not be accepted for future salary adjustment and retroactive payment.

Best Regards,

Human Resources Division  
[contracting@nv.ccsd.net](mailto:contracting@nv.ccsd.net)

# **EXHIBIT E**





*Human Resources Division*  
*INTEROFFICE MEMORANDUM*

**DATE:** May 26, 2023  
**TO:** All CCSD Employees  
**FROM:** Carol Tolx, Chief Human Resources Officer  
**CC:** Board of School Trustees  
**SUBJECT:** Increase in Retirement Contributions

---

Every two years the Nevada Public Employees' Retirement System (NV PERS) determines contribution rates needed to appropriately fund the retirement system. The Clark County School District received notification from NV PERS that, effective July 1, 2023, the regular PERS contribution rate for covered employees will increase by **3.75 percent**, from **29.75 percent** to **33.50 percent**. The Police/Fire PERS rate will increase by **6.00 percent**, from **44.00 percent** to **50.00 percent**. By law, the employees' share is one-half of that cost (**1.875 percent** for regular and **3.00 percent** for Police/Fire). The salary schedules for employees for regular PERS will be reduced **1.875 percent** to reflect the employees' portion of the rate increase while the salary schedules for those covered by Police/Fire will be reduced **3.00 percent**. Therefore, employee paychecks will reflect the **1.875 percent** and **3.00 percent** decrease beginning with the following pay dates:

Administrative/Professional-Technical Staff:	July 10, 2023
Licensed Staff:	July 10, 2023
Support Staff and Police enrolled in PERS:	August 9, 2023

If you have any questions, please call the Retirement Administration Specialist at (702)799-0206, Option 1.

CLARK COUNTY SCHOOL DISTRICT  
 LICENSED PROFESSIONAL SALARY TABLE  
 Fiscal Year 2024

PERS Increase of 3.75% (Employee burden of 1.875%)

COLUMN		→								
STEP	I	II	III	IV	V	VI	VII	VIII	IX	
A			53,356	58,932	64,507	70,082	75,657	81,233	86,808	
B		49,175	54,750	60,325	65,901	71,476	77,051	82,627	88,202	
C		50,569	56,144	61,719	67,293	72,870	78,444	84,021	89,595	
D		51,961	57,538	63,112	68,688	74,264	79,839	85,414	90,989	
E		53,356	58,932	64,507	70,082	75,657	81,233	86,808	92,383	
F	49,175	54,750	60,325	65,901	71,476	77,051	82,627	88,202	93,777	
G	50,569	56,144	61,719	67,293	72,870	78,444	84,021	89,595	95,170	
H	51,961	57,538	63,112	68,688	74,264	79,839	85,414	90,989	96,569	
I	53,356	58,932	64,507	70,082	75,657	81,233	86,808	92,383	97,958	
J	54,750	60,325	65,901	71,476	77,051	82,627	88,202	93,777	99,353	

1 TREVOR J. HATFIELD, ESQ  
Nevada Bar No. 7373  
2 HATFIELD & ASSOCIATES, LTD.  
703 S. Eighth Street  
3 Las Vegas, Nevada 89101  
4 Telephone: (702) 388-4469  
Facsimile: (702) 386-9825  
5 Email: [thatfield@hatfieldlawassociates.com](mailto:thatfield@hatfieldlawassociates.com)  
6 *Attorneys for Complainant*

FILED  
December 6, 2024  
State of Nevada  
E.M.R.B.  
3:09 p.m.

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

10 ASHLEY DESOUZA,  
11 Complainant,  
12 v.  
13 CLARK COUNTY EDUCATION  
14 ASSOCIATION; CLARK COUNTY  
SCHOOL DISTRICT,  
15 Respondent.

CASE NO.: 2024-035

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

16 TO THE BOARD, TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD  
17  
18 HEREIN: Pursuant to NAC 288.240(4), Complainant ASHLEY DESOUZA (Complainant or  
19 Ms. DeSouza) files her Opposition to Respondent CLARK COUNTY SCHOOL DISTRICT'S  
20 Motion to Dismiss.

21 **I. Statement of Facts.**

22 As was set forth in Ms. DeSouza's Opposition to Respondent CLARK COUNTY  
23 EDUCATION ASSOCIATION's Motion to Dismiss, Complainant is a Clark County School  
24 District (CCSD) employee and a member of Clark County Education Associates (CCEA). She  
25 is a teacher.  
26

27 Ms. DeSouza returned to work with CCSD after a break on July 26, 2023 at a paygrade  
28 of E-II. CCSD and CCEA negotiated a new Agreement which created a new Salary Table that

1 had an “effective date” of July 1, 2023, and an “implementation date” of February 1, 2024. The  
2 result of this new Salary Table is that Ms. DeSouza’s paygrade was reduced to D-I. It should  
3 not have been reduced.

4 On February 20, 2024, Ms. DeSouza made a formal grievance regarding her reduction in  
5 paygrade. A hearing for which was held on March 5, 2024.

6 On March 6, 2024, Ms. DeSouza received a denial of her grievance on the simple basis  
7 that she “failed to establish a violation of the Negotiated Agreement.”  
8

9 On March 7, 2024, Ms. DeSouza emailed Linda West with CCEA, asking how to initiate  
10 an arbitration of the denial of her grievance. Ms. DeSouza received a response on March 8, 2024,  
11 from Alexandria Shelton, CCEA’s Chief of Staff. The response notified her that CCEA would  
12 stop the timeline of the grievance with CCSD so that Ms. DeSouza could present her grievance to  
13 the Members Rights Committee (hereinafter “MRC”), after which CCEA would determine if it  
14 would move to arbitration.  
15

16 On March 28, 2024, Ms. DeSouza attended the MRC meeting, and on April 1, 2024, she  
17 received notice that the MRC decided against arbitrating any grievance. No further written  
18 explanation was provided, despite multiple requests for explanation made by Ms. DeSouza  
19 seeking to know why her union would not help her.  
20

21 On April 10, 2024, Ms. DeSouza delivered a letter to RoAnn Triana, the Human  
22 Resources Officer for CCSD, notifying it of her intent to arbitrate.

23 On April 30, 2024, Ms. DeSouza sent a letter to the Executive Board of CCEA notifying  
24 them of her intent to arbitrate.  
25

26 Ms. DeSouza was shortly thereafter made to attend another meeting on June 2, 2024, to  
27 decide whether CCEA would arbitrate. On June 3, 2024, she received a response from that  
28 meeting which again denied her arbitration.

1 Ms. DeSouza has repeatedly sought assistance through CCEA for relief regarding her  
2 reduction in salary. It has denied her any meaningful resolution and denied her requests to move  
3 towards arbitration at each turn. In short, CCEA has breached its duty to fairly represent  
4 Complainant.

5 On October 8, 2024, Ms. DeSouza filed a complaint titled "Complaint For: "Breach of  
6 Duty of Fair Representation" with the State of Nevada, Local Government Employee-  
7 Management Relations Board ("EMRB") against CCEA and CCSD.

8 At issue is whether **CCSD changed Ms. Desouza's paygrade in such a way that violated**  
9 the Negotiated Agreement regarding her salary.

10  
11 **II. Memorandum of Points and Authorities.**

12 It is undisputed that Complainant is a government employee whose paygrade was  
13 reduced and is aggrieved by the failure of her union to represent her interests, thus this Board  
14 has the authority to hear her complaint. *See, Mesagate Homeowners' Ass'n v. City of Fernley,*  
15 124 Nev. 1092 (2008) *citing, UMC Physicians v. Nev. Serv. Emp. Union,* 124 Nev. 84, 93, 178  
16 P.3d 709, 715 (2008).

17  
18 **It is undisputed that Complainant's EMRB complaint is timely.** *See, City of N. Las*  
19 *Vegas v. State Local Gov't Empl.-Mgmt. Rels. Bd.,* 261 P.3d 1071, 1073 (2011).

20  
21 It is undisputed that Ms. DeSouza is, and was, owed a duty of fair representation free  
22 from actions by her union, CCEA, that are arbitrary, discriminatory or in bad faith. *See, Weiner*  
23 *v. Beatty,* 113 P.3d 313, 318 (2005).

24  
25 Here, **CCSD violated the Negotiated Agreement regarding Ms. DeSouza's salary when**  
26 they altered her rate of pay by changing her position on the salary table of the Negotiated  
27 Agreement.

28 CCSD argues that it did not violate the Negotiated Agreement or improperly change her

1 paygrade based on the simple idea that the “February 1, 2024” implementation date listed on the  
2 salary table of the Negotiated Agreement solely defines the time period to determine whether or  
3 not an individual hired by CCSD was qualified to receive the listed pay raises. The Licensed  
4 Professional Salary Table clearly states that it has an “effective date” of July 1, 2023, and an  
5 “implementation date” of February 1, 2024. See Exhibit 1.

6  
7 Ms. DeSouza returned to work after several years of hiatus with CCSD on July 26, 2023.  
8 This is 25 days after the “effective date” of the new Salary Table. *Id.* Ms. DeSouza’s  
9 employment contract stated that she was to be re-instated at a pay grade of E-II. See Exhibit 2.  
10 Ms. DeSouza’s payrate at the time of returning to employment at a rate of E-II based on the  
11 2023 salary table. Ms. DeSouza reasonably anticipated that as she had returned to work after  
12 the “effective date” of the re-negotiated salary table, she would maintain her paygrade and  
13 receive the updated salary amount reflected in the re-negotiated salary table. See Exhibit 1.  
14 She was unaware at the time that both CCSD and CCEA were going to treat the  
15 “implementation date” as the only date with any merit with regard to her paygrade. Instead, Ms.  
16 DeSouza had her paygrade reduced to reflect her existing salary amount, plus a 10% raise all  
17 teachers received, reducing her paygrade down significantly to D-I. In spite of the 10% increase  
18 in salary overall, due to the lowered paygrade level, Ms. DeSouza did suffer a reduction in  
19 salary compared to if she had maintained her prior paygrade. At the time of accepting her new  
20 Employment Agreement, Ms. DeSouza was already not being paid in line with her education  
21 level or seniority as outlined in the salary table, which would have put her at I-IV. See Exhibit  
22 1. Now, she was reduced even further causing a significant impact on her income.

23  
24  
25  
26 Despite her Grievance, and many requests to arbitrate, both CCSD and CCEA maintains  
27 the position that CCSD did not violate the Negotiated Agreement when it reduced Ms.  
28 DeSouza’s paygrade. This appears to be based completely on the February 1, 2024,

1 “implementation date” of the salary table as the only date that holds any importance.  
2 Complainant argues that the language of having an “effective date” is abundantly clear in its  
3 meaning, and any changes to the salary table should have applied to her wholly and completely  
4 upon its implementation.

5           CCSD and CCEA repeatedly state that Ms. DeSouza is not entitled to receive a new  
6 initial salary placement. **However, Ms. DeSouza isn’t asking for a new initial salary placement,**  
7 despite whether she has the qualifications for one, she is merely asking to be left at the  
8 placement in her original employment contract.

9           There exists controversy regarding several issues where dismissal is unwarranted. First,  
10 which dates takes priority with regard to her placement on the salary table, the “effective date”  
11 or the “implementation date.” Second, which “figure” on her Employment Agreement takes  
12 priority, her paygrade or her dollar salary amount.

13 **III. Conclusion.**

14           Ms. DeSouza has shown that there is at an issue of fact and law where CCSD’s and  
15 CCEA’s Motion to Dismiss must be denied.

16 DATED this 6<sup>th</sup> day of December, 2024.

HATFIELD & ASSOCIATES, LTD.

*/s/ Trevor J. Hatfield*

17 By: \_\_\_\_\_  
18 TREVOR J. HATFIELD  
19 Nevada Bar No. 7373  
20 **HATFIELD & ASSOCIATES, LTD.**  
21 703 South Eighth Street  
22 Las Vegas, Nevada 89101  
23 (702) 388-4469 Tel.  
24 (702) 386-9825 Fax  
25 [thatfield@hatfieldlawassociates.com](mailto:thatfield@hatfieldlawassociates.com)  
26 Attorneys for Complainant

HATFIELD & ASSOCIATES, LTD.  
703 8<sup>th</sup> Street \* Las Vegas, Nevada 89101  
Telephone (702) 388-4469

**CERTIFICATE OF SERVICE**

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I hereby certify that on the 6<sup>th</sup> day of December 2024, I deposited a true and correct copy of the foregoing **OPPOSITION TO CLARK COUNTY SCHOOL DISTRICT’S MOTION TO DISMISS** via electronic mail to the following:

Clark County School District  
Office of the General Counsel  
Crystal J. Pugh  
5100 West Sahara Avenue  
Las Vegas, NV 89146  
[Herrec4@nv.ccsd.net](mailto:Herrec4@nv.ccsd.net)  
[foleybj@nv.ccsd.net](mailto:foleybj@nv.ccsd.net)

Clark County Education Association  
General Counsel  
4230 McLeod Dr.  
Las Vegas, NV 89121  
[ddabaghian@ccea-nv.org](mailto:ddabaghian@ccea-nv.org)

/s/ Freda P. Brazier  
An Employee of Hatfield & Associates, Ltd.



**EXHIBIT ONE**

**EXHIBIT ONE**

**Clark County School District**  
**Licensed Professional Salary Table FY 2023-2024**  
**Effective July 1, 2023 with an implementation Date of February 1, 2024**  
**(For Illustrative Purposes)**

Years	Education	BA & B&I	BA+16	BA+32	MA	MA+16	MA+32	MA+48	PhD			
	PST	I	II	III	IV	V	VI	VII	VIII	IX	X	XI
1	A	\$55,127	\$61,376	\$67,626	\$73,876	\$80,126	\$86,375	\$92,627	\$98,876	\$105,126	\$111,376	\$117,626
2	B	\$56,689	\$62,939	\$69,188	\$75,437	\$81,688	\$87,937	\$94,189	\$100,438	\$106,688	\$112,938	\$119,188
3	C	\$58,249	\$64,501	\$70,750	\$77,001	\$83,251	\$89,502	\$95,751	\$102,001	\$108,251	\$114,501	\$120,751
4	D	\$59,814	\$66,064	\$72,314	\$78,563	\$84,813	\$91,064	\$97,314	\$103,563	\$109,813	\$116,063	\$122,313
5	E	\$61,376	\$67,626	\$73,876	\$80,126	\$86,375	\$92,627	\$98,876	\$105,126	\$111,376	\$117,626	\$123,876
6	F	\$62,939	\$69,188	\$75,437	\$81,688	\$87,937	\$94,189	\$100,438	\$106,688	\$112,938	\$119,188	\$125,438
7	G	\$64,501	\$70,750	\$77,001	\$83,251	\$89,502	\$95,751	\$102,001	\$108,251	\$114,501	\$120,751	\$127,001
8	H	\$66,064	\$72,314	\$78,563	\$84,813	\$91,064	\$97,314	\$103,563	\$109,813	\$116,063	\$122,313	\$128,563
9	I	\$67,626	\$73,876	\$80,126	\$86,375	\$92,627	\$98,876	\$105,126	\$111,376	\$117,626	\$123,876	\$130,126
10	J	\$69,188	\$75,437	\$81,688	\$87,937	\$94,189	\$100,438	\$106,688	\$112,938	\$119,188	\$125,438	\$131,689

10% COLA JULY 2023

1.875% has been added to the salaries herein for illustrative purposes pursuant to Article 26-12

Employees can progress on the salary schedule through the PGS system without having to attain degrees or college credits.

**Definition of Classes- all must have a valid Nevada certification for the level or subject taught**

- BA- Bachelor Degree from an accredited institution and a field pertinent to subject taught
- BA + 16- Bachelor Degree plus 16 college credits from an accredited institution and a field pertinent to subject taught
- BA + 32- Bachelor Degree plus 32 college credits from an accredited institution and a field pertinent to subject taught
- MA- Master's Degree from an accredited institution and a field pertinent to subject taught
- MA +16 - Master's Degree plus 16 college credits from an accredited institution and a field pertinent to subject taught
- MA +32- Master's Degree plus 32 college credits from an accredited institution and a field pertinent to subject taught
- MA +48- Master's Degree plus 48 college credits from an accredited institution and a field pertinent to subject taught
- PhD- Doctorate degree from an accredited institution in a field pertinent to subject taught.

**Clark County School District**  
**Licensed Professional Salary Table FY 2024-2025**  
**Effective September 1, 2024 for CEY personnel and October 1, 2024 for CER personnel**  
**(For Illustrative Purposes)**

Years	Education	BA & B&I	BA+16	BA+32	MA	MA+16	MA+32	MA+48	PhD			
	PST	I	II	III	IV	V	VI	VII	VIII	IX	X	XI
1	A	\$59,537	\$66,286	\$73,036	\$79,786	\$86,536	\$93,285	\$100,037	\$106,786	\$113,536	\$120,286	\$127,036
2	B	\$61,224	\$67,974	\$74,723	\$81,472	\$88,223	\$94,972	\$101,724	\$108,473	\$115,223	\$121,973	\$128,723
3	C	\$62,909	\$69,661	\$76,410	\$83,161	\$89,911	\$96,662	\$103,411	\$110,161	\$116,911	\$123,661	\$130,411
4	D	\$64,599	\$71,349	\$78,099	\$84,848	\$91,598	\$98,349	\$105,099	\$111,848	\$118,598	\$125,348	\$132,098
5	E	\$66,286	\$73,036	\$79,786	\$86,536	\$93,285	\$100,037	\$106,786	\$113,536	\$120,286	\$127,036	\$133,786
6	F	\$67,974	\$74,723	\$81,472	\$88,223	\$94,972	\$101,724	\$108,473	\$115,223	\$121,973	\$128,723	\$135,473
7	G	\$69,661	\$76,410	\$83,161	\$89,911	\$96,662	\$103,411	\$110,161	\$116,911	\$123,661	\$130,411	\$137,161
8	H	\$71,349	\$78,099	\$84,848	\$91,598	\$98,349	\$105,099	\$111,848	\$118,598	\$125,348	\$132,098	\$138,848
9	I	\$73,036	\$79,786	\$86,536	\$93,285	\$100,037	\$106,786	\$113,536	\$120,286	\$127,036	\$133,786	\$140,536
10	J	\$74,723	\$81,472	\$88,223	\$94,972	\$101,724	\$108,473	\$115,223	\$121,973	\$128,723	\$135,473	\$142,224

8% COLA September/October 2024

1.875% has been added to the salaries herein for illustrative purposes pursuant to Article 26-12

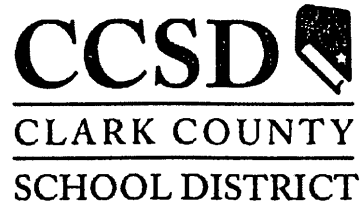
Employees can progress on the salary schedule through the PGS system without having to attain degrees or college credits.

**Definition of Classes- all must have a valid Nevada certification for the level or subject taught**

- BA- Bachelor Degree from an accredited institution and a field pertinent to subject taught
- BA + 16- Bachelor Degree plus 16 college credits from an accredited institution and a field pertinent to subject taught
- BA + 32- Bachelor Degree plus 32 college credits from an accredited institution and a field pertinent to subject taught
- MA- Master's Degree from an accredited institution and a field pertinent to subject taught
- MA +16 - Master's Degree plus 16 college credits from an accredited institution and a field pertinent to subject taught
- MA +32- Master's Degree plus 32 college credits from an accredited institution and a field pertinent to subject taught
- MA +48- Master's Degree plus 48 college credits from an accredited institution and a field pertinent to subject taught
- PhD- Doctorate degree from an accredited institution in a field pertinent to subject taught.

**EXHIBIT TWO**

**EXHIBIT TWO**



Welcome to Clark County School District

ASHLEY DESOUZA

Attached is a copy of your offer letter that you can download or print for your records.

Dear Ashley,

The Clark County School District is pleased to present to you this Offer of Employment (Conditional) pursuant to the terms and conditions set forth herein. This constitutes the only offer of employment made by the Clark County School District, any oral or other representation notwithstanding. This offer expires at 12:00 a.m. on June 30, 2023.

**Position & Location:**

**Reporting to:** MICHELE WOOLDRIDGE as a 2023-2024 Early Childhood Inclusion Teacher - BROWN ES

**Assigned Location:** BROWN, HANNAH MARIE ES

**Salary Information\*:**

**School Year:** 2023-2024

**Effective Start Date \*\*:** July 26, 2023

**Contract Days:** 189

**Step:** E

**Column:** II

**Base Salary\*:** \$54,376.00 paid Semimonthly (excludes additional pay)

\*see required documents to finalize salary placement

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. By accepting this offer, you understand and agree that these terms may change pursuant to any new or revised provisions of the applicable Negotiated Agreement.

This offer becomes null and void if altered in any manner.

**Terms and Conditions:**

1. In making this Offer of Employment (Conditional), the Clark County School District has relied upon the information, statements, and documentation you submitted on or in conjunction with your employment application. As a condition of employment, you attest and verify that all of the information, statements, and documentation you submitted are true, correct, complete, and accurate as of the date and time your application was last updated. Any false, misleading, or incomplete information, statement, or document you submitted, or any misrepresentation or omission of fact made in conjunction with your employment application shall result in the rescission of this offer/agreement and/or in your immediate dismissal.

\*\*2. Your employment is conditioned upon and the Offer of Employment will not be effective until:

- a. The satisfactory completion of the application process;
- b. A satisfactory background check;
- c. Your possession of the appropriate license from the Nevada Department of Education or other applicable Nevada agency;
- d. Ratification by the Clark County School District Board of School Trustees;
- e. Compliance with the Immigration Reform Act of 1986;
- f. You must not be under any employment contract with any other school district; and
- g. You must pass all competency tests required under the Nevada Administrative Code.

\*\*3. If you fail to satisfactorily complete the application process, if you fail to satisfactorily pass the

background check, if any of the foregoing conditions are not satisfied, or if the Clark County School District Board of School Trustees fails to ratify your employment, this offer/agreement is rescinded and/or you will be subject to immediate dismissal. If any of the conditions are not satisfied at least one day before the effective start date, the offer of employment is deemed withdrawn.

4. During your employment, you are subject to:

- a. All applicable laws and regulations of the state of Nevada;
- b. All applicable rules and regulations of the Nevada State Board of Education or other applicable Nevada agency;
- c. All the policies, regulations, rules, procedures, and practices of the Clark County School District; and
- d. All of the provisions of the Negotiated Agreement between the Clark County School District and the Clark County Education Association.
- e. As an employee it is acknowledged that the employee is a Nevada Public Employee and is therefore subject to the ethics provisions of Chapter 281 A of the Nevada Revised Statutes. Any contract for personal benefits is null and void.

**5. Professional Compensation**

- a. Your salary shall be paid in accordance with Article 26 of the Negotiated Agreement between the Clark County School District and the Clark County Education Association, shall be subject to the policies, regulations, rules, procedures, and practices of the Clark County School District, and shall begin with your Effective Start Date.
- b. Your salary placement will be adjusted, if warranted, when required documents have been received and audited. Under no circumstances will your salary be adjusted based on documents received after the school year in which you were hired.

6. Despite the anticipated assignment referenced above, the Clark County School District may assign you to any position for which you are qualified.

7. If you are employed because of your ability to instruct in a language other than English, you will be assigned to teach one or more classes composed of students who are non-English speaking, who possess limited ability to speak English, or both.

**Required Documents for Salary Placement:**

The following documents are required for salary placement. Only official transcripts will be accepted.

Verification of Teaching Experience Form (to be completed by former employer)

<http://ccsd.net/employees/current/employment/salary>

Required salary placement documents must be sent via U.S. mail, fax, or e-mail:

Mailing Address: Human Resources Division  
Clark County School District  
2832 East Flamingo Road  
Las Vegas, NV 89121

Fax: 702-387-0632

E-mail: [contracting@nv.ccsd.net](mailto:contracting@nv.ccsd.net)

**Acknowledgement and Electronic Signature:**

I have read and fully understand all of the above terms and conditions. I understand the implications of my electronic signature on this Offer of Employment (Conditional) and agree to the terms and conditions as described above. I agree that my failure to meet any of the terms and conditions set forth in this offer/agreement will result in the rescission of this offer/agreement and/or subject me to immediate dismissal.

I further acknowledge my responsibility to submit the required documents for salary placement prior to the last paycheck of the school year in which I was hired. I understand that documents submitted after the last paycheck of the school year in which I was hired will not be accepted for future salary adjustment and retroactive payment.

Best Regards,

Human Resources Division  
contracting@nv.ccsd.net

Offer electronically accepted by: ASHLEY DESOUZA

Offer electronically accepted on: May 16, 2023, 3:11 PM (UTC -08:00) Pacific Time - Vancouver, San Francisco, Los Angeles

1 OFFICE OF THE GENERAL COUNSEL  
2 CLARK COUNTY SCHOOL DISTRICT  
3 CRYSTAL J. PUGH, ESQ. (NV Bar No. 12396)  
4 5100 West Sahara Avenue  
5 Las Vegas, Nevada 89146  
6 Phone: (702) 799-5373  
7 [herrec4@nv.ccsd.net](mailto:herrec4@nv.ccsd.net)  
8 *Attorney for Respondent,*  
9 *Clark County School District*

FILED  
December 31, 2024  
State of Nevada  
E.M.R.B.  
8:55 a.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 REPLY IN SUPPORT**  
**OF MOTION TO DISMISS**

17 The CLARK COUNTY SCHOOL DISTRICT (“District”) submits the following Reply in  
18 support of its Motion to Dismiss Ashley DeSouza’s (“Complainant’s”) Complaint as not raising a  
19 justiciable controversy or probable cause for consideration.

20 **I. INTRODUCTION**

21 In her Opposition to the District’s Motion to Dismiss, Complainant maintains that it is her  
22 own separate interpretation of the 2023-2025 Negotiated Agreement that supports her Complaint,  
23 and offers no other evidence or argument to establish that the District made a unilateral change of a  
24 term and condition of her employment. Complainant did not dispute that CCEA is the exclusive  
25 bargaining representative, nor did she dispute the timeline of the negotiation events detailed in the  
26 Motion to Dismiss. Complainant did not offer any argument to show that her interpretation was the  
27 actual intent of the 2023-2025 Negotiated Agreement. Further, Complainant did not dispute that  
28 the amount of her salary did not actually decrease from the amount that was agreed upon in the



1 Offer of Employment. Complainant offered nothing but an assertion that she had a “reasonable  
2 anticipation” that she would be placed on the professional salary table (“PST”) in a different  
3 manner than what the District and CCEA had actually bargained for and agreed upon. Therefore,  
4 her claim that the District performed a unilateral change must be dismissed and an award of  
5 attorneys’ fees and costs in favor of the District is warranted.

## 6 **II. MEMORANDUM OF POINTS AND AUTHORITIES**

7 Complainant did not cite to any EMRB decision that supports her claim that her  
8 “reasonable anticipation” that she would be placed on a different column and step on the newly  
9 negotiated PST is sufficient to determine that the employer has unilaterally changed the terms and  
10 conditions of her employment. As set forth in the Motion to Dismiss, under the unilateral change  
11 theory, an employer commits a prohibited labor practice when it changes the terms and conditions  
12 of employment which fall under the subjects of mandatory bargaining listed in NRS 288.150  
13 **without first bargaining in good faith with the recognized bargaining agent.** *See City of Reno*  
14 *v. Reno Police Protective Ass’n.*, 118 Nev. 889, 59 P.3d 1212 (2002) (emphasis added).

15 In her Opposition to the District’s Motion to Dismiss, Complainant failed to show how the  
16 change of her placement on the salary table in the 2023-2025 Negotiated Agreement constitutes a  
17 unilateral change that would present a justiciable controversy that this Board may consider.  
18 Complainant did not dispute that the District and CCEA bargained for the changes in the 2023-  
19 2025 Negotiated Agreements concerning the parameters for salary placement and compensation.  
20 *See* CCSD’s Motion **Exhibit A, B** at p. 4-5, Article 26, and **C** at p. 2. Complainant did not dispute  
21 that when she was re-hired with the District in July 2023, she was compensated in accordance with  
22 the existing contract (2021-2023) and placed in Column II, Step E of the applicable salary  
23 schedule. **Exhibit A** at p. 5, Article 26-10-1, and p. 8; Opposition, p. 4. Complainant did not  
24 dispute that her salary was altered only after a successor agreement was bargained-for with CCEA.  
25 Further, Complainant did not dispute that her actual salary amount was not unilaterally altered by  
26 the District, nor did she dispute that her base salary was increased by 10% as a result of the  
27 negotiations. Instead, she framed it as a “reduction” because she thinks she should have remained  
28 at the same step and should be earning more, without offering any argument to the District’s

1 explanation that an active employee’s placement on the new salary schedule was related to their  
2 existing salary amount and was a bargained-for change that was agreed upon by CCEA.  
3 Opposition at p. 4. Altogether, Complainant did not and cannot dispute that the change to her  
4 placement on the new PST was actually a bargained-for result of the negotiations between CCEA  
5 and CCSD, and therefore, her claim that the District committed a unilateral change must be  
6 dismissed.

7         The only argument Complainant makes is that she “reasonably anticipated” that her own  
8 reading of the language on the newly-negotiated salary table would apply, despite the intent and  
9 understanding between the District and CCEA at the time the Negotiated Agreement was finalized.  
10 In her Opposition, Complainant states, “Mrs. DeSouza reasonably anticipated that as she had  
11 returned to work after the ‘effective date’ of the re-negotiated salary table, she would maintain her  
12 paygrade and receive the updated salary amount reflected in the re-negotiated salary table.”  
13 Opposition, p. 4. Complainant further says, “the language of having an ‘effective date’ is  
14 abundantly clear in its meaning, and any changes to the salary table should have applied to her  
15 wholly and completely upon its implementation.” Opposition, p. 5. In essence, Complainant  
16 actually seeks this Board’s interpretation of the language of a contract provision, which this Board  
17 is without jurisdiction to construe. *See County of Washoe v. Washoe County Sheriffs Deputies*  
18 *Assoc.*, Case No. A1-045300, Item No. 57 (1976). Complainant states that the issues in  
19 controversy are “which dates takes [sic] priority with regard to her placement on the salary table,  
20 the ‘effective date’ or the ‘implementation date’” and “which ‘figure’ on her Employment  
21 Agreement takes priority, her paygrade or her dollar salary amount.” Opposition at p. 5. These  
22 “issues” are related to language in the Negotiated Agreement which Complainant argues applies a  
23 certain way (*i.e.*, that since she was hired after July 1, 2023, and the new PST has the phrase  
24 “Effective July 1, 2023,” she is entitled to be placed on a different step and column, and thus the  
25 District violated the contract). However. the Board may not construe or interpret contract  
26 violations that would not otherwise constitute prohibited practices. *See Clark County Classroom*  
27 *Teachers Assoc. v. Clark County School Dist., et al.*, Case No. A1-045351, Item No. 130 (1982).  
28 As argued above and in the Motion to Dismiss, there is simply no unilateral change by the District

1 as the Complainant's placement on the salary table was both according to the 2023-2025  
2 Negotiated Agreement and was bargained-for and agreed upon by the employer and the  
3 employee's exclusive representative.

4 Complainant's wish that her placement on the salary schedule be different than what was  
5 negotiated between the District and CCEA is not sufficient to establish that there has been a  
6 unilateral change by the employer. Further, CCEA's interpretation of the agreement and the  
7 changes to the PST between 2021-2023 and 2023-2025 Agreements is consistent with the District,  
8 establishing that those changes were plainly bargained-for. Therefore, Complainant's pursuit of a  
9 unilateral change claim against the District fails to support a justiciable controversy and probable  
10 cause, and represents a spurious and frivolous claim that should be dismissed, with an award to the  
11 District for its attorneys' fees and costs for having to defend against this claim.

12 **V. CONCLUSION**

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

14 DATED this 31<sup>st</sup> day of December, 2024.

15 CLARK COUNTY SCHOOL DISTRICT  
16 OFFICE OF THE GENERAL COUNSEL

17 By: /s/ Crystal J. Pugh  
18 CRYSTAL J. PUGH, ESQ.  
19 Nevada Bar No. 12396  
20 5100 West Sahara Avenue  
21 Las Vegas, Nevada 89146  
22 *Attorney for Respondent,*  
23 *Clark County School District*

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that on the 31<sup>st</sup> day of December, 2024, I sent a true and correct copy of the  
3 foregoing **CLARK COUNTY SCHOOL DISTRICT’S REPLY IN SUPPORT MOTION TO**  
4 **DISMISS** by email and U.S. Mail with first class postage fully prepaid to the following:

5 Trevor J. Hatfield, Esq.  
6 HATFIELD & ASSOCIATES, LTD.  
7 703 S. Eighth Street  
8 Las Vegas, NV 89101  
9 [thatfield@hatfieldlawassociates.com](mailto:thatfield@hatfieldlawassociates.com)  
10 *Counsel for Complainant,*  
11 *Clark County Education Association*

12 Dante Dabaghian, Esq.  
13 Clark County Education Association  
14 4230 McLeod Drive  
15 Las Vegas, NV 89121  
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*/s/ Elsa C. Peña*  
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An employee of the  
Office of the General Counsel,  
Clark County School District