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STATE OF NEVADA

GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

CLYDE SMITH,

Complainant,

v.

CLARK COUNTY SCHOOL DISTRICT
(CCSD) and CLARK COUNTY
EDUCATION ASSOCIATION (CCEA),

Respondent.

CASE NO.: 2026-007

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

CLARK COUNTY SCHOOL DISTRICT ("the District" or "CCSD"), by and through its undersigned counsel, moves to dismiss Clyde Smith's ("Complainant's") Complaint as not raising a justiciable controversy or probable cause for consideration. The Complaint seeks to argue that the District committed a unilateral change to the terms and conditions negotiated with Clark County Education Association ("CCEA") in the 2023-2025 Negotiated Agreement. However, what Complainant refuses to acknowledge is that the District is consistently applying terms and conditions as negotiated between the District and CCEA. Complainant may not like the terms and how they apply to his circumstances, but he cannot maintain a claim for a unilateral change or disparate treatment when a change does not exist and the negotiated terms have been applied to him.

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1 **I. INTRODUCTION**

2 There is no justiciable issue or probable cause for the Board’s consideration in the instant
3 Complaint as against the Clark County School District. Complainant has needlessly charged the
4 District with a unilateral claim, when the District has not committed any change without
5 bargaining. Rather, what Complainant seeks to attack through his Complaint are the salary terms
6 that the District negotiated with CCEA through the collective bargaining process.

7 CCEA is the exclusive bargaining representative for licensed teachers within the District,
8 and it negotiated certain salary terms for the current negotiated agreement (the “2025-2027
9 Negotiated Agreement”) with the District, as well as the negotiated agreements between the
10 entities since 2018, that are at issue in the instant Complaint. Complainant seeks to conflate or
11 collaterally attack the negotiated terms under the guise of a unilateral change. He alleges that the
12 District failed to consistently apply the terms of the Professional Growth System (“PGS”),
13 utilized the PGS Guide to deny him credit for coursework, and that this constituted “contract
14 repudiation.” However, the PGS Guide was jointly drafted by CCEA and CCSD and is
15 specifically incorporated into the 2025-2027 Negotiated Agreement. The District cannot commit a
16 unilateral change or disparate treatment by applying terms that were agreed upon by the parties.
17 Nor is there support that the District has applied the terms any differently to Complainant than
18 others. Therefore, the claim against the District is without basis and should be dismissed.

19 **II. STATEMENT OF FACTS**

20 **A. The Negotiated Agreements Between CCEA and the District.**

21 The District is a local government employer within the meaning of NRS 288.060, and
22 CCEA is the recognized, exclusive bargaining representative for teachers within the District in
23 accordance with NRS 288.160 and NRS 288.133. The parties entered into the 2018-2021
24 Negotiated Agreement, the terms of which applied to Complainant at the time he was hired as a
25 licensed employee on July 29, 2020. *See* Relevant Pages of 2018-2021 Negotiated Agreement,
26 attached hereto as **Exhibit A**; *see also, Reno Police Protective Assoc. v. City of Reno*, Item No.
27 175, EMRB Case No. A1-045390 (1985). The terms governed his initial placement on the salary
28 table and how he could advance on the salary table after placement. *Id.* at Article 26. Notably, in

1 2017, the EMRB found that the Professional Growth System Reference Guide that had been
2 jointly drafted and worked on by an Advisory Committee made up of CCSD Management and
3 CCEA representatives throughout 2016 was a bargained-for written reference guide that affected
4 the terms and conditions of licensed employees utilizing the Professional Growth System outlined
5 in the Negotiated Agreement. *See Clark County Education Association v. Clark County School*
6 *District*, Item No. 824, EMRB Case No. 2017-008 (2017).

7 The parties entered into the 2023-2025 Negotiated Agreement, which was in effect when
8 Complainant successfully completed coursework for which he accrued contact units ("CUs"), and
9 on the date he was conferred a Master's in Education from UNLV. *See Relevant Pages of 2023-*
10 *2025 Negotiated Agreement*, attached hereto as **Exhibit B**.

11 The parties also entered into the 2025-2027 Negotiated Agreement, which is currently in
12 effect. This agreement specifically incorporates the PGS Reference Guide, stating, "CUs may be
13 earned only as provided in the PGS Reference Guide, which the parties agree to update and revise
14 as soon as possible. The update and revisions may include additional requirements for earning
15 CUs, including but not limited to pre-approved professional growth plan and more stringent
16 requirements to ensure knowledge acquisition and improvement in performance." *See Relevant*
17 *Pages of 2025-2027 Negotiated Agreement*, attached hereto as **Exhibit C**, Article 26-3-1.

18 Throughout the above-referenced three Negotiated Agreements (*i.e.* 2018-2021; 2023-
19 2025 and 2025-2027), Article 26-2-1 has remained unchanged and provides: "Licensed Personnel
20 shall move from one column to the next on the salary table in accordance with the provisions
21 below... 26-2-1(a) With the exception noted in Article 26-2-2, all licensed personnel shall only
22 move from one column to the next column on the salary table once every three years, and such
23 movement shall occur as follows: Licensed employees may move across one column every three
24 years consecutive or combined if the employee has completed 225 contact units in accordance
25 with that individual's professional growth plan." *See Exhibit A, Exhibit B, Exhibit C*. In other
26 words, once placed on the salary table upon hire, a licensed teacher's movement across the salary
27 table is based on coursework completion while employed by the School District, as outlined in the
28

1 PGS Guide, which is measured by contact units and may be applied for every three years. *Id.*; see
2 also Professional Growth System Reference Guides 2017 and 2023, attached hereto as **Exhibit D**.

3 **B. Complainant's Employment with the District.**

4 Complainant was last employed by the District on December 22, 2019, as a substitute.
5 Substitutes are not covered under the CCEA contract. See **Exhibit A**, Article 1-2. Complainant
6 was subsequently hired as a licensed teacher on July 29, 2020. As a licensed teacher, his salary
7 placement and wages were dictated by the 2018-2021 Negotiated Agreement between the District
8 and CCEA. **Exhibit A** at Article 26. Complainant was placed on the salary schedule in
9 accordance with its negotiated terms. *Id.*

10 In the Spring of 2020, Complainant began to enroll in secondary education classes at
11 UNLV. The Spring and Summer 2020 coursework was completed when Complainant was NOT a
12 licensed employee covered by the CCEA contract. See Declaration of Erik Skramstad, attached
13 hereto as **Exhibit E**. Complainant withdrew from the classes he had enrolled in for the Fall 2020
14 semester, so they were not completed. *Id.* Complainant failed the coursework in Spring 2021,
15 Summer 2021, and Fall 2022, so he did not earn credit for those courses. *Id.* Complainant
16 completed coursework in Summer 2023, Fall 2023, and Spring 2024, which accrued 200 CUs
17 based on the Negotiated Agreement and the PGS Guide. *Id.*; see also **Exhibit C** and **Exhibit D**.
18 Complainant earned a Master of Education degree on August 16, 2024. **Exhibit E**.

19 Complainant was made aware of why and how his requests for certain CUs were denied.
20 *Id.* and **Exhibit F**. Nevertheless, he has now filed a unilateral change and disparate treatment
21 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 the time and place of the occurrence of the particular acts and the names of
persons involved; and

27 (d) The legal authority under which the complaint is made.
28

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

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

6 ...

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

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

15 **IV. MEMORANDUM OF POINTS AND AUTHORITIES**

16 The EMRB has jurisdiction over unfair labor practices, and an unfair labor practice
17 includes the prohibited practice of unilaterally changing a subject of mandatory bargaining. Under
18 the unilateral change theory, an employer commits a prohibited labor practice when it changes the
19 terms and conditions of employment that fall under the subjects of mandatory bargaining listed in
20 NRS 288.150 without first bargaining in good faith with the recognized bargaining agent. *See*
21 *City of Reno v. Reno Police Protective Ass'n.*, 118 Nev. 889, 59 P.3d 1212 (2002). This Board
22 generally looks to what the established terms of employment were before the alleged change, then
23 looks to what the terms of employment were after the alleged change, and then comparing the two
24 to determine if a change by the employer has in fact taken place. *Service Empl. Int'l Union, Local*
25 *1107 v. Clark County*, Item No. 713A, EMRB Case No. A1-04596 (2010).

26 Here, Complainant's claim against the District fails because there is no change to support
27 a unilateral change claim, as utilization of the PGS Guide in determining accrual of CUs was
28 bargained for between CCEA and the District. A mandatory subject of bargaining includes
"salary or wage rates or other forms of direct monetary compensation." NRS 288.150(2)(a). As
provided in the 2018-2021 and 2025-2027 Negotiated Agreements, the parameters concerning

1 salary placement and accrual of CUs are bargained for with CCEA. **Exhibit A** at Article 26 and
2 **Exhibit C** at Article 26. Upon being hired with the District as a licensed teacher in July 2020,
3 Complainant was placed on the salary schedule consistent with the existing contract with CCEA.
4 **Exhibit A** at Article 26. Complainant does not dispute this in the Complaint.

5 Complainant's completion of coursework after his hiring is a separate matter. Indeed,
6 complainant enrolled in coursework at UNLV over a period of four years, completing some
7 classes, withdrawing from some classes, and failing others. Complainant earned a Master of
8 Education in 2024, four years after his initial placement on the salary table. The current 2025-
9 2027 Negotiated Agreement specifically incorporated the PGS Guide to determine how CUs are
10 earned. **Exhibit C** at Article 26-3-1. These terms were applied to Complainant's successful
11 completion of coursework while employed by the District. **Exhibit D**. Further, unlike what
12 Complainant seeks to argue or have occur, there is no provision that gives him the right to change
13 his initial salary placement four years later based on an earned degree post-hire. Therefore,
14 Complainant's salary placement/wages and advancements followed the negotiated terms and
15 long-standing practice, and the District did not perform any unilateral change of the terms and
16 conditions of Complainant's employment.

17 Complainant himself seems to conflate what he is requesting and what the contract allows.
18 Complainant avers that there are two mechanisms of salary advancement: Contact Unit
19 Advancement (PGS Path) and Degree-Based Advancement. Complainant appears to argue that he
20 is entitled to advancement on the salary table based on the CUs he accrued when he pursued his
21 master's degree, and also that his *initial* salary placement should be changed based on having
22 earned a master's degree four years after he was hired as a licensed teacher. Complainant appears
23 to argue that he should have accrued 296 contact units, and disputes the use of the PGS in
24 determining whether coursework would count toward accrued units. He then turns around and
25 states that this is an "Article 26 salary placement issue," seemingly contending that his initial
26 salary placement should be changed to reflect the master's degree, and not utilizing the PGS that
27 was bargained for. Complaint p. 2, ¶¶ 6-21. Notably absent from the argument are contractual
28 provisions supporting his position. That is because they do not exist in the manner argued. His

1 attempt to argue a unilateral change or disparate treatment fall flat because they are based on a
2 fundamental misunderstanding of what was negotiated and in place between the parties.

3 The District did not make a unilateral change regarding the terms of salary placement or
4 salary advancement pursuant to PGS. Nor did the District apply such terms differently to
5 Complainant. A unilateral change claim cannot be maintained when there is no change. And, a
6 disparate treatment claim cannot be maintained when terms are being applied as negotiated.
7 Complainant's pursuit of a unilateral change and disparate treatment claim against the District not
8 only fails to support a justiciable controversy and probable cause, but represent a spurious and
9 frivolous claim that should be dismissed.

10 **V. CONCLUSION**

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

12 DATED this 26th day of May, 2026.

13 CLARK COUNTY SCHOOL DISTRICT
14 OFFICE OF THE GENERAL COUNSEL

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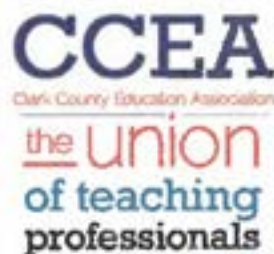
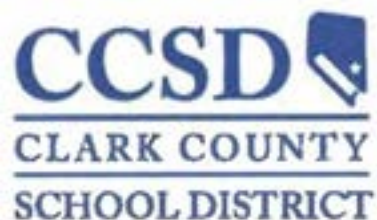
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Clyde Smith
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EXHIBIT A

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



2018-2021

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PREAMBLE

This Agreement is made and entered into by and between the Clark County School District in the City of Las Vegas, County of Clark, in the State of Nevada and the Clark County Education Association effective September 13, 2018.

WHEREAS, the Clark County Board of School Trustees in the City of Las Vegas, County of Clark, State of Nevada, and the Clark County Education Association, the parties of this Agreement recognize and declare that providing the highest standards of education for the children of the District is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching staff, and

WHEREAS, the Board of School trustees is the duly elected governing body of the District, with the powers as delegated by the laws of the State of Nevada, to formulate programs and policies for the operations of the District to be directed through their designated representative, the superintendent of schools, and

WHEREAS, the members of the teaching profession are particularly qualified to assist in the improvement of educational standards, and

WHEREAS, a free and open exchange of views is desirable and necessary by and between the parties hereto in their efforts to negotiate in good faith and with respect to wages, hours, and conditions of employment, and

WHEREAS, members of the teaching staff in the District have the right to join, or not join, any organization for their professional or economic improvements:

NOW THEREFORE IT IS AGREED:

ARTICLE 1 DEFINITIONS

- 1-1 The term "NRS 288," as used in this Agreement, shall refer to the Statutes of Nevada enacted by the 1969 Session of the Nevada Legislature and revised by subsequent sessions of the Nevada Legislature.
- 1-2 The term "Teachers," as used in this Agreement, shall refer to all licensed staff members eligible for membership in the Clark County Education Association.
- 1-3 The term "School Trustees," as used in this Agreement, shall mean the Board of School Trustees of the Clark County School District, and is the entity known as the Local Government Employer in NRS 288.060.
- 1-4 The term "Association," as used in this Agreement, shall mean the Clark County Education Association and is the entity known as the Employee Organization in NRS 288.040.
- 1-5 The term "School District," as used in this Agreement, shall mean the Clark County School District.
- 1-6 The term "Superintendent," as used in this Agreement, shall mean the Superintendent of Schools of the Clark County School District or his/her designated representative.
- 1-7 The terms "School Trustees" and "Association" shall include authorized officers, representatives, and agents. Despite references herein to "School Trustees" and "Association," as such, each reserves the right to act hereunder by committee or designated representative.
- 1-8 The term "School Year" shall be as defined in NRS 388.080 which states: "The public school year shall commence on the first day of July and shall end on the last day of June." The term "Contracted School Year," as used in this Agreement, shall mean the period of time of the first contracted day in the fall until the beginning of the next contracted school year.
- 1-9 The term "Board" means the Local Government Employee-Management Relations Board (EMRB), as provided in NRS 288.030.
- 1-10 The term "Agreement" refers to the name of this document, being the Professional Negotiation Agreement between the Clark County School District and the Clark County Education Association.
- 1-11 The term "Immediate Family" pertaining to the use of sick leave shall mean mother, father, husband, wife, son, daughter, brother, sister, mother-in-law, father-in-law, foster child, step child, step parent, or any person living in the immediate household of the employee. The term "Immediate Family" pertaining to the use of bereavement leave shall include those persons named above or any person living in the immediate household of the employee and also grandmother, grandfather, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, foster parent, aunt and uncle.
- 1-12 The term "Personnel Officer," as used in this Agreement, refers to the Superintendent's designee.
- 1-13 The term "Day" shall be defined as any day in which a covered employee is required to be and is present on the job.

- 1-14 The term "Trust," as used in this Agreement, shall mean the Teachers Health Trust as established by the Clark County Education Association.
- 1-15 The term "Adjusted Hire Date", as used in this Agreement, shall mean the original hire date less any breaks in service as a result of resignation or leave of absence.
- 1-16 The Contract Maintenance Committee shall be a committee established and staffed by the parties to meet regularly and to discuss appropriate issues. The Committee shall meet at least four times annually on a quarterly basis.

ARTICLE 2 RECOGNITION

- 2-1 Excluding the Superintendent and employees paid on the Unified Administrative Salary Schedule, the School Trustees recognize the Association as the exclusive representative of all licensed personnel employed or to be employed by the School District.
- 2-2 It is acknowledged and understood by the parties hereto that recognition was and is granted in accordance with NRS 288. Recognition is granted only so long as the Association complies with the provisions of NRS 288, and it may only be withdrawn during the term of this Agreement in accordance with NRS 288.
- 2-3 All rights and privileges granted to the Association under the provisions of this Agreement shall be for the exclusive use of the Association subject to the exception of NRS 288.140.

ARTICLE 3 IMPASSE PROCEEDINGS

- 3-1 It is understood, if the parties fail to reach agreement as a result of direct negotiations, impasse proceedings may be invoked by either party in accordance with the provisions of NRS 288.

ARTICLE 4 GRIEVANCE AND ARBITRATION PROCEDURE

- 4-1 A grievance is defined as any dispute which arises regarding an interpretation, application or alleged violation of any of the provisions of this Agreement. A grievance may be filed by an employee of the School District covered by this Agreement, or by the Association. The Association may also file a grievance on behalf of a class of employees of the School District covered by this Agreement. A grievance shall not include any matter or action taken by the School Trustees, or any of its agents, for which relief is granted by the statutes of Nevada. No precedent shall be set between the District and the Association as a result of a grievance filed by an individual unless the Association submits the matter to Step Three, Arbitration.
- 4-2 The provisions of this Article are for the purpose of setting forth the full grievance procedure including the time limits relating to these procedures which may culminate in arbitration.

- 22-11 It is the intent of the District that the time added to the teachers' workday beyond the seven (7) hours shall be implemented with the start of the 1990-91 contracted school year and shall be used to increase existing periods at the secondary level and subject areas at the elementary level.

**ARTICLE 23
NO STRIKES/WORK STOPPAGES**

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

**ARTICLE 24
GENERAL SAVINGS CLAUSE**

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

**ARTICLE 25
TEACHERS' CONTRACT OF EMPLOYMENT**

- 25-1 This Agreement shall be incorporated by reference and become a part of the teachers' contract of employment.

**ARTICLE 26
PROFESSIONAL COMPENSATION**

- 26-1 The following definition of terms shall apply to Article 26 and any other applicable portions of this Agreement.
- a. Professional Salary Table (PST): The salary table in effect from March 1, 2016, through end of the 2015-2016 school year (Table 1), and, subsequently, the salary table in effect for the 2016-2017 school year (Table 2), which contains a cost of living increase of 2.25% on each step.
 - b. Salary Schedule (SS): The salary schedule in effect for the 2015-2016 school year (Table 4).
 - c. Transitional Salary Schedule (TSS): The transitional salary schedule (Table 3) which includes an additional new step on each column, the value of which is \$1321.00 higher than the highest step in the same column. Other than the additional step, the TSS is the same table as the SS.
 - d. Contact units earned for participation in designated coursework or professional development, as follows:

1. One (1) contact unit shall be earned for each one hundred eighty (180) minutes of participation outside the licensed employee's contracted work day and as approved by the principal/designee or appropriate administrator.
 2. Five (5) contact units shall be earned for each college/university semester credit.
 3. Three and one half (3.5) contact units shall be earned for each college/university quarter credit.
 4. Five (5) contact units shall be earned for one CCSD Professional Development Education Unit.
 5. Five (5) contact units shall be earned for one Continuing Education Unit (CEU). One (1) CEU = fifteen (15) contact hours.
- e. Professional Salary Table Column: On the PST the columns across which those who earn contact units advance.
 - f. Professional Salary Table Step: On the PST the steps by which those who earn service credit advance.
 - g. Joint Hearing Panel: The panel which will hear past and transitional disputes with regard to placement, i.e., steps as they relate to current placement on the salary schedule (SS), the transitional salary schedule (TSS), or the professional salary table (PST).
 - h. Professional Salary Table Joint Committee (PST-JC): The committee of not less than four CCEA members and four CCSD appointed administrators representatives of CCSD and CCEA who shall meet twice a year to review the salary schedule and any emergent issues or implementation problems.
 - i. NEPF: The Nevada Educator Performance Framework or any licensed personnel evaluation framework mandated by Nevada statute and/or CCSD policy (as applicable) for use during the time period of this Agreement.

26-2

Licensed personnel shall move from one column to the next on the salary table in accordance with the provisions below. For purposes of this section, use of the term NEPF shall refer to the Nevada Educator Performance Framework or to any licensed personnel evaluation framework mandated for use during the time period of this agreement.

26-2-1

With the exception noted in Article 26-2-2, all licensed personnel shall only move from one column to the next column on the salary table once every three years, and such movement shall occur as follows:

- a. Licensed employees may move across one column every three years if the employee has completed 225 contact units in accordance with that individual's professional growth plan.
- b. Movement to a new column on the salary schedule shall be to the next column and then one step, as part of regular step movement, down on the salary schedule, i.e., move across and one step down. No licensed employee will be eligible for more than one step movement per year, in total.
- c. These provisions apply to Articles 26-2-1 and 26-2-2.

- d. The process for licensed employees to move across one column pursuant to this Article shall begin in the school year 2016-2017.
- e. Accumulated units may only be utilized to move across one column at a time; in other words, the same units may not be utilized as the basis for multiple column moves.

26-2-2 For the term of this 2015 through 2017 agreement, licensed employees who are assigned to work in any designated Title 1, Tier 1, or Title 1, Tier 2, school for two consecutive school years, commencing with the 2016-2017 school year, and who are otherwise eligible to move across one column on the salary table may do so once every two school years, provided that:

- a. The licensed employee remains working in a Title 1, Tier 1, or Title 1, Tier 2 school for the two years while completing 225 contact units and;
- b. Title 1, Tier 1, and Title 1, Tier 2, schools as utilized in this section mean schools identified as Title 1, Tier 1, or Title 1, Tier 2, as of January of the prior school year as determined by the Nevada Department of Education, and;
- c. If the licensed employee transfers to a school that is not a Title 1, Tier 1, or Title 1, Tier 2, school, then column movement will be implemented pursuant to Article 26-6, and the employee shall notify Human Resources that he/she is moving to the three-year track column movement.
- d. If the employee elects to move from a Title 1, Tier 1, and Title 1, Tier 2 school to one that is not in that category, then the contact units accumulated during the two-year time period shall apply to a three-year track column movement.

26-2-3 The "Professional Salary Table Joint Committee" (PSTJC) shall prescribe terms for movement across columns for those who earn "Master Practitioner" status, and such terms shall govern requirements for movement across no more than two columns within one four school-year time period upon achievement of Master Practitioner status. Such provisions shall provide the "Master Practitioner" licensed employee with the compensation equivalent of one column movement plus two steps, or not more than \$7,926.00.

- a. Terms shall be agreed to by no later than February 1, 2016.
- b. Once such terms are agreed to, they will be incorporated into the language above and become Article 26-2-3.
- c. If the PSTJC cannot agree on terms, the Superintendent shall make the final determination.

26-2-4 Any dispute arising from a supervisor's denial of coursework and/or contact units toward column movement shall be handled in the following manner:

- a. The licensed employee shall seek informally to resolve the dispute by discussing the denial with his/her supervisor.
- b. If the dispute is not resolved at that level, the licensed employee shall submit a standard appeal form to the Joint Hearing Panel. The appeal form shall be developed by the Joint Hearing Panel and shall, at a minimum, include the following information from the licensed employee:

description of professional learning opportunities, applicable NEPF standard to which the professional learning opportunities apply, and reason(s) for requesting approval. The appeal form shall also include the reason(s) from the supervisor regarding why the course was not approved. This process shall be completed within two (2) weeks from the date of the submitted appeal.

- c. If the dispute is not resolved at that level, the appeal form shall be forwarded to the cabinet member who oversees that unit/division for review and determination. This process shall be completed within (7) seven working days from the date of the cabinet member receiving the appeal.
- d. If the dispute is not resolved at that level, the appeal form shall be forwarded to the Office of the Superintendent. The Superintendent shall issue a decision within seven (7) working days of receiving the appeal.
- e. The decision of the Superintendent is final.
- f. The Superintendent's decision is not subject to the grievance and arbitration procedures of this Agreement.
- g. If a licensed employee wishes to utilize the grievance and arbitration provisions of this Agreement to dispute salary placement under this provision (26-2-4), the licensed employee may do so provided that:

26-2-4-1 The employee provides notification on the appropriate grievance form utilizing the timelines prescribed under the grievance and arbitration provisions of this Agreement.

26-2-4-2 The employee waives his/her option to utilize the Joint Hearing Panel Process described herein in Article 26-2-4.

26-2-5 A licensed employee shall advance one (1) step on the professional salary table for each additional year during the term of this Agreement. Even if licensed employees move across to the next column in accordance with the provisions of Article 26-2-1, they are only eligible to move one step for each school year.

26-2-6 Notwithstanding any provision of this Agreement to the contrary, there are licensed positions which may be determined by the District to be critical needs positions. In an effort to encourage licensed employees to accept and then to remain in those positions, the parties may negotiate new terms related to this issue under Article 26-5 of this Agreement.

26-2-7 Licensed personnel shall move one pay step on the Professional Salary Table (PST) effective June 1, 2018. There will be no pay step retroactivity prior to June 1, 2018 for pay step movement.

26-2-8 For the 2018-2019 contracted school year only, licensed employees who qualify for column movement in accordance with the provisions of Article 26-2 shall be moved across one column. Except for the column movement specified in the preceding sentence, there shall be no step movement, column movement or other wage, compensation or benefit increases (unless those matters are subject to a current grievance or arbitration proceeding) during the term of the 2018-2021 Negotiated Agreement unless changes are agreed to by the parties pursuant to Article 42.

26-3 Professional Growth System

26-3-1 The CCSD and CCEA believe it is important to maintain a professional learning system which leads to improvement in student learning and educator/licensed professional practice. The PST shall recognize professional growth which promotes significant contributions to student learning and educator/licensed professional practice, and is equally accessible by all members of the bargaining unit. The PST shall reward and encourage educators/licensed professionals to remain career-long learners in order to increase student learning, enhance and update relevant skills, and have educators/licensed professionals be visible models as learners to their students and colleagues. Therefore, the Professional Growth System ("PGS") referenced in Article 26-3-3 herein shall encourage Professional Growth Plan (PGP) proposals which use evidence of updated skills and measures of student performance as the basis for column movement along the PST.

26-3-2 The purpose of the PGS is as follows:

- a. Provide career options for licensed professionals who want to seek additional responsibility without leaving the classroom;
- b. Recognize and reward licensed professionals who attain and demonstrate knowledge and skills that improve instructional and professional practice, and;
- c. Recognize and reward improved licensed professional practices that are a factor in student learning and other student outcomes.

26-3-3 Consistent with the Professional Growth System Memorandum of Agreement between the CCSD and CCEA, the process for developing and implementing a Professional Growth Plan shall be as follows:

- a. Develop an Action Plan.
- b. Design the PGP.
- c. Propose and receive authorization for the PGP.
- d. Maintain evidence of the PGP.
- e. Undergo a yearly review of the PGP.
- f. Document accomplishments pertaining to the PGP.

26-4 The Joint Hearing Panel comprised of three (3) CCSD designees and three (3) CCEA designees shall be established to review disputed educational attainment credits or placement concerns, i.e., steps as they relate to current placement on the salary schedule (SS), the transitional salary schedule (TSS), or the professional salary table (PST).

26-4-1 Employees who dispute their current step/column placement on the salary schedule in effect at the beginning of the 2015-2016 school year shall submit their dispute to the panel by January 29, 2016. The Joint Hearing Panel must make a determination of those issues by February 12, 2016.

26-4-2 Employees who dispute their placement on the TSS shall have until March 15, 2016, to submit issues to the panel. The Joint Hearing Panel must make a determination of those issues by March 30, 2016.

26-4-3 Determination of employee placement and transition to the (new) PST salary schedule shall be governed by the provisions set forth in the "Memorandum of Agreement for Transition of Current Licensed Staff to the New Professional

Salary Table" and shall be finalized by February 15, 2016. CCSD and CCEA representatives shall meet on February 15, 2016, to review the placement and discuss any emergent issues. Employees shall be placed on the new salary schedule effective March 1, 2016.

- 26-4-4 If the Joint Hearing Panel cannot reach agreement, the Superintendent shall make the final determination, and such decision is not subject to the grievance and arbitration provisions of this agreement.

If a licensed employee wishes to utilize the grievance and arbitration provisions of this Agreement to dispute salary placement under this provision (26-4), the licensed employee may do so provided that:

- 26-4-4-1 The employee provides notification on the appropriate grievance form utilizing the timelines prescribed in Article 26-4 and in the "Memorandum of Agreement for Transition of Current Licensed Staff to the New Professional Salary Table," and;

- 26-4-4-2 The employee waives his/her option to utilize the Joint Hearing Panel Process described herein in Article 26-4.

- 26-4-5 Only pay for the 2015-16 school year, and the associated transition to the PST, is eligible for reconsideration of the Joint Hearing Panel. In other words, no retro pay for previous school years shall be provided, regardless of the decision of the Joint Hearing Panel.

- 26-4-6 It is acknowledged by each party that CCSD may require an adjusted timeline for the transition, should unanticipated difficulties arise. Should the timeline need to be adjusted, CCSD shall establish a new timeline, and the new timeline shall be communicated to the CCEA.

- 26-5 Representatives of CCSD and CCEA shall meet twice a year as the Professional Salary Table Joint Committee (PSTJC) to review the salary schedule and any emergent issues or implementation problems and by mutual consent can modify the terms of Articles 26-1 through Article 26-5. Those meetings shall take place in the first and last quarter of each fiscal year's budget.

- 26-6 Recruiting and retaining qualified classroom teachers in at-risk schools (as outlined in Article 26-2-2) is an important outcome of the new professional salary schedule. Employees in at-risk schools as identified in Article 26-2-2, who are eligible for the two-year column movement track, shall move one column in the year following successful completion of the two-year program as long as they remain in an at-risk school as defined by Article 26-2-2. Accordingly, the parties agree to monitor progress on achieving that outcome, and if needed, shall consider modifying this Agreement to ensure that placing and retaining qualified classroom teachers in at-risk schools is being accomplished.

- 26-7 If using college/university credits as part of the employee's Professional Growth Plan, only units as awarded in semester hours or the equivalent quarter hours secured after the requirements for the degree have been completed for the degree, in upper division or graduate courses recognized by the Commission on Professional Standards in Education, will be recognized for use in the Professional Growth Plan

- 26-8 Initial placement for licensed employees who are hired by the District, and who have no previous contracted licensed employee experience, shall be on Column 1, Step A.

- 26-8-1 A licensed employee hired after January 31, who has no previous teaching experience recognized by the District, shall not be eligible for advancement to

the next step until one year from the beginning of the ensuing school year. Licensed employees hired after January 31 must also complete the New Teacher Induction Program by the end of the third school year to advance to the next step. If a licensed employee fails to complete the New Teacher Induction Program, the individual will remain at Step B for the ensuing two school years and will not be able to advance to Step C until then.

26-8-2 A licensed employee who has no previous licensed experience recognized by the District, hired prior to February 1, must complete the New Teacher Induction Program by the end of the second school year. If an individual fails to complete the New Teacher Induction Program by the end of the second school year, the teacher will remain at Step B for the ensuing two years and will not be able to advance to Step C until then. New Teacher Induction Program contact units may also be accumulated and utilized for column movement.

26-9 Initial placement provisions for an experienced licensed employee new to the District who has been employed as a licensed employee within the last three years shall be as follows:

26-9-1 The licensed employee shall submit the employee's most recent licensed employee contract to Human Resources.

26-9-2 Human Resources shall determine the licensed employee's base salary contract amount from the employee's previous position.

26-9-3 Human Resources shall place the licensed employee on the Professional Salary Table (PST) in the following manner:

- a. Determine the value of the PST step closest to, but not less than, the licensed employee's previous licensed base salary.
- b. On the PST, place the employee on the closest corresponding step that is on the column farthest to the left, but no farther down the schedule than Step G.
- c. In other words, no new licensed employee shall be placed on step H, I or J.

26-10 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 placed on the PST as follows for the 2016-2017 and 2017-2018 school years.

26-10-1 The 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 Professional Salary Table (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.
 - (f) Professional development credits ONLY if such credits were received after a Bachelor's degree and were required for an "alternative route to licensure" program leading to a standard teaching license in another state.
- 26-10-4-2 "Most recent licensed assignment" is defined as the class or classes the employee was assigned or licensed to teach in the most recent school year he/she worked or the class or classes the employee was notified would be taught in the subsequent school year.
- 26-10-4-3 "Related to" is defined as courses in the subject area taught at the secondary level and the basic core subjects such as, but not limited to, English, reading, math, and science at the elementary level.
- 26-10-4-4 "Additional endorsement(s) being pursued" is defined as taking the minimum number of courses which would qualify for an endorsement, or ten semester credit hours or the equivalent, approved by the Nevada Department of Education as meeting the requirements for an endorsement.
- 26-10-4-5 "Additional PK-20-related degree(s) being pursued" is defined as enrollment in a program leading to a PK-20-related degree, or other evidence which would indicate that the courses taken will lead to the awarding of a PK-20-related degree and which may be used for placement on the salary schedule in accordance with provisions of this Article.

- 26-10-4-6 With the exception of Article 26-10-4-1 (f), specifically excluded are courses which are not credit bearing toward a degree or in-service courses not offered by the District. In addition, the District may deny credit for courses which it deems are of a frivolous nature or which are not related to the established curriculum of the District. The definition of frivolous shall be grievable.
- 26-10-4-7 Only PK-20-related, advanced degrees awarded by an accredited institution recognized by the Commission on Professional Standards in Education in a field pertinent to the position and valid in their entirety for Nevada certification for level and subject taught will be recognized for advancement on the salary schedule.
- 26-10-4-8 Non-educational, "professional" degrees such as doctors of chiropractice, homeopathy, veterinary or other medicine, dentistry, divinity, juris doctor, business, MBA and similar degrees shall be awarded degree class placement on the licensed employees' salary schedule only if substantively related to the licensed employee's current assignment.
- 26-10-4-9 Licensed personnel required to take CEUs to maintain a professional accreditation that is required by the appropriate agency as determined by that state's licensing regulations shall be subject to the requirements and may use CEUs in lieu of professional growth. CEUs earned during the 2004-2005 school year and beyond may be used in lieu of professional growth credits at the rate of fifteen contact hours to one professional growth credit. CEUs must be earned through an appropriate, accredited provider.
- 26-11 The contracted salary of a licensed employee as specified in the schedules named in Article 26-1 shall be made in twenty-four (24) equal installments payable twice monthly, not to exceed twenty-four (24) payments per year.
- 26-12 ROTC instructors/ROTC instructor assistants shall be placed in accordance with the applicable provisions of Article 26-9, and in accordance with the ROTC instructor's/assistant's minimum instructor pay (MIP) in accordance with the applicable Defense Department regulations pertaining to minimum military instructor pay for ROTC instructors.
- 26-13 In order to place newly hired licensed nurses on the PST, the licensed nurse shall first be placed on the TSS and then shall be placed on the PST in accordance with Article 26-10. On the TSS, the licensed nurse is eligible for placement on Class D at the Step the nurse would otherwise have been eligible for in accordance with the provisions of Article 26-10.
- 26-14 Newly hired employees who possess an earned specialist degree will be placed first on the TSS and then will transition to the PST in accordance with Article 26-10 and the following provisions:
- 26-14-1 If the degree consists of no less than 65 credit hours after completion of a bachelor's degree, the newly hired licensed employee shall be eligible for placement on Class F on the TSS.

- 26-14-2 Any school psychologist who completes an equivalent program as that of a specialist and who receives a master's degree in school psychology from a university whose program is accredited by the National School Psychology Certification System and who is certified as such by the National Association of School Psychologists shall be eligible for placement in Class E on the TSS if the program consists of at least 49 credit hours after completion of the bachelor's degree and for placement in Class F on the TSS if the program consists of at least 65 credit hours after completion of the bachelor's degree.
- 26-15 District support staff employees who are hired as licensed employees within one (1) year of resignation or retirement from service as a District support staff employee shall be placed in accordance with the provisions of Article 26-10, utilizing the support staff employee's previous base salary.
- 26-16 Newly hired social studies teachers who possess a juris doctor degree shall first be placed on the TSS and then will transition to the PST in accordance with Article 26-10 and the following: the juris doctor degree shall be applicable for payment at Class D on the TSS salary schedule. Those eligible for placement under this sub Article shall be eligible for placement in Classes E and F if the requirements for placement in those classes have been otherwise met, provided that such credits have not been previously utilized for placement in Classes A, B, or C and were earned after awarding of the juris doctor degree.
- 26-17 Those licensed employees who, while serving in the U.S. Armed Forces, went to formal instructor training and taught full-time in a military training program shall be placed in accordance with the provisions of Article 26-9 or Article 26-10, as applicable, utilizing the instructor's previous base salary.
- 26-18 Licensed occupational teachers with an endorsement in business and industry assigned to teach a vocational subject at Southern Nevada Vocational Technical Center and Area Technical Trade Center or other non-comprehensive senior high schools or institutional programs where a degree is not required, and physical therapists and occupational therapists shall first be placed on the TSS and then will transition to the PST in accordance with Article 26-10 and the following: The licensed employee will be initially placed on Class D, Step 3, of the TSS salary schedule. This shall also apply to teachers in comprehensive high schools who are assigned to teach in nonacademic subjects which require a business and industry endorsement which endorsement is ineligible to be received on an educational elementary, secondary or special license.
- 26-19 The Superintendent or designee may, after consultation and agreement with the Association, recognize additional "service" credit for those covered under Articles 26-12 through Article 26-19.
- 26-20 Shared Contracts / Half-Time Contracts
- Any licensed employee who accepts a shared contract shall be entitled to only one-half of the contribution paid by the District for health insurance benefits. This is not to be construed as an entitlement on the part of any licensed employee to a shared contract which may be conferred or renewed at the sole discretion of the District.
- A shared contract shall consist of one full-time position at one school shared during one school year by two licensed employees who have agreed to accept such a contract.
- Currently existing shared contracts will be allowed for the 2010-2011 school year. 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.

26-21 For the 2010-2011 school year, \$155,459, which was money previously earmarked and designated for new hire orientation, shall be used for the new hire orientation and for reimbursement to the District under Article 17-1-1. The amount shall be increased by two percent (2%) annually for the duration of the contract.

CLARK COUNTY SCHOOL DISTRICT
TABLE ONE (1): LICENSED PROFESSIONAL SALARY TABLE (PST)
FISCAL YEAR 2015-2016
EFFECTIVE MARCH 1, 2016

Step	Column							
	I	II	III	IV	V	VI	VII	VIII
A	\$40,000	\$45,284	\$50,568	\$55,852	\$61,136	\$66,420	\$71,704	\$76,988
B	41,321	46,605	51,889	57,173	62,457	67,741	73,025	78,309
C	42,642	47,926	53,210	58,494	63,778	69,062	74,346	79,630
D	43,963	49,247	54,531	59,815	65,099	70,383	75,667	80,951
E	45,284	50,568	55,852	61,136	66,420	71,704	76,988	82,272
F	46,605	51,889	57,173	62,457	67,741	73,025	78,309	83,593
G	47,926	53,210	58,494	63,778	69,062	74,346	79,630	84,914
H	49,247	54,531	59,815	65,099	70,383	75,667	80,951	86,235
I	50,568	55,852	61,136	66,420	71,704	76,988	82,272	87,556
J	51,889	57,173	62,457	67,741	73,025	78,309	83,593	88,877

employee compensation or benefits, CCEA reserves the right to meet and confer about that same agreement.

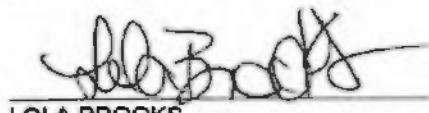
- 42-14 The parties agree to consider "Pilot Projects" that advance student achievement, educator recruitment, and retention in high need areas. These Pilot Projects, unless mutually agreed to by the parties, shall not alter the 2018-2021 Negotiated Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 13th Day of September 2018.

BOARD OF SCHOOL TRUSTEES FOR THE CLARK COUNTY SCHOOL DISTRICT


DEANNA WRIGHT
President


JESUS F. JARA
Superintendent of Schools


LOLA BROOKS
Clerk

FOR THE CLARK COUNTY EDUCATION ASSOCIATION

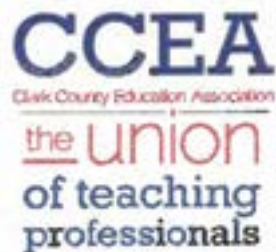

DAN PRICE
Negotiations Committee Chair


VICTORIA COURTNEY
President


JOHN VELLARDITA
Executive Director

EXHIBIT B

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



2023-2025

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PREAMBLE

This Agreement is made and entered into by and between the Clark County School District in the City of Las Vegas, County of Clark, in the State of Nevada and the Clark County Education Association effective per the Arbitrator decision on December 20, 2023.

WHEREAS, the Clark County Board of School Trustees in the City of Las Vegas, County of Clark, State of Nevada, and the Clark County Education Association, the parties of this Agreement recognize and declare that providing the highest standards of education for the children of the District is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching staff, and

WHEREAS, the Board of School trustees is the duly elected governing body of the District, with the powers as delegated by the laws of the State of Nevada, to formulate programs and policies for the operations of the District to be directed through their designated representative, the superintendent of schools, and

WHEREAS, the members of the teaching profession are particularly qualified to assist in the improvement of educational standards, and

WHEREAS, a free and open exchange of views is desirable and necessary by and between the parties hereto in their efforts to negotiate in good faith and with respect to wages, hours, and conditions of employment, and

WHEREAS, members of the teaching staff in the District have the right to join, or not join, any organization for their professional or economic improvements:

NOW THEREFORE IT IS AGREED:

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

ARTICLE 23 NO STRIKES/WORK STOPPAGES

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

ARTICLE 24 GENERAL SAVINGS CLAUSE

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

ARTICLE 25 TEACHERS' CONTRACT OF EMPLOYMENT

- 25-1 This Agreement shall be incorporated by reference and become a part of the teachers' contract of employment.

ARTICLE 26 PROFESSIONAL COMPENSATION

- 26-1 The following definition of terms shall apply to Article 26 and any other applicable portions of this Agreement.

- a. Professional Salary Table (PST): The salary table shall be effective on July 1, 2023, with an implementation date of February 1, 2024, and retroactive payments in accordance with Article 26-21 of this Agreement, for each employee pursuant to their contract (Table 1).
- b. Contact units earned for participation in designated coursework or professional development, in accordance with the September 1, 2023, PGS Reference Guide (see addendum).
- c. Professional Salary Table Column: On the PST the columns **across** which those who earn contact units advance.
- d. Professional Salary Table Step: On the PST the steps by which those who **earn** service credit advance.
- e. PGS Advisory Panel (made up of representatives from CCSD and CCEA): The panel which will hear disputes related to the interpretation and implementation of the PGS advancement process.
- f. NEPF: The Nevada Educator Performance Framework or any licensed personnel evaluation framework mandated by Nevada statute and/or CCSD policy (as applicable) for use during the time period of this Agreement.

26-2

Licensed personnel shall move from one column to the next on the salary table in accordance with the provisions below. For purposes of this section, use of the term NEPF shall refer to the Nevada Educator Performance Framework or to any licensed personnel evaluation framework mandated for use during the time period of this agreement.

26-2-1

With the exception noted in Article 26-2-2, all licensed personnel shall only move from one column to the next column on the salary table once every three years, and such movement shall occur as follows:

- a. Licensed employees may move across one column every three years consecutive or combined if the employee has completed 225 contact units in accordance with that individual's professional growth plan.
- b. Movement to a new column on the salary schedule shall be to the next column and then one step, as part of regular step movement, down on the salary schedule, i.e., move across **and** one step down. No licensed employee will be eligible for more than one step movement per year, in total.
- c. These provisions apply to Articles 26-2-1 and 26-2-2.
- d. The process for licensed employees to move across one column pursuant to this Article shall begin in the school year 2016-2017.
- e. Accumulated units may only be utilized to move **across** one column at a time; in other words, the same units may not be utilized as the basis for multiple column moves.

26-2-2

For the term of this agreement, licensed employees who are assigned to work in any designated Title 1, Tier 1, or Title 1, Tier 2, school for two consecutive school years, commencing with the 2016-2017 school year, and who are otherwise eligible to move across one column on the salary table may do so once every two school years, provided that:

- a. The licensed employee remains working in a Title 1, Tier 1, or Title 1, Tier 2 school for the two years while completing 225 contact units and;
- b. Title 1, Tier 1, and Title 1, Tier 2, schools as utilized in this section mean schools identified as Title 1, Tier 1, or Title 1, Tier 2, as of January of the prior school year as determined by the Nevada Department of Education, and;
- c. If the licensed employee transfers to a school that is not a Title 1, Tier 1, or Title 1, Tier 2, school, then column movement will be implemented pursuant to Article 26-6, and the employee shall notify Human Resources that he/she is moving to the three-year track column movement.
- d. If the employee elects to move from a Title 1, Tier 1, and Title 1, Tier 2 school to one that is not in that category, then the contact units accumulated during the two-year time period shall apply to a three-year track column movement.

26-2-3 Master Practitioner and Leader Pathway

- a. **Eligibility:** Educators applying for participation in the Master Practitioner and Leader Pathway (MPLP) are required to have earned a Master's Degree, National Board Certification, or have completed five years of teaching experience. Additionally, all applicants must be post-probationary and can demonstrate two years of effective or highly-effective evaluations.
- b. **Selection:** Educator participation is determined through a jointly created selection process.
- c. **Size of Pool:** Two cohorts will be offered annually with no more than twenty-five educators in each cohort participating for a total of 50 potential participating educators.
- d. **Population:** The eligibility and selection of the MPLP candidates will be contingent upon current and maintained placement in chronically underperforming schools as annually defined by the Parties, unless no position is available within the candidate's licensure.
- e. **Required to Attain:** Once selected, each candidate will be required to complete a four-year program. Failure to complete may result in candidates being dropped from the program. During each year, candidates will be expected to complete coursework, portfolios, and micro-credentials in the areas of high-leverage instructional practices, intentional coaching, student and staff culture, family and community partnerships, and transforming school-wide practices, as assigned. Candidates understand that expectations and assignments may change over the course of the program.
- f. **Upon completion,** the licensed employee shall be awarded the status of Master Practitioner and shall advance one column movement plus two steps, unless the salary schedule is modified and agreed upon by the parties.
- g. **Activities completed for the MPLP** may not be utilized for the accrual of contact units for a column advancement under Article 26-2-1 or Article 26-2-2 unless the candidate fails to complete the MPLP. Candidates who fail to complete the MPLP may utilize activities completed for the MPLP for the accrual of contact units after their participation in the program ends.

- h. Nothing in this agreement will prevent or delay an educator from utilizing contact units accrued from activities outside of the MPLP to receive a column advancement pursuant to the terms of Article 26-2-1 or 26-2-2 of this Agreement.

26-2-4 Any dispute arising from a supervisor's denial of coursework and/or contact units toward column movement shall be handled in the following manner:

- a. The licensed employee shall seek informally to resolve the dispute by discussing the denial with his/her supervisor.
- b. If the dispute is not resolved at that level, the licensed employee shall submit a standard appeal form to the PGS Advisory Panel. The appeal form shall include the reason(s) from the supervisor regarding why the course was not approved. This process shall be completed within two (2) weeks from the date of the submitted appeal.
- c. If the dispute is not resolved at that level, the appeal form shall be addressed through the grievance and arbitration process.
- d. If a licensed employee wishes to utilize the grievance and arbitration provisions of this Agreement to dispute salary placement under this provision (26-2-4), the licensed employee may do so provided that:

26-2-4-1 The employee provides notification on the appropriate grievance form utilizing the timelines prescribed under the grievance and arbitration provisions of this Agreement.

26-2-4-2 The employee waives his/her option to utilize the PGS Advisory Panel Process described herein in Article 26-2-4.

26-2-5 A licensed employee shall advance one (1) step on the professional salary table for each additional year during the term of this Agreement. Even if licensed employees move across to the next column in accordance with the provisions of Article 26-2-1, they are only eligible to move one step for each school year. However, a licensed employee hired after January 31, who has no previous teaching experience recognized by the School District, shall not be eligible for advancement to the next step until one year from the beginning of the ensuing school year.

26-2-6 Notwithstanding any provision of this Agreement to the contrary, there are licensed positions which may be determined by the District to be critical needs positions. In an effort to encourage licensed employees to accept and then to remain in those positions, the parties may negotiate new terms related to this issue under Article 26-5 of this Agreement.

26-2-7 The parties agree that the District will pay a column advancement for every employee who has completed their PGS requirements of meeting the 225 CUs per Article 26 of the CBA for each year of the contract (2023-2024 and 2024-2025). Effective date of the column advancement shall be the first pay period of each school year for that employee pursuant to their contract.

26-3 Professional Growth System

26-3-1 The CCSD and CCEA believe it is important to maintain a professional learning system which leads to improvement in student learning and educator/licensed

professional practice. The PST shall recognize professional growth which promotes significant contributions to student learning and educator/licensed professional practice, and is equally accessible by all members of the bargaining unit. The PST shall reward and encourage educators/licensed professionals to remain career-long learners in order to increase student learning, enhance and update relevant skills, and have educators/licensed professionals be visible models as learners to their students and colleagues. Therefore, the Professional Growth System ("PGS") referenced in Article 26-3-3 herein shall encourage Professional Growth Plan (PGP) proposals which use evidence of updated skills and measures of student performance as the basis for column movement along the PST.

26-3-2 The purpose of the PGS is as follows:

- a. Provide career options for licensed professionals who want to seek additional responsibility without leaving the classroom;
- b. Recognize and reward licensed professionals who attain and demonstrate knowledge and skills that improve instructional and professional practice, and;
- c. Recognize and reward improved licensed professional practices that are a factor in student learning and other student outcomes.

26-3-3 Consistent with the Professional Growth System Memorandum of Agreement between the CCSD and CCEA, the process for developing and implementing a Professional Growth Plan shall be as follows:

- a. Develop an Action Plan.
- b. Design the PGP.
- c. Propose and receive authorization for the PGP.
- d. Maintain evidence of the PGP.
- e. Undergo a yearly review of the PGP.
- f. Document accomplishments pertaining to the PGP.

26-4 Recruiting and retaining qualified classroom teachers in at-risk schools (as outlined in Article 26-2-2) is an important outcome of the new professional salary schedule. Employees in at-risk schools as identified in Article 26-2-2, who are eligible for the two-year column movement track, shall move one column in the year following successful completion of the two-year program as long as they remain in an at-risk school as defined by Article 26-2-2. Accordingly, the parties agree to monitor progress on achieving that outcome, and if needed, shall consider modifying this Agreement to ensure that placing and retaining qualified classroom teachers in at-risk schools is being accomplished.

26-5 If using college/university credits as part of the employee's Professional Growth Plan, only units as awarded in semester hours or the equivalent quarter hours secured after the requirements for the degree have been completed for the degree, in upper division or graduate courses recognized by the Commission on Professional Standards in Education, will be recognized for use in the Professional Growth Plan

26-6 Initial placement for licensed employees who are hired by the District, and who have no previous contracted licensed employee experience, shall be on Column 1, Step A.

26-7 If a licensed employee has previously worked for School District within the past three school years, the employee will be placed on the PST step closest to, but not less than, the employee's previous licensed base salary with School District.

26-8 An experienced licensed employee new to the School District who has not been employed as a licensed employee within the previous three school years shall be placed on the PST as follows.

26-8-1 The School District will utilize the experienced employee's accumulated credits and experience to place the licensed employee on the PST.

26-8-2 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.

26-8-3 When determining such placement, the following provisions shall be in effect:

26-8-3-1 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 PST for any course(s) taken that is related to:

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(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.

(f) Professional development credits ONLY if such credits were received after a Bachelor's degree and were required for an "alternative route to licensure" program leading to a standard teaching license in another state.

26-8-3-2 "Most recent licensed assignment" is defined as the class or classes the employee was assigned or licensed to teach in the most recent school year he/she worked or the class or classes the employee was notified would be taught in the subsequent school year.

26-8-3-3 "Related to" is defined as courses in the subject area taught at the secondary level and the basic core subjects such as, but not limited to, English, reading, math, and science at the elementary level.

- 26-8-3-4 "Additional endorsement(s) being pursued" is defined as taking the minimum number of courses which would qualify for an endorsement, or ten semester credit hours or the equivalent, approved by the Nevada Department of Education as meeting the requirements for an endorsement.
- 26-8-3-5 "Additional PK-20-related degree(s) being pursued" is defined as enrollment in a program leading to a PK-20-related degree, or other evidence which would indicate that the courses taken will lead to the awarding of a PK-20-related degree and which may be used for placement on the salary schedule in accordance with provisions of this Article.
- 26-8-3-6 With the exception of Article 26-8-3-1 (f), specifically excluded are courses which are not credit bearing toward a degree or in-service courses not offered by the District. In addition, the District may deny credit for courses which it deems are of a frivolous nature or which are not related to the established curriculum of the District. The definition of frivolous shall be grievable.
- 26-8-3-7 Only PK-20-related, advanced degrees awarded by an accredited institution recognized by the Commission on Professional Standards in Education in a field pertinent to the position and valid in their entirety for Nevada certification for level and subject taught will be recognized for advancement on the salary schedule.
- 26-8-3-8 Non-educational, "professional" degrees such as doctors of chiropractic, homeopathy, veterinary or other medicine, dentistry, divinity, juris doctor, business, MBA and similar degrees shall be awarded degree class placement on the licensed employees' salary schedule only if substantively related to the licensed employee's current assignment.
- 26-8-3-9 Licensed personnel required to take CEUs to maintain a professional accreditation that is required by the appropriate agency as determined by that state's licensing regulations shall be subject to the requirements and may use CEUs in lieu of professional growth. CEUs earned during the 2004-2005 school year and beyond may be used in lieu of professional growth credits at the rate of fifteen contact hours to one professional growth credit. CEUs must be earned through an appropriate, accredited provider.
- 26-9 The contracted salary of a licensed employee as specified in the schedules named in Article 26-1 shall be made in twenty-four (24) equal installments payable twice monthly, not to exceed twenty-four (24) payments per year.
- 26-10 ROTC instructors/ROTC instructor assistants shall be placed in accordance with the applicable provisions of Article 26-8, or in accordance with the ROTC instructor's/assistant's minimum instructor pay (MIP) in accordance with the applicable Defense Department regulations pertaining to minimum military instructor pay for ROTC instructors, whichever is higher.
- 26-11 Newly hired licensed nurses shall be placed on the PST in accordance with Section 26-7 or 26-8 whichever is applicable. Newly-hired licensed nurses shall be eligible for compensation on the Differentiated Salary Schedule after one (1) year of employment.

- 26-12 Newly hired employees who possess an earned specialist degree will be placed on the PST in accordance with Article 26-8 and the following provisions:
- 26-12-1 Any school psychologist who completes (a) a specialist degree or (b) an equivalent program as that of a specialist and who receives a master's degree in school psychology from a university whose program is accredited by the National School Psychology Certification System and who is certified as such by the National Association of School Psychologists shall be eligible for placement on the PST in accordance with Section 26-6 or 26-8 whichever is applicable.
- 26-13 School District support professionals who are hired as licensed employees within one (1) year of resignation or retirement from service as a School District support professional shall be placed in the greater of:
- (1) If the former support professional earned a Master's Degree or Doctorate in order to attain Nevada teacher licensure, the employee shall be placed on the PST column TSS commensurate with his/her degree, and the School District shall recognize up to a maximum of three (3) years' experience as a School District support professional for salary placement; or
- (2) On the PST step closest to, but not less than, the employee's support professional previous base salary, annualized to full time if less than 12-month employees.
- 26-14 Newly hired social studies teachers who possess a juris doctor degree shall first be placed on the PST in accordance with Article 28-8.
- 26-15 Those licensed employees who, while serving in the U.S. Armed Forces, went to formal instructor training and taught full-time in a military training program shall be placed in accordance with the provisions of Article 26-7 or Article 26-8, as applicable, utilizing the instructor's previous base salary.
- 26-16 Licensed occupational teachers with an endorsement in business and industry assigned to teach a vocational subject at Southern Nevada Vocational Technical Center and Area Technical Trade Center or other non-comprehensive senior high schools or institutional programs where a degree is not required, and physical therapists and occupational therapists shall be placed on the PST in accordance with Article 26-8 and the following: This shall also apply to teachers in comprehensive high schools who are assigned to teach in nonacademic subjects which require a business and industry endorsement which endorsement is ineligible to be received on an educational elementary, secondary or special license.
- 26-17 The Superintendent or designee may, after consultation and agreement with the Association, recognize additional "service" credit for those covered under Articles 26-7 through Article 26-16.
- 26-18 Shared Contracts / Half-Time Contracts
- Any licensed employee who accepts a shared contract shall be entitled to only one-half of the contribution paid by the District for health insurance benefits. This is not to be construed as an entitlement on the part of any licensed employee to a shared contract which may be conferred or renewed at the sole discretion of the District.
- A shared contract shall consist of one full-time position at one school shared during one school year by two licensed employees who have agreed to accept such a contract.

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 28.8.
- 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.

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

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

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)

	Education BA & BA+	BA+16	BA+32	MA	MA+16	MA+32	MA+48	PhD				
Years	PST	I	II	III	IV	V	VI	VII	VIII	IX	X	XI
A		\$54,093	\$60,225	\$66,358	\$72,491	\$78,624	\$84,756	\$90,890	\$97,022	\$103,155	\$109,288	\$115,420
B		\$55,626	\$61,759	\$67,891	\$74,022	\$80,157	\$86,288	\$92,423	\$98,554	\$104,688	\$110,821	\$116,953
C		\$57,157	\$63,291	\$69,423	\$75,557	\$81,690	\$87,823	\$93,955	\$100,088	\$106,221	\$112,354	\$118,487
D		\$58,692	\$64,825	\$70,958	\$77,090	\$83,223	\$89,356	\$95,489	\$101,621	\$107,754	\$113,887	\$120,020
E		\$60,225	\$66,358	\$72,491	\$78,624	\$84,756	\$90,890	\$97,022	\$103,155	\$109,288	\$115,420	\$121,553
F		\$61,759	\$67,891	\$74,022	\$80,157	\$86,288	\$92,423	\$98,554	\$104,688	\$110,821	\$116,953	\$123,086
G		\$63,291	\$69,423	\$75,557	\$81,690	\$87,823	\$93,955	\$100,088	\$106,221	\$112,354	\$118,487	\$124,619
H		\$64,825	\$70,958	\$77,090	\$83,223	\$89,356	\$95,489	\$101,621	\$107,754	\$113,887	\$120,020	\$126,153
I		\$66,358	\$72,491	\$78,624	\$84,756	\$90,890	\$97,022	\$103,155	\$109,288	\$115,420	\$121,553	\$127,686
J		\$67,891	\$74,022	\$80,157	\$86,288	\$92,423	\$98,554	\$104,688	\$110,821	\$116,953	\$123,086	\$129,220

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 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

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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 use for District SB 231 Reporting Purposes)

	Education BA & BA+	BA+16	BA+32	MA	MA+16	MA+32	MA+48	PhD				
Years	PST	I	II	III	IV	V	VI	VII	VIII	IX	X	XI
A		\$58,420	\$65,043	\$71,666	\$78,290	\$84,914	\$91,536	\$98,161	\$104,784	\$111,407	\$118,031	\$124,654
B		\$60,075	\$66,699	\$73,322	\$79,944	\$86,569	\$93,192	\$99,816	\$106,439	\$113,063	\$119,686	\$126,310
C		\$61,730	\$68,355	\$74,977	\$81,602	\$88,226	\$94,849	\$101,472	\$108,095	\$114,719	\$121,342	\$127,966
D		\$63,387	\$70,011	\$76,635	\$83,257	\$89,881	\$96,505	\$103,128	\$109,751	\$116,374	\$122,998	\$129,621
E		\$65,043	\$71,666	\$78,290	\$84,914	\$91,536	\$98,161	\$104,784	\$111,407	\$118,031	\$124,654	\$131,277
F		\$66,699	\$73,322	\$79,944	\$86,569	\$93,192	\$99,816	\$106,439	\$113,063	\$119,686	\$126,310	\$132,933
G		\$68,355	\$74,977	\$81,602	\$88,226	\$94,849	\$101,472	\$108,095	\$114,719	\$121,342	\$127,966	\$134,589
H		\$70,011	\$76,635	\$83,257	\$89,881	\$96,505	\$103,128	\$109,751	\$116,374	\$122,998	\$129,621	\$136,245
I		\$71,666	\$78,290	\$84,914	\$91,536	\$98,161	\$104,784	\$111,407	\$118,031	\$124,654	\$131,277	\$137,901
J		\$73,322	\$79,944	\$86,569	\$93,192	\$99,816	\$106,439	\$113,063	\$119,686	\$126,310	\$132,933	\$139,557

8% COLA September/October 2024

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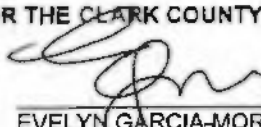
PhD- Doctorate degree from an accredited institution in a field pertinent to subject taught.

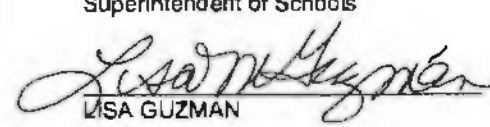
assess the sources of funding and determine whether funding is available to continue the pay increases for 'hard to fill vacant positions' and SPED positions; and shall negotiate over the additional compensation for SPED and Hard-to-fill positions for the 2025-2027 biennium. If no agreement is reached 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.

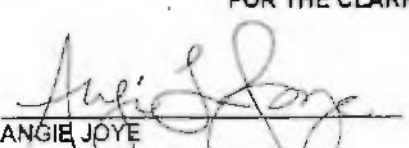

BOARD OF SCHOOL TRUSTEES FOR THE CLARK COUNTY SCHOOL DISTRICT

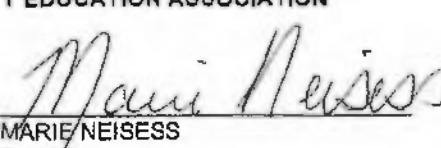
JESUS F. JARA
Superintendent of Schools

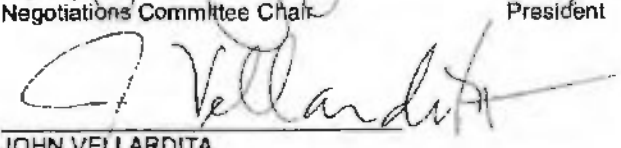

EVELYN GARCIA-MORALES
President


LISA GUZMAN
Clerk

FOR THE CLARK COUNTY EDUCATION ASSOCIATION


ANGIE JOYE
Negotiations Committee Chair


MARIE NEISESS
President

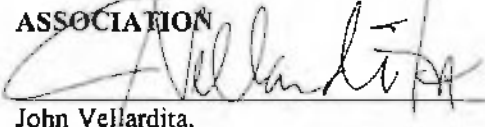

JOHN VELLARDITA
Executive Director

MEMORANDUM OF AGREEMENT

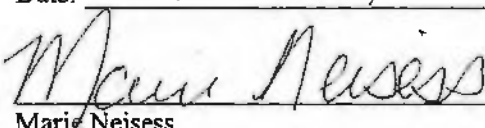
This Memorandum of Agreement ("Agreement") is entered into between the Clark County School District (the "District") and the Clark County Education Association (the "CCEA"). The parties agree as follows:

1. On December 20, 2023, an arbitrator certified as final and binding a collective bargaining agreement between the District and the CCEA (the "certified collective bargaining agreement") pursuant to NRS 288.217(6).
2. The certified collective bargaining agreement includes the Licensed Professional Salary Tables ("PSTs") attached hereto as Attachment A.
3. Upon further review of the PSTs attached hereto as Attachment A, the District and the CCEA agree that there the PSTs in Attachment A contain inadvertent errors.
4. Accordingly, the District and the CCEA agree to substitute the PSTs in Attachment A with the PSTs in Attachment B to correct the inadvertent errors.
5. This substitution will not result in any other changes to the certified collective bargaining agreement, including any other PSTs.

**CLARK COUNTY EDUCATION
ASSOCIATION**


John Vellardita,
Executive Director

Date: 1-29-24

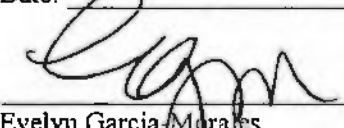

Marie Neisess
CCEA, President

Date: 1/29/24

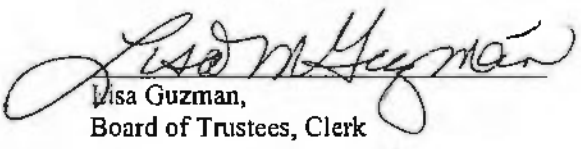
**CLARK COUNTY SCHOOL
DISTRICT**


Dr. Jesus F. Jara
Superintendent of Schools

Date: 2/13/24


Evelyn Garcia-Morales
Board of Trustees, President

Date: 2/13/24


Lisa Guzman,
Board of Trustees, Clerk

Date: 2/8/24

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)

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

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

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

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

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(For use for District SB 231 Reporting Purposes)

Years	Education	BA & BE	BA+16	BA+32	MA	MA+16	MA+32	MA+48	PhD			
	PST	I	II	III	IV	V	VI	VII	VIII	IX	X	XI
A		\$58,420	\$65,044	\$71,668	\$78,292	\$84,916	\$91,540	\$98,164	\$104,788	\$111,412	\$118,036	\$124,660
B		\$60,076	\$66,700	\$73,324	\$79,948	\$86,572	\$93,196	\$99,820	\$106,444	\$113,068	\$119,692	\$126,316
C		\$61,732	\$68,356	\$74,980	\$81,604	\$88,228	\$94,852	\$101,476	\$108,100	\$114,724	\$121,348	\$127,972
D		\$63,388	\$70,012	\$76,636	\$83,260	\$89,884	\$96,508	\$103,132	\$109,756	\$116,380	\$123,004	\$129,628
E		\$65,044	\$71,668	\$78,292	\$84,916	\$91,540	\$98,164	\$104,788	\$111,412	\$118,036	\$124,660	\$131,284
F		\$66,700	\$73,324	\$79,948	\$86,572	\$93,196	\$99,820	\$106,444	\$113,068	\$119,692	\$126,316	\$132,940
G		\$68,356	\$74,980	\$81,604	\$88,228	\$94,852	\$101,476	\$108,100	\$114,724	\$121,348	\$127,972	\$134,596
H		\$70,012	\$76,636	\$83,260	\$89,884	\$96,508	\$103,132	\$109,756	\$116,380	\$123,004	\$129,628	\$136,252
I		\$71,668	\$78,292	\$84,916	\$91,540	\$98,164	\$104,788	\$111,412	\$118,036	\$124,660	\$131,284	\$137,908
J		\$73,324	\$79,948	\$86,572	\$93,196	\$99,820	\$106,444	\$113,068	\$119,692	\$126,316	\$132,940	\$139,564

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(For Illustrative Purposes)

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

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A		\$59,537	\$66,286	\$73,036	\$79,786	\$86,536	\$93,285	\$100,037	\$106,786	\$113,536	\$120,286	\$127,036
B		\$61,224	\$67,974	\$74,723	\$81,472	\$88,223	\$94,972	\$101,724	\$108,473	\$115,223	\$121,973	\$128,723
C		\$62,909	\$69,661	\$76,410	\$83,161	\$89,911	\$96,662	\$103,411	\$110,161	\$116,911	\$123,661	\$130,411
D		\$64,599	\$71,349	\$78,099	\$84,848	\$91,598	\$98,349	\$105,099	\$111,848	\$118,598	\$125,348	\$132,098
E		\$66,286	\$73,036	\$79,786	\$86,536	\$93,285	\$100,037	\$106,786	\$113,536	\$120,286	\$127,036	\$133,786
F		\$67,974	\$74,723	\$81,472	\$88,223	\$94,972	\$101,724	\$108,473	\$115,223	\$121,973	\$128,723	\$135,473
G		\$69,661	\$76,410	\$83,161	\$89,911	\$96,662	\$103,411	\$110,161	\$116,911	\$123,661	\$130,411	\$137,161
H		\$71,349	\$78,099	\$84,848	\$91,598	\$98,349	\$105,099	\$111,848	\$118,598	\$125,348	\$132,098	\$138,848
I		\$73,036	\$79,786	\$86,536	\$93,285	\$100,037	\$106,786	\$113,536	\$120,286	\$127,036	\$133,786	\$140,536
J		\$74,723	\$81,472	\$88,223	\$94,972	\$101,724	\$108,473	\$115,223	\$121,973	\$128,723	\$135,473	\$142,224

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Years	Education	BA & 16	BA + 16	BA + 32	MA	MA + 16	MA + 32	MA + 48	PhD			
	PST	I	II	III	IV	V	VI	VII	VIII	IX	X	XI
A		\$54,093	\$60,225	\$66,358	\$72,491	\$78,624	\$84,756	\$90,890	\$97,022	\$103,155	\$109,288	\$115,420
B		\$55,626	\$61,759	\$67,891	\$74,022	\$80,157	\$86,288	\$92,423	\$98,554	\$104,688	\$110,821	\$116,953
C		\$57,157	\$63,291	\$69,423	\$75,557	\$81,690	\$87,823	\$93,955	\$100,088	\$106,221	\$112,354	\$118,487
D		\$58,692	\$64,825	\$70,958	\$77,090	\$83,223	\$89,356	\$95,489	\$101,621	\$107,754	\$113,887	\$120,020
E		\$60,225	\$66,358	\$72,491	\$78,624	\$84,756	\$90,890	\$97,022	\$103,155	\$109,288	\$115,420	\$121,553
F		\$61,759	\$67,891	\$74,022	\$80,157	\$86,288	\$92,423	\$98,554	\$104,688	\$110,821	\$116,953	\$123,086
G		\$63,291	\$69,423	\$75,557	\$81,690	\$87,823	\$93,955	\$100,088	\$106,221	\$112,354	\$118,487	\$124,619
H		\$64,825	\$70,958	\$77,090	\$83,223	\$89,356	\$95,489	\$101,621	\$107,754	\$113,887	\$120,020	\$126,153
I		\$66,358	\$72,491	\$78,624	\$84,756	\$90,890	\$97,022	\$103,155	\$109,288	\$115,420	\$121,553	\$127,686
J		\$67,891	\$74,022	\$80,157	\$86,288	\$92,423	\$98,554	\$104,688	\$110,821	\$116,953	\$123,086	\$129,220

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 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 use for District SB 231 Reporting Purposes)

Years	Education	BA & 16	BA + 16	BA + 32	MA	MA + 16	MA + 32	MA + 48	PhD			
	PST	I	II	III	IV	V	VI	VII	VIII	IX	X	XI
A		\$58,420	\$65,043	\$71,666	\$78,290	\$84,914	\$91,536	\$98,161	\$104,784	\$111,407	\$118,031	\$124,654
B		\$60,076	\$66,699	\$73,322	\$79,944	\$86,569	\$93,192	\$99,816	\$106,439	\$113,063	\$119,686	\$126,310
C		\$61,730	\$68,355	\$74,977	\$81,602	\$88,226	\$94,849	\$101,472	\$108,095	\$114,719	\$121,342	\$127,966
D		\$63,387	\$70,011	\$76,635	\$83,257	\$89,881	\$96,505	\$103,128	\$109,751	\$116,374	\$122,998	\$129,621
E		\$65,043	\$71,666	\$78,290	\$84,914	\$91,536	\$98,161	\$104,784	\$111,407	\$118,031	\$124,654	\$131,277
F		\$66,699	\$73,322	\$79,944	\$86,569	\$93,192	\$99,816	\$106,439	\$113,063	\$119,686	\$126,310	\$132,933
G		\$68,355	\$74,977	\$81,602	\$88,226	\$94,849	\$101,472	\$108,095	\$114,719	\$121,342	\$127,966	\$134,589
H		\$70,011	\$76,635	\$83,257	\$89,881	\$96,505	\$103,128	\$109,751	\$116,374	\$122,998	\$129,621	\$136,245
I		\$71,666	\$78,290	\$84,914	\$91,536	\$98,161	\$104,784	\$111,407	\$118,031	\$124,654	\$131,277	\$137,901
J		\$73,322	\$79,944	\$86,569	\$93,192	\$99,816	\$106,439	\$113,063	\$119,686	\$126,310	\$132,933	\$139,557

8% COLA September/October 2024

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 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

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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

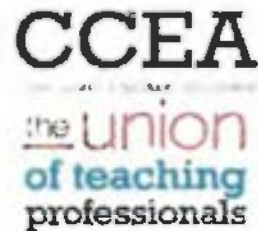
MA +32- Master's Degree plus 32 college credits from an accredited institution and a field pertinent to subject taught

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 C

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



2025-2027

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PREAMBLE

This Agreement is made and entered into by and between the Clark County School District in the City of Las Vegas, County of Clark, in the State of Nevada, and the Clark County Education Association, effective August 14, 2025.

WHEREAS, the Clark County Board of School Trustees in the City of Las Vegas, County of Clark, State of Nevada, and the Clark County Education Association, the parties of this Agreement recognize and declare that providing the highest standards of education for the children of the District is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching staff, and

WHEREAS, the Board of School Trustees is the duly elected governing body of the District, with the powers as delegated by the laws of the State of Nevada, to formulate programs and policies for the operations of the District to be directed through their designated representative, the superintendent of schools, and

WHEREAS, the members of the teaching profession are particularly qualified to assist in the improvement of educational standards, and

WHEREAS, a free and open exchange of views is desirable and necessary by and between the parties hereto in their efforts to negotiate in good faith and with respect to wages, hours, and conditions of employment, and

WHEREAS, members of the teaching staff in the District have the right to join, or not join, any organization for their professional or economic improvements:

NOW THEREFORE IT IS AGREED:

**ARTICLE 25
TEACHERS' CONTRACT OF EMPLOYMENT**

- 25-1 This Agreement shall be incorporated by reference and become a part of the teachers' contract of employment.

**ARTICLE 26
PROFESSIONAL COMPENSATION**

- 26-1 The following definition of terms shall apply to Article 26 and any other applicable portions of this Agreement.

- a. Professional Salary Table (PST): The salary table shall be effective on July 1, 2025 (Table 1).
- b. Contact units earned for participation in designated coursework or professional development, in accordance with the September 1, 2023, PGS Reference Guide (see addendum).
- c. Professional Salary Table Column: On the PST, the columns **across** which those who earn contact units advance.
- d. Professional Salary Table Step: On the PST, the steps by which those who earn service credit advance.
- e. PGS Advisory Panel (made up of representatives from CCSD and CCEA): The panel which will hear disputes related to the interpretation and implementation of the PGS advancement process.
- f. NEPF: The Nevada Educator Performance Framework or any licensed personnel evaluation framework mandated by Nevada statute and/or CCSD policy (as applicable) for use during the time period of this Agreement.

- 26-2 Licensed personnel shall move from one column to the next on the salary table in accordance with the provisions below. For purposes of this section, use of the term NEPF shall refer to the Nevada Educator Performance Framework or to any licensed personnel evaluation framework mandated for use during the time period of this agreement.

- 26-2-1 With the exception noted in Article 26-2-2, all licensed personnel shall only move from one column to the next column on the salary table once every three years, and such movement shall occur as follows:

- a. Licensed employees may move across one column every three years consecutive, or combined, if the employee has completed 225 contact units in accordance with that individual's professional growth plan.
- b. Movement to a new column on the salary schedule shall be to the next column and then one step, as part of regular step movement, down on the salary schedule, i.e., move across and one step down. No licensed employee will be eligible for **more** than one step movement per year, in total.
- c. These provisions apply to Articles 26-2-1 and 26-2-2.
- d. The process for licensed employees to move across one column pursuant to this Article shall begin in the school year 2016-2017.

- e. Accumulated units may only be utilized to move across one column at a time; in other words, the same units may not be utilized as the basis for multiple column moves.

26-2-2

For the term of this agreement, licensed employees who are assigned to work in any designated Title 1, Tier 1, or Title 1, Tier 2, school for two consecutive school years, commencing with the 2016-2017 school year, and who are otherwise eligible to move across one column on the salary table may do so once every two school years, provided that:

- a. The licensed employee remains working in a Title 1, Tier 1, or Title 1, Tier 2 school for the two years while completing 225 contact units and;
- b. Title 1, Tier 1, and Title 1, Tier 2, schools as utilized in this section mean schools identified as Title 1, Tier 1, or Title 1, Tier 2, as of January of the prior school year, as determined by the Nevada Department of Education, and;
- c. If the licensed employee transfers to a school that is not a Title 1, Tier 1, or Title 1, Tier 2, school, then column movement will be implemented pursuant to Article 26-6, and the employee shall notify Human Resources that he/she is moving to the three-year track column movement.
- d. If the employee elects to move from a Title 1, Tier 1, and Title 1, Tier 2 school to one that is not in that category, then the contact units accumulated during the two-year time period shall apply to a three-year track column movement.

26-2-3

Master Practitioner and Leader Pathway and Employees Who Transfer to New Positions

- a. **Eligibility:** Educators applying for participation in the Master Practitioner and Leader Pathway (MPLP) are required to have earned a Master's Degree, National Board Certification, or have completed five years of teaching experience. Additionally, all applicants must be post-probationary and can demonstrate two years of effective or highly effective evaluations.
- b. **Selection:** Educator participation is determined through a jointly created selection process.
- c. **Size of Pool:** Two cohorts will be offered annually with no more than twenty-five educators in each cohort participating for a total of 50 potential participating educators.
- d. **Population:** The eligibility and selection of the MPLP candidates will be contingent upon current and maintained placement in chronically underperforming schools as annually defined by the Parties, unless no position is available within the candidate's licensure.
- e. **Required to Attain:** Once selected, each candidate will be required to complete a four-year program. Failure to complete may result in candidates being dropped from the program. During each year, candidates will be expected to complete coursework, portfolios, and micro-credentials in the areas of high-leverage instructional practices, intentional coaching, student and staff culture, family and community partnerships, and transforming

school-wide practices, as assigned. Candidates understand that expectations and assignments may change over the course of the program.

- f. Upon completion, the licensed employee shall be awarded the status of Master Practitioner and shall advance one column movement plus two steps, unless the salary schedule is modified and agreed upon by the parties.
- g. Activities completed for the MPLP may not be utilized for the accrual of contact units for a column advancement under Article 26-2-1 or Article 26-2-2 unless the candidate fails to complete the MPLP. Candidates who fail to complete the MPLP may utilize activities completed for the MPLP for the accrual of contact units after their participation in the program ends.
- h. Nothing in this agreement will prevent or delay an educator from utilizing contact units accrued from activities outside of the MPLP to receive a column advancement pursuant to the terms of Article 26-2-1 or 26-2-2 of this Agreement.
- i. Licensed employees who transfer to the following positions that require a master's degree or doctorate shall be provided with a new placement on the PST in accordance with Article 26-8:

Audiologist
Counselor
School Mental Health Professional
School Psychologist
Social Worker
Speech Language Pathologist

The School District, in its sole discretion, may decide to adjust the salary of current licensed employees who previously transferred to one of these positions. The School District shall determine the effective date of any such adjustment with no retroactive application.

26-2-4 Any dispute arising from a supervisor's denial of coursework and/or contact units toward column movement shall be handled in the following manner:

- a. The licensed employee shall seek informally to resolve the dispute by discussing the denial with his/her supervisor.
- b. If the dispute is not resolved at that level, the licensed employee shall submit a standard appeal form to the PGS Advisory Panel. The appeal form shall include the reason(s) from the supervisor regarding why the course was not approved. This process shall be completed within two (2) weeks from the date of the submitted appeal.
- c. If the dispute is not resolved at that level, the appeal form shall be addressed through the grievance and arbitration process.
- d. If a licensed employee wishes to utilize the grievance and arbitration provisions of this Agreement to dispute salary placement under this provision (26-2-4), the licensed employee may do so provided that:

26-2-4-1 The employee provides notification on the appropriate grievance form utilizing the timelines prescribed under the grievance and arbitration provisions of this Agreement.

26-2-4-2 The employee waives his/her option to utilize the PGS Advisory Panel Process described herein in Article 26-2-4.

26-2-5 A licensed employee shall advance one (1) step on the professional salary table for each additional year during the term of this Agreement. Even if licensed employees move across to the next column in accordance with the provisions of Article 26-2-1, they are only eligible to move one step for each school year. However, a licensed employee hired after January 31, who has no previous teaching experience recognized by the School District, shall not be eligible for advancement to the next step until one year from the beginning of the ensuing school year.

26-2-6 Notwithstanding any provision of this Agreement to the contrary, there are licensed positions which may be determined by the District to be critical needs positions. In an effort to encourage licensed employees to accept and then to remain in those positions, the parties may negotiate new terms related to this issue under Article 26-5 of this Agreement.

26-2-7 The parties agree that the District will pay a column advancement for every employee who has completed their PGS requirements of meeting the 225 CUs per Article 26 of the CBA for each year of the contract (2025-2026 and 2026-2027). The effective date of the column advancement shall be the first pay period of each school year for that employee pursuant to their contract. The parties recognize that during the term of this agreement only, funding for column advancements comes in part from SB 500 of the 83rd (2025) Session of the Nevada Legislature.

26-3 Professional Growth System

26-3-1 The CCSD and CCEA believe it is important to maintain a professional learning system which leads to improvement in student learning and educator/licensed professional practice. The PST shall recognize professional growth which promotes significant contributions to student learning and educator/licensed professional practice, and is equally accessible by all members of the bargaining unit. The PST shall reward and encourage educators/licensed professionals to remain career-long learners in order to increase student learning, enhance and update relevant skills, and have educators/licensed professionals be visible models as learners to their students and colleagues. Therefore, the Professional Growth System ("PGS") referenced in Article 26-3-3 herein shall encourage Professional Growth Plan (PGP) proposals which use evidence of updated skills and measures of student performance as the basis for column movement along the PST.

CUs may be earned only as provided in the PGS Reference Guide, which the parties agree to update and revise as soon as possible. The update and revisions may include additional requirements for earning CUs, including but not limited to a pre-approved professional growth plan and more stringent requirements to ensure knowledge acquisition and improvement in performance.

26-3-2 The purpose of the PGS is as follows:

- a. Provide career options for licensed professionals who want to seek additional responsibility without leaving the classroom;

- b. Recognize and reward licensed professionals who attain and demonstrate knowledge and skills that improve instructional and professional practice, and;
 - c. Recognize and reward improved licensed professional practices that are a factor in student learning and other student outcomes.
- 26-3-3 Consistent with the Professional Growth System Memorandum of Agreement between the CCSD and CCEA, the process for developing and implementing a Professional Growth Plan shall be as follows:
 - a. Develop an Action Plan.
 - b. Design the PGP.
 - c. Propose and receive authorization for the PGP.
 - d. Maintain evidence of the PGP.
 - e. Undergo a yearly review of the PGP.
 - f. Document accomplishments pertaining to the PGP.
- 26-4 Recruiting and retaining qualified classroom teachers in at-risk schools (as outlined in Article 26-2-2) is an important outcome of the professional salary schedule. Employees in at-risk schools, as identified in Article 26-2-2, who are eligible for the two-year column movement track, shall move one column in the year following successful completion of the two-year program as long as they remain in an at-risk school as defined by Article 26-2-2. Accordingly, the parties agree to monitor progress on achieving that outcome, and if needed, shall consider modifying this Agreement to ensure that placing and retaining qualified classroom teachers in at-risk schools is being accomplished.
- 26-5 If using college/university credits as part of the employee's Professional Growth Plan, only units as awarded in semester hours or the equivalent quarter hours secured after the requirements for the degree have been completed for the degree, in upper division or graduate courses recognized by the Commission on Professional Standards in Education, will be recognized for use in the Professional Growth Plan
- 26-6 Initial placement for licensed employees who are hired by the District, and who have no previous contracted licensed employee experience shall be on Column 1 Step A
- 26-7 If a licensed employee has previously worked for School District within the past three school years, the employee will be placed on the PST step closest to, but not less than, the employee's previous licensed base salary with School District.
- 26-8 An experienced licensed employee new to the School District who has not been employed as a licensed employee within the previous three school years shall be placed on the PST as follows.
 - 26-8-1 The School District will utilize the experienced employee's accumulated credits and experience to place the licensed employee on the PST.
 - 26-8-2 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
 - 26-8-3 When determining such placement, the following provisions shall be in effect:
 - 26-8-3-1 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 PST 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.
- (f) Professional development credits ONLY if such credits were received after a Bachelor's degree and were required for an "alternative route to licensure" program leading to a standard teaching license in another state.

26-8-3-2 "Most recent licensed assignment" is defined as the class or classes the employee was assigned or licensed to teach in the most recent school year, he/she worked, or the class or classes the employee was notified would be taught in the subsequent school year.

26-8-3-3 "Related to" is defined as courses in the subject area taught at the secondary level and the basic core subjects, such as, but not limited to, English, reading, math, and science at the elementary level.

26-8-3-4 "Additional endorsement(s) being pursued" is defined as taking the minimum number of courses which would qualify for an endorsement, or ten semester credit hours or the equivalent, approved by the Nevada Department of Education as meeting the requirements for an endorsement.

26-8-3-5 "Additional PK-20-related degree(s) being pursued" is defined as enrollment in a program leading to a PK-20-related degree, or other evidence which would indicate that the courses taken will lead to the awarding of a PK-20-related degree and which may be used for placement on the salary schedule in accordance with provisions of this Article.

26-8-3-6 With the exception of Article 26-8-3-1 (f), specifically excluded are courses which are not credit bearing toward a degree or in-service courses not offered by the District. In addition, the District may deny credit for courses which it deems are of a frivolous

nature or which are not related to the established curriculum of the District. The definition of frivolous shall be grievable.

- 26-8-3-7 Only PK-20-related, advanced degrees awarded by an accredited institution recognized by the Commission on Professional Standards in Education in a field pertinent to the position and valid in their entirety for Nevada certification for level and subject taught will be recognized for advancement on the salary schedule.
- 26-8-3-8 Non-educational, "professional" degrees such as doctors of chiropractic, homeopathy, veterinary or other medicine, dentistry, divinity, juris doctor, business, MBA, and similar degrees shall be awarded degree class placement on the licensed employees' salary schedule only if substantively related to the licensed employee's current assignment.
- 26-8-3-9 Licensed personnel required to take CEUs to maintain a professional accreditation that is required by the appropriate agency, as determined by that state's licensing regulations, shall be subject to the requirements and may use CEUs in lieu of professional growth. CEUs earned during the 2004-2005 school year and beyond may be used in lieu of professional growth credits at the rate of fifteen contact hours to one professional growth credit. CEUs must be earned through an appropriate, accredited provider.
- 26-9 The contracted salary of a licensed employee as specified in the schedules named in Article 26-1 shall be made in twenty-four (24) equal installments payable twice monthly, not to exceed twenty-four (24) payments per year.
- 26-10 ROTC instructors/ROTC instructor assistants shall be placed in accordance with the applicable provisions of Article 26-8, or in accordance with the ROTC instructor's/assistant's minimum instructor pay (MIP) in accordance with the applicable Defense Department regulations pertaining to minimum military instructor pay for ROTC instructors, whichever is higher.
- 26-11 Newly hired licensed school nurses shall be placed on the PST in accordance with Section 26-7 or 26-8, whichever is applicable. Newly-hired licensed school nurses shall be eligible for compensation on the Differentiated Salary Schedule after one (1) year of employment.
- Licensed employees who teach a CTE Business and Industry Certified Nursing Assistant course shall be placed on PST in the same manner as licensed school nurses. Any licensed employee who currently teaches a CTE Business and Industry Certified Nursing Assistant Course shall have his/her salary adjusted accordingly.
- 26-12 Newly hired employees who possess an earned specialist degree will be placed on the PST in accordance with Article 26-8 and the following provisions:
- 26-12-1 Any school psychologist who completes (a) a specialist degree or (b) an equivalent program as that of a specialist and who receives a master's degree in school psychology from a university whose program is accredited by the National School Psychology Certification System and who is certified as such by the National Association of School Psychologists shall be eligible for placement on the PST in accordance with Section 26-6 or 26-8, whichever is applicable.

- 26-13 School District support professionals who are hired as licensed employees within one (1) year of resignation or retirement from service as a School District support professional shall be placed in the greater of:
- (1) If the former support professional earned a Master's Degree or Doctorate in order to attain Nevada teacher licensure, the employee shall be placed on the PST column commensurate with his/her degree, and the School District shall recognize up to a maximum of three (3) years' experience as a School District support professional for salary placement; or
 - (2) On the PST step closest to, but not less than, the employee's support professional previous base salary, annualized to full-time if less than 12-month employees.
- 26-14 Newly hired social studies teachers who possess a juris doctor degree shall first be placed on the PST in accordance with Article 26-8.
- 26-15 Those licensed employees who, while serving in the U.S. Armed Forces, went to formal instructor training and taught full-time in a military training program shall be placed in accordance with the provisions of Article 26-7 or Article 26-8, as applicable, utilizing the instructor's previous base salary.
- 26-16 Licensed occupational teachers with an endorsement in business and industry assigned to teach a vocational subject at Southern Nevada Vocational Technical Center and Area Technical Trade Center or other non-comprehensive senior high schools or institutional programs where a degree is not required, and physical therapists and occupational therapists shall be placed on the PST in accordance with Article 26-8 and the following: This shall also apply to teachers in comprehensive high schools who are assigned to teach in nonacademic subjects which require a business and industry endorsement which endorsement is ineligible to be received on an educational elementary, secondary or special license.
- 26-17 The Superintendent or designee may, after consultation and agreement with the Association, recognize additional "service" credit for those covered under Articles 26-7 through Article 26-16.
- 26-18 Shared Contracts / Half-Time Contracts
- Any licensed employee who accepts a shared contract shall be entitled to only one-half of the contribution paid by the District for health insurance benefits. This is not to be construed as an entitlement on the part of any licensed employee to a shared contract which may be conferred or renewed at the sole discretion of the District.
- A shared contract shall consist of one full-time position at one school shared during one school year by two licensed employees who have agreed to accept such a contract.
- 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 Differential Pay for Hard-to-Fill High-Vacancy Teaching Positions

26-19-1 For the 2025-2026 School Year, as determined by the vacancy rates existing as of March 31, 2025, (and March 31, 2026, for the 2026-2027 School Year), licensed employees in Title I schools that have the following vacancy rates shall be eligible for additional compensation, contingent upon funding from AB 398, in the amount of \$5,000 in addition to their base pay:

- a. For elementary schools, a vacancy rate of ten (10%) or higher
- b. For middle schools, a vacancy rate of twelve (12%) or higher
- c. For high schools, a vacancy rate of fifteen (15%) or higher

26-19-2 To receive this additional compensation, a licensed employee who works at a Title I school that meets the vacancy threshold pursuant to Article 26-19-1 must be a classroom teacher or spend a majority of their assigned duties teaching students in a classroom.

- 26-19-3 If a given school has used a substitute to temporarily fill an FTE licensed employee position, that position shall be designated as vacant and will count towards the vacancy percentage calculation of that school.
- 26-19-4 Special education teachers who teach in schools that meet the requirements above are eligible for the additional compensation regardless of whether they teach in a self-contained or non-self contained classroom.
- 26-19-5 To continue receiving this additional compensation, the teacher must either remain at the eligible school or transfer to another school that also meets the requirements above. If the teacher transfers to a school that meets the requirements above, the majority of the teacher's assigned duties must be teaching students in a classroom.
- 26-19-6 For the 2025-2026 School Year, if a teacher, who spends the majority of their assigned duties teaching students in a classroom, teaches at a Title I school that does not meet the above vacancy threshold, they will still be eligible for the additional compensation of \$5,000 if they teach in the following hard to fill subjects, and if such subjects are suffering from a critical labor shortage:
- a. English Language Arts
 - b. Mathematics
 - c. Science
 - d. Special Education
- The parties shall determine which of the above subjects, if any, qualify as critical labor shortage positions.
- 26-19-7 For the 2026-2027 School Year, Articles 26-19-1 through 26-19-6 shall apply.
- 26-20 The Parties also agree that the District will pay a step increase in each year of the contract (2025-2026 and 2026-2027) for every eligible employee of the bargaining unit. Effective date of the step increases shall be on the first pay period of each school year (2025-2026 and 2026-2027) for that employee pursuant to their contract. First-year employees are not eligible for a step increase in their first year. The parties recognize that, during the term of this agreement only, funding for step increases comes in part from SB 500 of the 83rd (2025) Session of the Nevada Legislature.
- 26-21 Licensed employees whose most recent licensed contract was as a CCSD School District administrator shall be placed on the PST utilizing Article 26-8 and the following provisions:
- 26-21-1 If the former administrator is assigned to a classroom position, he/she shall be placed on the PST pursuant to Article 26-8 and then moved two (2) columns to the left and two (2) steps up.
- 26-21-2 If the former administrator is assigned to a non-classroom position, he/she shall be placed on the PST pursuant to Article 26-8 and then moved four (4) columns to the left.
- 26-21-3 If and whenever a former administrator leaves a classroom position and is assigned to a non-classroom position, his/her salary will be adjusted according to Article 26-21-2.

- 25-21-4 Current licensed employees who were former CCSD School District administrators shall have their salaries adjusted pursuant to this Article 26-21. Any adjusted salaries will take effect on the first pay period of the 2025-2026 contract year with no retroactive application.
- 26-22 Licensed employees whose most recent teaching experience was for another country and paid in that country's currency shall be placed on the PST utilizing Article 26.8.
- 26-23 Licensed employees who are special education case managers with a ninety-five percent (95%) compliance rate on their IEPs will be compensated for two (2) additional days of pay at their contractual rate of pay at the conclusion of each semester (which is not PERS sensitive). Licensed employees shall receive no more than four (4) additional days of pay for the completion of their IEPs each school year.
- 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. Beginning on July 1, 2025, the amount of reimbursement for the endorsement will be capped at \$2,500.
- 26-25 The Differentiated Salary Program for Other Licensed Professionals is detailed in the below table.
- 26-26 Salary Review and Adjustment Process
- 26-26-1 A Salary Review and Adjustment Process ("SRAP") will take place during the term of this Agreement.
- 26-26-2 The School District shall have sole discretion to determine how many salary adjustments are made pursuant to the SRAP.
- 26-26-3 There shall be no retroactive implementation of any salary adjustment made pursuant to the SRAP.
- 26-26-4 There are two groups of licensed employees who may request a salary review pursuant to the SRAP:
- a. Licensed employees who were negatively affected by the compaction of salaries due to the June 2022 MOA that modified the first column of the PST.
 - b. Current licensed employees who were not placed on the February 1, 2024, salary table based upon experience and education.
- 26-26-5 Only licensed employees who provide the necessary evidence and documentation to demonstrate that they qualify for a salary adjustment will be eligible for a salary adjustment. The following documentation is required to be considered for a salary review and adjustment:
- a. CCSD Offer of Employment Letter and/or a CCSD Salary Progression Report.

- b. All licenses and endorsements from any state in which the licensed employee taught;
- c. Proof of educational attainment from an accredited institution with unofficial or official University transcripts that must include:
 - i. Major or primary area of focus
 - ii. degree awarded; and
 - iii. degree conferral date.
- d. Educational degrees and college credits pertinent to the subject matter the licensed employee currently teaches.
- e. Proof of years of experience.
 - i. When the salary schedule changed in 2015-2016, some licensed employees may not have received full credit for their experience due to the caps on steps on the previous salary schedule. Any such prior experience shall not be considered in calculating experience in the SRAP.

26-26-6 Salary Review and Adjustment Process:

- a. A licensed employee who wants to have his/her salary placement reviewed must submit a request to the Association. Licensed employees who have already submitted the required documentation to the Association are not required to resubmit a request for review.
- b. Licensed employees must submit the required documentation to the Association prior to October 1, 2025. If a licensed employee fails to submit the required documentation by this deadline, he/she shall not be eligible for a salary adjustment during the 2025-2026 contract year.
- c. The Association shall review each licensed employee's required documentation to determine if he/she meets the criteria to be eligible for a salary adjustment. This determination must be agreed upon by the School District.
- d. All licensed employees who request a review shall be notified of the results. All reviews and results are final and not subject to appeal or the grievance procedure.

26-26-7 The School District shall grant salary adjustments to eligible licensed employees based on district-wide seniority in the following order up to a maximum cost of \$10 million for fiscal year 2026:

- a. Licensed Employees who have been affected by compaction.
- b. Licensed Employees in Title 1 schools.
- c. Licensed Employees in non-Title 1 schools.
- d. The effective date of any salary adjustment granted in fiscal year 2026 shall be agreed to by the parties.

26-26-8 The SRAP shall be repeated in fiscal year 2027, subject to available funds.

- a. Licensed employees who were found eligible for a salary adjustment in fiscal year 2026 but were not given the adjustment shall be the first in line for an adjustment in fiscal year 2027, based upon available funding.
- b. Licensed employees who were hired before February 1, 2024, who have not yet submitted a request for a salary placement review, can submit a request as outlined in Articles 26-26-4 and 26-26-5(a-e) above during the period of January 1, 2026, through February 27, 2026.
- c. The January 1, 2026, through February 27, 2026, review period shall be the final phase of the SRAP.
- d. Pending available funding, the effective date of any salary adjustment granted in fiscal year 2027 shall be agreed to by the parties

26-26-9 For all licensed employees who were eligible for a salary adjustment and did not receive one due to a lack of funding, the parties agree to complete the placement process in the 2027- 2028 school year. To that end, the parties agree to jointly lobby for additional funding to address this issue during the 2027 Nevada Legislative Session.

26-27 2027-2028 Differential Pay Schedule for Hard-to-Fill High-Vacancy Positions

- 26-27-1 Effective the beginning of the 2027-2028 School Year, employees in Title I schools with a vacancy rate of seven (7%) or more, for two (2) or more consecutive school years, shall be eligible for additional compensation to their base pay.
- 26-27-2 On or before the final school day of the 2026-2027 School Year, the parties shall come to an agreement on which schools meet the above eligibility requirements
- 26-27-3 To receive additional compensation, a licensed employee who works at a school that meets the vacancy threshold pursuant to Article 26-27-1 must spend a majority of their assigned duties teaching students in a classroom.
- 26-27-4 To continue receiving this additional compensation, the teacher must either remain at the eligible school or transfer to another school that also meets the requirements above. If the teacher transfers to a school that meets the requirements above, the majority of the teacher's assigned duties must be teaching students in a classroom
- 26-27-5 Special education teachers who teach in schools that meet the requirements above are eligible for the additional compensation regardless of whether they teach in a self-contained or non self-contained classroom.
- 26-27-6 For each fiscal year, the District shall reserve an amount of funds sufficient to carry out any increase in the salary of a licensed educator
- 26-27-7 The parties shall work together to secure funding for this differential pay schedule during the 2027 Nevada Legislative Session.



Clark County School District

LICENSED PROFESSIONAL SALARY TABLE

Fiscal Year 2025-2026 Effective 07/01/2025

FERS increase of 3.25% Employee Burden of 1.625%

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

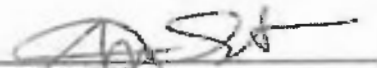
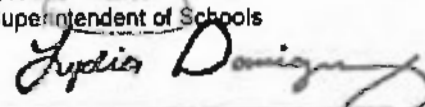
Definition of Classes: all must have a valid Nevada certification for the level or subject taught.

- *All Classes must be at a full percent budget weight
- BA - Bachelor's degree from an accredited institution
- BA + 16 - Bachelor's degree plus 16 college credits from an accredited institution
- BA + 32 - Bachelor's degree plus 32 college credits from an accredited institution
- MA - Master's Degree from an accredited institution
- MA + 16 - Master's Degree plus 16 college credits from an accredited institution
- MA + 32 - Master's Degree plus 32 college credits from an accredited institution
- MA + 48 - Master's Degree plus 48 college credits from an accredited institution
- PhD - Doctorate degree from an accredited institution

Year	Education		BA & BSI	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		\$57,471	\$63,966	\$70,501	\$77,018	\$83,534	\$90,049	\$96,566	\$103,081	\$109,597	\$116,113	\$122,628
2	B		\$59,100	\$65,615	\$72,131	\$78,645	\$85,162	\$91,678	\$98,194	\$104,709	\$111,226	\$117,741	\$124,257
3	C		\$60,727	\$67,244	\$73,759	\$80,276	\$86,792	\$93,308	\$99,823	\$106,338	\$112,855	\$119,370	\$125,887
4	D		\$62,357	\$68,873	\$75,390	\$81,904	\$88,420	\$94,937	\$101,452	\$107,968	\$114,483	\$120,999	\$127,515
5	E		\$63,986	\$70,501	\$77,018	\$83,534	\$90,049	\$96,566	\$103,081	\$109,597	\$116,113	\$122,628	\$129,144
6	F		\$65,615	\$72,131	\$78,645	\$85,162	\$91,678	\$98,194	\$104,709	\$111,226	\$117,741	\$124,257	\$130,773
7	G		\$67,245	\$73,759	\$80,276	\$86,792	\$93,308	\$99,823	\$106,338	\$112,855	\$119,370	\$125,887	\$132,402
8	H		\$68,873	\$75,390	\$81,904	\$88,420	\$94,937	\$101,452	\$107,968	\$114,483	\$120,999	\$127,515	\$134,031
9	I		\$70,501	\$77,018	\$83,534	\$90,049	\$96,566	\$103,081	\$109,597	\$116,113	\$122,628	\$129,144	\$135,660
10	J		\$72,131	\$78,645	\$85,162	\$91,678	\$98,194	\$104,709	\$111,226	\$117,741	\$124,257	\$130,773	\$137,289

2026. IN WITNESS WHEREOF, the parties have hereunto set their hands this 26th Day of March.

BOARD OF SCHOOL TRUSTEES FOR THE CLARK COUNTY SCHOOL DISTRICT

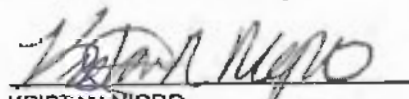

JHONE EBERT
Superintendent of Schools



EMILY STEVENS
President
Board of School Trustees

LYDIA DOMINGUEZ
Clerk
Board of School Trustees

FOR THE CLARK COUNTY EDUCATION ASSOCIATION


DANIELLE KNOEPFEL
Negotiations Committee Chair


KRISTAN NIGRO
President

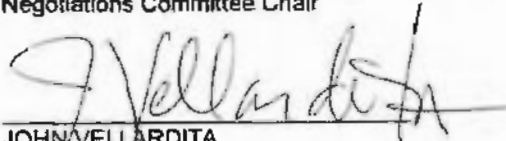

JOHN VELLARDITA
Executive Director

EXHIBIT D

The purpose of this guide is to provide tools and resources to develop a Professional Growth Plan (PGP) to accumulate Contact Units (CUs) to move across columns on the Professional Salary Table (PST). This guide provides parameters for professional development activities including established CU values and verification forms for professional development activities.

Educators/licensed professionals have many options to participate in professional development activities aligned to their PGP that is developed collaboratively with their supervisor. In general, professional development activities are assigned CUs associated with the time that the educator/licensed professional participates in these activities outside of the contractual workday. Each educator/licensed professional is responsible for maintaining all documentation in alignment with his/her PGP and ensuring that the professional learning activities count toward CUs for column movement.

Contact Units

- Each CU translates into 180 minutes (3 hours) of clock time unless specified by this document.
- Unless specified by this document, only time outside of the regular contractual workday may accrue CUs.
 - If an educator/licensed professional is paid his/her contractual rate on an hourly basis or for an extended contractual workday or year, the time is excluded from counting toward CUs.
 - Site-Based Collaboration Time is excluded from counting toward CUs.
- Professional development activities must be related to the educator/licensed professional's assignment. Please refer to Article 26-10-4 (sections 1 through 9) of the Negotiated Agreement.
- Professional development activities may be aligned to professional growth related to goals in any of the following areas:
 - Nevada Educator Performance Framework (NEPF) Goal(s)
 - School/Site Goal(s)
 - District Goal(s)
 - Career Pathway Goal(s)
 - School Community Goal(s)
- If an educator/licensed professional is paid the supplemental instruction rate or a stipend for the professional development activity, he/she will accrue CUs at the rate of one CU for 360 minutes (6 hours) of clock time.
- A minimum of 225 CUs is needed for column movement.
- Returning teachers may only accrue CUs if there is an approved annual *Professional Growth Plan* in place.
- In alignment with Employee Onboarding requirements, newly hired educators/licensed professionals may begin accruing CUs for Employee Onboarding activities on the start date of their contract without having a *Professional Growth Plan* in place, with the understanding that all educators/licensed professionals must have an approved PGP by the last business day of October or four weeks after their starting date.

Scan with a mobile device or enter the URL into an internet browser to view a video of CCSD Superintendent Pat Skurkowski and CCEA Executive Director John Vellardita discussing the Professional Growth System.



<http://bit.ly/CCSD-PGP>

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Title I, Tier III and Non-Title I Schools and Centrally Assigned Educators/Licensed Professionals

- Educators/licensed professionals who serve at a Title I, Tier III or Non-Title I School are eligible for the three-year track.
- Educators/licensed professionals who are centrally assigned are eligible only for the three-year track unless all assignments are in Title I, Tier I and Title I, Tier II, Schools.
- Maximum CUs refers to the limit of CUs that can be earned in that activity for each column movement.
- Each school's tier designation is annually determined by the Nevada Department of Education.

Title I, Tier I and Title I, Tier II Schools and Self-Contained Special Education Teachers

- Educators/licensed professionals who serve exclusively at a Title I, Tier I or Title I, Tier II, School and Special Education Teachers in a Self-Contained classroom are eligible for the two-year track and eligible for different professional development activities and CU maximums.
- Specific information is provided for additional options for educators/licensed professionals in these schools or positions.
- Maximum CUs refers to the limit of CUs that can be earned in that activity for each column movement.
- Each school's tier designation is annually determined by the Nevada Department of Education.

Professional Growth Plan Process

The PGP will empower educators/licensed professionals to chart their own path toward instructional and professional growth. The goal of the development process is to align system activities with the natural cycle of goal setting as part of the Nevada Educator Performance Framework (NEPF). The process for making a proposal under the Professional Growth System (PGS) shall include the following steps.

Step 1

Develop an Action Plan

Choose your path according to your own needs and those of your students.

The educator/licensed professional shall fill in the information requested in Step 1 of the *Professional Growth Plan (CCF-PGS1)*, which allows all parties to have a better understanding of the context, purpose, and expectation of the PGP. Information may include, but is not limited to:

1. Current professional position.
2. Brief description of the educator/licensed professional's current work, including whether he/she is a facilitator, mentor, teacher (grade level, subject, number of classes), etc.
3. Brief description of assignment, including any appropriate information about the students and other background information (e.g., IEP, accommodations and/or modifications) and of the method of movement along the PST that is the focus of the educator/licensed professional's PGP.

Step 6

Document Accomplishments Pertaining to the Professional Growth Plan

Submit your final documents to receive approval for your column movement.

The documenting of accomplishments pertaining to the PGP should be evidence-based on NEPF Standards and Indicators in accordance with state law. The evidence should be clear on the connections between course work and student learning. Students' abilities should inform expectations of student academic growth.

Educator/licensed professional reflection takes time, training, and practice. Documentation of PGP accomplishments includes time spent analyzing and reflecting upon connections among documented accomplishments, focusing on instructional or professional challenges encountered, and discussing plans for continued professional growth and efforts that have an impact on student/adult learning.

Connecting the NEPF

- How can you develop an action plan that will align your NEPF goal(s) to your PGP? Your PGP will serve as evidence toward your NEPF Standards and Indicators.
- Reflect upon your practice and take ownership of your own professional growth through targeted and sustained professional learning opportunities.
- Incorporate your PGP into your NEPF goal setting and pre/post conferences, and use reflection as a vehicle toward a continual upward spiral of growth.

Step 5

Yearly Review of The Professional Growth Plan

Review your PGP progress annually.

The PGP will be reviewed annually with the educator/licensed professional and the supervisor to track progress and adjust as needed. The yearly review may be incorporated as part of goal setting and pre/post NEPF conferences. The PGP shall include details of student/adult learning, class/student demographics, connections to professional learning opportunities taken, and the impact on educator/licensed professional's practice. Annually, planned activities may be adapted in order to continue and update alignment with the educator/licensed professional's professional growth goals.

Step 4

Maintain Evidence of the Professional Growth Plan

Keep formative documentation of progress toward your PGP.

Educators/licensed professionals will be required to maintain formative documentation of progress toward completion of the PGP. The *Contact Unit Log (CCF-PGS3)* will record CUs completed. The *Contact Unit Verification Form (CCF-PGS2)* will summarize professional learning, have attached evidence, and allow for educators/licensed professionals to review the impact on instructional and professional practice.

Professional growth opportunities shall be selected from among the provided list of options. The activities selected must connect deeply with the focus areas of the PGP in a manner that is consistent with the NEPF and District and/or department or school goals, and shall align with the needs of students served by the educator/licensed professional.

Supervisors and educators/licensed professionals will complete the questions listed in step 4 of the Professional Growth Plan document and give growth-based, reflective feedback during the Mid-Cycle Review step of the regular NEPF Evaluation Cycle. This feedback will record reflections by both supervisor and educator/licensed professional, and may serve as evidence of growth toward the professional responsibilities standard(s) for the educator/licensed professional if he/she wishes to use such evidence in that manner.

Step 2

Design the Professional Growth Plan

Self-assess and work collaboratively with your supervisor to develop a clear path.

Using the *Professional Growth Plan (CCF-PGS1)* form, the educator/licensed professional self-assesses and then works collaboratively with the supervisor to set goals. The key actions are to analyze student data, reflect on past performance, and identify a student learning goal and/or professional practice goal that will serve as the focus of the PGP. The plan should outline a clear path for action that will support the educator/licensed professional's professional growth and improvement, align with school and/or District goals, leverage existing professional development and expertise from within the school/District where possible, impact school climate, and may include teacher-generated school and District assessment(s).

1. The PGP applies to all educators/licensed professionals and should support the NEPF's goals of:
 - a. Positively impacting the achievement of students in Nevada (Clark County);
 - b. Growing professionally through targeted, sustained professional development and other supports;
 - c. Monitoring student growth, identifying and developing quality instructional practices, and sharing effective educational methods with colleagues;
 - d. Reflecting upon practice and taking ownership for their professional growth; and
 - e. Participating in constructive dialogue and obtaining specific, supportive feedback from evaluators.
- b. The PGP shall be the exclusive work product of the educator/licensed professional who has the sole responsibility to maintain and submit evidence of progress toward professional growth under the plan for their evaluation. The plan can be mapped out as an individual, small group, or as an agreed upon schoolwide plan to address specific needs. The educator/licensed professional has the sole discretion to opt out of portions of a schoolwide PGP if there is a demonstrated reason that the proposed PGP does not meet the instructional or professional practice needs of the educator/licensed professional. Further, provisions and accommodations shall be made if an educator/licensed professional's supervisor changes in the process of working toward attainment of the 225 CUs.
- c. In order to complete an individually designed PGP, the educator/licensed professional will determine focus areas for professional growth based upon student learning goals, professional practice goals, NEPF (or current) evaluation, career pathway goals, school/site goals, school community goals, and District goals.
 - a. Development of the PGP will include both the input of the educator/licensed professional and his/her supervisor.
 - b. Those programs that follow a designated path of coursework requirements may be utilized within a PGP. Designated programs will include, but are not limited to, successful completion of: National Board Certification, applicable Master's Degree programs, and applicable Doctoral Degree programs.

**NOTE: Verification of qualifying coursework for license renewal shall be the sole responsibility of the educator/licensed professional. Not all CUs will apply to the Nevada license renewal process.*

Step 3

Finalize the Professional Growth Plan

Propose your PGP to your supervisor.

The educator/licensed professional shall present the proposed *Professional Growth Plan (CCF-PGS1)* to the supervisor for final review and feedback. If the PGP is not mutually agreed upon by the educator/licensed professional and supervisor, the educator/licensed professional shall be given no fewer than seven (7) days to make adjustments and resubmit. The PGP must be finalized by the last day of October in order to be implemented in the same academic year. While this should be a collaborative effort between the educator/licensed professional and the supervisor, the supervisor shall not substitute his/her own goal(s) for that of the educator/licensed professional's so long as the proposed PGP meets the specified criteria.

The supervisor shall authorize the final PGP according to specified criteria to be mutually agreed upon between the District and CCEA and the educator/licensed professional shall submit documentation in a manner described in this guide. Such authorization shall not be unreasonably denied. If the PGP is not authorized by the supervisor, he/she shall offer feedback and the educator/licensed professional shall be given up to twenty-one (21) calendar days to make adjustments and resubmit. If the educator/licensed professional does not agree with the supervisor's decision, an appeal can be submitted (See CCSD/CCEA Negotiated Agreement, Article 26-2-4).



Professional Development Activities

Activity	Contact Units	Description and Limitations
District Professional Development	1 CU for each 180 minute time period 5 CUs for each 1 PDE credit (1 PDE credit = 15 hours)	Professional development must be taken and accrued in full CUs. The minimum amount of time for 1 course must be 3 hours. For example, 1 course may occur once a week for an hour over 3 weeks. The professional development must be related to the educator/licensed professional's assignment, license, or professional growth goals.
School/Site Professional Development	1 CU for each 180 minute time period	Professional development must be taken and accrued in full CUs. The minimum amount of time for 1 course must be 3 hours. For example, 1 course may occur once a week for an hour over 3 weeks. The professional development must be related to the educator/licensed professional's assignment, license, or professional growth goals.
CCEA/The Nevada Collaboratory Professional Development	1 CU for each 180 minute time period - Attending a Course Series (e.g., Diversity Series, Research Series, Content Series, etc.) includes 1 CU for each 180 minute time period for both in-class and specified out-of-class time.	Professional development must be taken and accrued in full CUs. The minimum amount of time for 1 course must be 3 hours. For example, 1 course may occur once a week for an hour over 3 weeks. The professional development must be related to the educator/licensed professional's assignment, license, or professional growth goals.
RPDP Professional Development Workshops or Courses	1 CU for each 180 minute time period - For each 3-hour session, 1 additional hour of specified out-of-class time is included.	Professional development must be taken and accrued in full CUs. The minimum amount of time for 1 course must be 3 hours. For example, 1 course may occur once a week for an hour over 3 weeks. The professional development must be related to the educator/licensed professional's assignment, license, or professional growth goals. Note: RPDP courses which are taken for UNLV credits are subject to the requirements for credits from colleges and universities (see page 10).

The following documentation is required for the above activities:

In addition to the completed *Contact Unit Verification Form (CCF-PGS2)*, these professional learning activities require a certificate of completion or transcript upon completion of the course.

Activity	Contact Units	Description and Limitations
Vegas PBS GOAL Courses	1 CU for each 180 minute time period 1.5 Vegas PBS GOAL credits are equivalent to 24 hours; therefore, 8 CUs.	These courses are offered through Vegas PBS only for professional development credit. The course must be related to the educator/licensed professional's licensed assignment, license, or professional growth goals.
Professional/ Specialty License Continuing Education Units (CEUs)	1 CU for each 180 minute time period	CEUs are for licensed professionals who hold a specialty professional license, such as a social worker, psychologist, or the equivalent requirements for an educator/licensed professional licensed through the business and industry route. CEUs must be related to the educator/licensed professional's licensed assignment, license, or professional growth goals. School Counselors may accrue CUs for Continuing Education Units offered through American School Counselor Association (ASCA) University. All educators/licensed professionals may use CEUs issued by the Nevada Department of Education to accrue CUs.

The following documentation is required for the above activities:

In addition to the completed *Contact Unit Verification Form (CCF-PGS2)*, these professional learning activities require a certificate of completion or transcript upon completion of the course.

Reminder: Any paid hours at \$22 per hour accrue CUs at the ½ rate.

Professional Development Activities



Activity	Contact Units	Description and Limitations
Attendance at professional development conferences provided by organizations officially recognized by the educational profession or content area at the state, local, or national levels.	1 CU for each 180 minute time period	Organizations may be the National Council of Teachers of Mathematics (NCTM), the National Council of Teachers of English (NCTE), or similar state-level organizations. Attendance at conferences which contain days/hours outside of the contractual workday may be counted and travel time is not counted. The professional development conference must be related to the educator/licensed professional's assignment, license, or professional growth goals.

The following documentation is required for the above activity:

In addition to the completed *Contact Unit Verification Form (CCF-PGS2)*, this professional learning activity requires a certificate of completion or transcript or other documentation displaying evidence of attendance at the conference, such as a documentation log of times with sessions attended and proof of registration.

Activity	Contact Units	Description and Limitations
Professional Learning Related to Extracurricular Assignment	1 CU for each 180 minute time period - Maximum 8 CUs Title I, Tier I and Tier II, Schools: - Maximum 16 CUs	In order for this activity to count toward column movement, the professional learning session must not be required for the educator/licensed professional's licensed assignment (i.e., First Aid or Safety) and must be directly related to 1 of the following: 1. Technical expertise in the area of the extracurricular activity; 2. Motivation, team-building, or fostering of an inclusive environment; 3. The coaching or instruction of students in the area of the extracurricular activity; or 4. Prevention of bullying, harassment, hazing, or other factors which impede the maintenance of a positive extracurricular experience.

The following documentation is required for the above activity:

In addition to the completed *Contact Unit Verification Form (CCF-PGS2)*, this professional learning activity requires a certificate of completion or transcript upon completion of the course.

For additional provisions regarding "related to the educator/licensed professional's assignment," see the Negotiated Agreement.

Task Force Participation



Activity	Contact Units	Description and Limitations
Writing, developing, or evaluating Districtwide curriculum as part of a Districtwide or state task force	1 CU for each 180 minute time period - Maximum 30 CUs	Individuals are selected to participate on Districtwide or state curriculum task forces, including textbook adoption.

The following documentation is required for the above activity:

In addition to the completed *Contact Unit Verification Form (CCF-PGS2)*, this professional learning activity requires pre-approval from the responsible administrator of the task force prior to participation, work evidence, and a documentation log of the hours and activities, including agendas from the sessions.

Reminder: Any paid hours at \$22 per hour accrue CUs at the ½ rate.



Presenting Professional Development

Activity	Contact Units	Description and Limitations
Teaching a professional development course at a school/site for a minimum of 5 attendees.	1 CU for each 180 minute time period of teaching - Maximum 50 CUs	
Teaching a professional development course at the District level for a minimum of 5 attendees.	1 CU for each 180 minute time period of teaching - Maximum 50 CUs	
Teaching a professional development course for RPDP.	1 CU for each 180 minute time period of teaching - Maximum 40 CUs	
Teaching a professional development course for a Districtwide audience for which PDE credit is issued.	1 CU for each 180 minute time period of teaching plus 1 CU for each PDE credit for ongoing preparation/planning - Maximum 50 CUs	This is designed for educators/licensed professionals who deliver Districtwide professional development and teaching and preparation time are included. For example, a 3-credit PDE course has a value of 15 CUs (45 hours) and 3 CUs (15 hours) for ongoing preparation time for a total of 18 CUs to teach the course.

The following documentation is required for the above activities:

In addition to the completed *Contact Unit Verification Form (CCF-PGS2)*, these professional learning activities require pre-approval from the educator/licensed professional's supervisor or the responsible administrator of the professional development course prior to participation and agendas from the sessions or a PDE Instructor class on a transcript.



Creating Professional Development

Activity	Contact Units
Presentations at conferences provided by organizations officially recognized by the educator/licensed professional's profession or content area.	1 CU for each 180 minute time period - Up to 3 hours of documented creation time permitted for every hour of unique presentation time - Maximum 10 CUs.

The following documentation is required for the above activity:

In addition to the completed *Contact Unit Verification Form (CCF-PGS2)*, this professional learning activity requires an agenda of the presentation/session at the conference with the presenter's name aligned to the presentation/session and a documentation log of time and activities creating the presentation.

Activity	Contact Units	Description and Limitations
Writing or developing a new professional development course for the educator/licensed professional's school/site designed for a minimum of 20 enrollees	1 CU for each 180 minute time period of creating a professional development course - Up to 3 hours of documented creation time permitted for every hour of presentation time - Maximum 50 CUs	This activity is designed for educators/licensed professionals who write a new course or professional development opportunity at their school/site. This is for courses that are being written and developed for the first time; however, if the original course requires significant revisions, hours may be used to update a previously taught course.
Writing or developing a new professional development course for the District designed for a minimum of 20 enrollees	1 CU for each 180 minute time period of creating a professional development course - Up to 3 hours of documented creation time permitted for every hour of presentation time - Maximum 50 CUs	This section is designed for educators/licensed professionals who write a new course or professional development opportunity offered at the District level. This is for courses that are being written and developed for the first time; however, if the original course requires significant revisions, hours may be used to update a previously taught course.

The following documentation is required for the above activities:

In addition to the completed *Contact Unit Verification Form (CCF-PGS2)*, these professional learning activities require pre-approval from the educator/licensed professional's supervisor or the responsible administrator of the professional development course prior to the creation of the professional development and a documentation log of time and activities creating the professional development.

Online Professional Development



Activity	Contact Units	Description and Limitations
Micro-Credentials	1 CU for each 180 minute time period - Maximum 30 CUs	Each micro-credential must be related to the educator/licensed professional's assignment, license, or professional growth goals. Only micro-credentials approved by Digital Promise may be utilized.

The following documentation is required for the above activity:

In addition to the completed *Contact Unit Verification Form (CCF-PGS2)*, this professional learning activity requires evidence of the digital badge/credential upon completion of the course and a documentation log of the hours and activities for each micro-credential.

Activity	Contact Units	Description and Limitations
Webinars	1 CU for each 180 minute time period - Maximum 10 CUs	Accrued time is equivalent to the actual time for webinars. For example, 3, 1-hour webinars may be taken for 1 CU or 1, 2-hour webinar and 1, 1-hour webinar may be taken for 1 CU.

The following documentation is required for the above activity:

In addition to the completed *Contact Unit Verification Form (CCF-PGS2)*, this professional learning activity requires evidence of the actual time of the webinar and a certificate of completion or transcript upon completion of the webinar.

Activity	Contact Units	Description and Limitations
Massive Open Online Content Courses (MOOCs)	1 CU for each 180 minute (3 hour) time period for MOOCs completed before August 21, 2017 1 CU for each 600 minute (10 hour) time period for MOOCs completed after August 21, 2017 - No maximum if completed by August 21, 2017 - Maximum 40 CUs for MOOCs completed after August 21, 2017 - If the maximum number of CUs (40) was accrued prior to August 21, 2017, additional CUs may not be accrued through completion of MOOCs.	MOOCs must be provided by a school or organization within the platforms of EdX (http://www.EdX.org) or Coursera (http://www.coursera.org). The course must be related to the educator/licensed professional's assignment, license, or professional growth goals, and must be active, not archived, at the time of completion. MOOC CUs are issued at the low end of the estimated hours per week, as stated in the course syllabus, multiplied by the number of weeks.

The following documentation is required for the above activity:

In addition to the *Contact Unit Verification Form (CCF-PGS2)*, one of the following pieces of evidence is required:

- Certificate of completion as issued by the university or organization.
- Evidence of the activity progress with completion status.

The educator/licensed professional must provide evidence of the estimated hours per week for a MOOC.

For additional provisions regarding "related to the educator/licensed professional's assignment," see the Negotiated Agreement.

Reminder: Any paid hours at \$22 per hour accrue CUs at the ½ rate.



Professional Learning Communities

Activity	Contact Units	Description and Limitations
Participation in a Professional Learning Community (PLC) in or among schools/sites by grade-level band, content, or course	1 CU for each 180 minute time period - Maximum 40 CUs Title I, Tier I and Tier II, Schools: - Maximum 60 CUs - In Title I, Tier I and Tier II, Schools, an educator/licensed professional may be paid for participating in a PLC outside the contractual workday and also receive full CUs.	Schools/sites may choose to organize PLCs within grade-level bands or content areas. Educators/licensed professionals may also be approved to participate in PLCs for focused learning across schools/sites. For example, PLC topics/purposes might include: - Grading Practices - Advanced Placement Courses - IEP Standards and Practices - International Baccalaureate Designation - Career and Technical Education Programs - Research Developments in a Specialty Area - District Initiatives - ELL Instructional Professional Learning - Equity/Diversity - Other Instructional Focus Areas

The following documentation is required for the above activity:

In addition to the completed *Contact Unit Verification Form (CCF-PGS2)*, this professional learning activity requires pre-approval from the educator/licensed professional's supervisor prior to participation, and work evidence including agendas from the sessions.



School & Community Activities

Activity	Contact Units	Description and Limitations
Assignment of Field Observation Students (FOS)	1 CU for supporting a FOS no more than twice a year - Maximum 6 CUs Title I, Tier I and Tier II, Schools: 2 CUs for supporting FOS no more than twice a year - Maximum 8 CUs	FOS shall be assigned to an educator/licensed professional by his/her supervisor. FOS must spend 10 hours of time observing the master teacher.
Assignment of Practicum Students	1 CU each week for supporting a practicum student no more than once a year - Maximum 15 CUs Title I, Tier I and Tier II, Schools: 2 CUs each week for supporting a practicum student no more than once a year - Maximum 20 CUs.	Practicum students shall be assigned to an educator/licensed professional by his/her supervisor.
Assignment of Student Teachers	1 CU each week for supporting a student teacher no more than once a year - Maximum 15 CUs Title I, Tier I and Tier II, Schools: 2 CUs each week for supporting a student teacher no more than once a year - Maximum 20 CUs	Student teachers shall be assigned to an educator/licensed professional by his/her supervisor.

The following documentation is required for the above activities:

In addition to the completed *Contact Unit Verification Form (CCF-PGS2)*, these professional learning activities require pre-approval from the educator/licensed professional's supervisor prior to participation and a certificate of completion or other documentation from the teacher preparation program.

Reminder: Any paid hours at \$22 per hour accrue CUs at the ½ rate.

School & Community Activities



Activity	Contact Units	Description and Limitations
Parent or Community Engagement Leadership: Designing, leading, and conducting activities designed to maintain and improve parent or community engagement with the parents/guardians at the educator/licensed professional's school/site	1 CU for each 180 minute time period - Maximum 20 CUs	Activities are designed and developed to align with the school/site's community needs. Activities must be beyond the required 3 nights. Activities might include, but are not limited to, the following: - Conducting short seminars. - Developing/designing family learning nights. - Developing/designing college and career parent/guardian informational sessions.
Serving on a School Organizational Team at the educator/licensed professional's school/site	1 CU for each 180 minute time period - Maximum 40 CUs but by mutual agreement between CCEA and the District, this maximum may be increased	The educator/licensed professional can only accrue CUs for the time in which he/she is engaged in meetings of the School Organizational Team. Time spent preparing for the meetings or completing assignments from the team do not count toward CUs.
The writing of a common assessment either for the District or as part of a schoolwide improvement plan	1 CU for each 180 minute time period - Maximum 10 CUs	

The following documentation is required for the above activities:

In addition to the completed *Contact Unit Verification Form (CCF-PGS2)*, these professional learning activities require pre-approval from the educator/licensed professional's supervisor or the responsible administrator prior to participation, work evidence, and a documentation log of hours and activities or agendas from the sessions.

Activity	Contact Units	
Academic Trips or Competitions with students as requested by School Administration or the District	1 CU for each 180 minute time period - Maximum 20 CUs	The educator/licensed professional can only accrue CUs for the time in which he/she is engaged in direct contact with students on the specific academic activities and/or competition. Travel, meal, and sleep time do not count toward CUs.

The following documentation is required for the above activity:

In addition to the completed *Contact Unit Verification Form (CCF-PGS2)*, this professional learning activity requires pre-approval from the principal and the school's School Associate Superintendent (attach CCF-145) prior to participation and itinerary documentation from the academic trip/competition.

Activity	Contact Units	Description and Limitations
Group Level Professional Learning	Each plan may include a maximum of 60 CUs.	This professional learning plan is a 1-year proposal with a coherent series of professional learning activities to target the specific needs of educators/licensed professionals at a school/site or educators/licensed professionals in the District with a similar role or assignment.

The following documentation is required for the above activity:

The *Group Level Professional Learning Proposal (CCF-PGS5)* must be completed and approved by the supervisor/principal and the school's School Associate Superintendent prior to implementation.

Reminder: Any paid hours at \$22 per hour accrue CUs at the ½ rate.



College Coursework: Approved Teacher Education Programs

This category includes institutions of higher education that are approved by the Nevada Department of Education to be teacher preparation program providers or offer early childhood and other introductory education coursework.

More information regarding these institutions of higher education can be found by entering the URL below into an Internet browser:

<http://bit.ly/nvdoelist>

This category also includes institutions of higher education that are designated by the Carnegie Classification of Institutions of Higher Education as a Doctoral University of Higher Research Activity or Highest Research Activity.

More information regarding these institutions of higher education can be found by entering the URL below into an Internet browser:

<http://bit.ly/carnegie1ist>

It is the sole responsibility of the educator/licensed professional to ensure that the institution from which he/she takes college courses is on the Nevada Department of Education list or the Carnegie Classification System list, as referenced above.

Activity	Contact Units	Description and Limitations
1 Semester Credit in Education	• 8 CUs per 1 semester credit • 5 CUs per 1 quarter credit	Course(s) must be in the education department and at least a 300-course level or above or a 200-course level approved by the supervisor. Course(s) must be related to the educator/licensed professional's assignment, license, or professional growth goals and taken at an institution referenced above. The course(s) may be taken in person, video conference, online, or a blended-learning environment.
1 Semester Credit not in Education	• 8 CUs per 1 semester credit • 5 CUs per 1 quarter credit	Course(s) must be at least a 300-course level or above or a 200-course level approved by the supervisor. Course(s) must be related to the educator/licensed professional's assignment, license, or professional growth goals and taken at an institution referenced above. The course(s) may be taken in person, video conference, online, or a blended-learning environment.
Vegas PBS Teacherline Courses (1, 2, or 3 credits)	• 8 CUs per 1 semester credit	Courses must be a 200-course level or above and must be related to the educator/licensed professional's assignment, license, or professional growth goals.

The following documentation is required for the above activities:

In addition to the completed *Contact Unit Verification Form (CCF-PGS2)*, these professional learning activities require an official transcript with a "B-" (2.7) or higher. If the course is a 200-course level, pre-approval from the educator/licensed professional's supervisor is required prior to participation. Courses cannot be taken pass/fail unless the courses are taken from an institution designated by the Nevada Department of Education as an approved teacher education program provider, as described above, or which are a requirement of a graduate degree program in which one is enrolled.

For additional provisions regarding "related to the educator/licensed professional's assignment," see the Negotiated Agreement.

Reminder: Any paid hours at \$22 per hour accrue CUs at the ½ rate.

College Coursework



Activity	Description and Limitations
1 semester credit at a university not approved by the NV DOE to be a teacher preparation program and not a Highest Research Activity or Higher Research Activity by the Carnegie Classification of Institutions of Higher Education.	<i>Participation in coursework at a university/college that is not approved by the NV DOE to be a teacher preparation program and not a Highest Research Activity or Higher Research Activity will receive 5 CUs per 1 semester credit or 3 CUs per 1 quarter credit.</i> Course(s) must be at least a 300-course level or above or a 200-course level approved by the supervisor. Course(s) must be related to the educator/licensed professional's licensed assignment, license, or professional growth goals. The course(s) may be taken in person, video conference, online, or a blended-learning environment.

The following documentation is required for the above activities:

In addition to the completed *Contact Unit Verification Form (CCF-PGS2)*, these professional learning activities require an official transcript with a "B-" (2.7) or higher. If the course is a 200-course level, pre-approval from the educator/licensed professional's supervisor is required prior to participation. Courses cannot be taken pass/fail unless the courses are a requirement of a graduate degree program in which one is enrolled.

Activity	Contact Units	Description and Limitations
1 semester credit in a university/college course with content substantively related to multiculturalism at or above the 100-course level.	• 8 CUs per 1 semester credit • 5 CUs per 1 quarter credit • <i>Participation in coursework at a university/college that is not approved by the NV DOE to be a teacher preparation program and not a Highest Research Activity or Higher Research Activity will receive 5 CUs per 1 semester credit or 3 CUs per 1 quarter credit.</i> • If taken at the 100-course level, maximum 30 CUs • No maximum if taken at or above the 200-course level	Courses which focus on the history and culture of diverse populations. Courses may include the 100-course level or above to become proficient in a language other than English. If the course is a 100-course level, pre-approval from the educator/licensed professional's supervisor is required prior to participation.

The following documentation is required for the above activity:

In addition to the completed *Contact Unit Verification Form (CCF-PGS2)*, this professional learning activity requires an official transcript with a "B-" (2.7) or higher. Courses cannot be taken pass/fail unless the courses are taken from an institution designated by the Nevada Department of Education as an approved teacher education program provider as previously described.

Activity	Contact Units	Description and Limitations
Annenberg Learner Courses	• Annenberg Continuing Education Units (CEU) conversions: ○ 1.0 CEU = 3 CUs ○ 1.5 CEUs = 5 CUs ○ 2.0 CEUs = 6 CUs ○ 2.5 CEUs = 8 CUs • Maximum 40 CUs	Credit taken through Colorado State University for graduate credit will accrue CUs at the rate of 8 CUs per 1 semester credit instead of the rate indicated in the Contact Unit field as Colorado State University is classified as a Highest Research Activity institution by the Carnegie Classification system. The course must be related to the educator/licensed professional's assignment, license, or professional growth goals.

The following documentation is required for the above activity:

In addition to the completed *Contact Unit Verification Form (CCF-PGS2)*, this professional learning activity requires a certificate of completion or transcript upon completion of the course.

Reminder: Any paid hours at \$22 per hour accrue CUs at the ½ rate.



Mentoring

Activity	Contact Units	Description and Limitations
Mentor Participating in a mentoring relationship as the mentor aligned with at least one of the following: 1. Mentoring an experienced educator/licensed professional in need of content area or instructional support as determined by the educator/licensed professional's supervisor. 2. Mentoring a new educator/licensed professional with no teaching experience other than substitute teaching. 3. Mentoring an educator/licensed professional with teaching experience who is new to the District within the past calendar year. 4. Mentoring a vacancy substitute teacher teaching in the areas of mathematics, science, English, or special education. In order for mentoring to be provided for the vacancy substitute teacher, the substitute position is anticipated to last more than 60 school days.	• 1 CU for each 180 minute time period • Maximum 50 CUs Title I, Tier I and Tier II, Schools: • Maximum 120 CUs • In Title I, Tier I and Tier II, Schools, an educator/licensed professional may be paid for mentoring outside the contractual workday and also receive full CUs.	Mentoring Activity (except observations of another educator/licensed professional) must occur outside of the contractual workday. Mentoring activities might include, but are not limited to, constructive dialogue, providing advice and feedback, observation and coaching, and assistance with writing lesson plans and IEPs. • The mentoring activities may be combined in any fashion.
Mentee Participating in a mentoring relationship as the mentee aligned with at least one of the following: 1. Serving as an experienced educator/licensed professional in need of content area or instructional support as determined by the educator/licensed professional's supervisor. 2. Serving as a new educator/licensed professional with no teaching experience other than substitute teaching. 3. Serving as an educator/licensed professional with teaching experience who is new to the District within the past calendar year.	• 1 CU for each 180 minute time period • Maximum 20 CUs	Mentoring must occur outside of the contractual workday. This professional learning activity is for educators/licensed professionals who are being mentored.
The following documentation is required for the above activity: In addition to the completed <i>Contact Unit Verification Form (CCF-PGS2)</i> , these professional learning activities require pre-approval from the educator/licensed professional's supervisor prior to participation and a documentation log of the mentoring hours and activities.		



Grant Writing

Activity	Contact Units	Description and Limitations
Grant writing that directly impacts students, the school, or the school community.	• 1 CU for each 180 minute time period • Maximum 10 CUs Title I, Tier I and Tier II, Schools: • Maximum 30 CUs	In order for the grant writing to be eligible for CU accrual, the grant award must be for the benefit of the students, the overall classroom climate/environment, and/or the school.
The following documentation is required for the above activity: In addition to the completed <i>Contact Unit Verification Form (CCF-PGS2)</i> , this professional learning activity requires pre-approval from the educator/licensed professional's supervisor prior to participation, work evidence, a documentation log of the hours and activities, and evidence of the submission of the completed grant application.		

Reminder: Any paid hours at \$22 per hour accrue CUs at the ½ rate.

Supplemental Instruction



Activity	Contact Units	Description and Limitations
School-Based Tutoring in Core-Content Areas	1 CU for each 180 minute time period - Maximum 30 CUs Title I, Tier I and Tier II, Schools: - Maximum 50 CUs - In Title I, Tier I and Tier II, Schools, an educator/licensed professional may be paid for tutoring outside the contractual workday and also receive full CUs.	Educators/licensed professionals may deliver instruction one-on-one or in small groups of students. Instruction might include supporting, accelerating, or remediating students before or after school. Core-Content Areas are defined as: mathematics, English language arts, science, and social studies.

The following documentation is required for the above activity:

In addition to the completed *Contact Unit Verification Form (CCF-PGS2)*, this activity requires pre-approval from the educator/licensed professional's supervisor prior to participation and documentation of the tutoring hours and activities. For an educator/licensed professional who tutors students at a school other than his/her home school, the pre-approval section on the *Contact Unit Verification Form (CCF-PGS2)* must be signed by the administrative supervisor at the school sponsoring the tutoring program. The CU maximums and options are tied to the educator/licensed professional's home school.

Activity	Contact Units	Description and Limitations
Summer School	15 CUs per session of summer school - Maximum 30 CUs	Educators/licensed professionals will be paid \$22/hour for teaching at a District-approved credit retrieval summer school and also receive CUs.

The following documentation is required for the above activity:

In addition to the completed *Contact Unit Verification Form (CCF-PGS2)*, this professional learning activity requires pre-approval from the educator/licensed professional's supervisor during Summer School and documentation of days and hours teaching summer school.

Award Applications



Activity	Contact Units	Description and Limitations
Applying for national or state professional awards for the educator/licensed professional's recognition of excellence in professional practice	1 CU for each 180 minute time period spent preparing applications - Maximum 10 CUs with no more than 5 CUs per award application if no awards received - Maximum 30 CUs if the educator/licensed professional receives a national or state professional award for which he/she applied	For national and state awards, this must be recognition which requires documentation and evidence of impact on school/student achievement.
Community-Based Awards	1 CU for each 180 minute time period spent preparing applications - Maximum 12 CUs with no more than 3 CUs for each unique application	Community-based awards are provided by local agencies, companies, or other organizations. This includes awards available through the District for which an educator/licensed professional may apply.

The following documentation is required for the above activities:

In addition to the completed *Contact Unit Verification Form (CCF-PGS2)*, this professional learning activity requires pre-approval from the educator/licensed professional's supervisor prior to participation, a documentation log of the time spent applying for awards, and evidence of the submission of the completed award applications.

Reminder: Any paid hours at \$22 per hour accrue CUs at the ½ rate.



Student-Based Activities: Extracurricular Activities

Activity	Contact Units	Description and Limitations
Educators/licensed professionals who coach a sport, advise, or coordinate an extracurricular club or activity	- Maximum 30 CUs *The maximum 30 CUs may accrue through the fall, winter, spring, and summer seasons. - Any educator/licensed professional who is compensated for coaching/advising a sport, extracurricular club, or activity may accrue CUs at the ½ rate. Title I, Tier I and Tier II, Schools: - Maximum 40 CUs *The maximum 40 CUs may accrue through the fall, winter, spring, and summer seasons. - Any educator/licensed professional who is compensated for coaching/advising a sport, extracurricular club, or activity may accrue CUs at the ½ rate.	The educator/licensed professional must be on the school's approved student activity or coaching list. CUs accrue for direct contact time for coaching / advising students in the area of an extracurricular assignment. Sports and activities which occur throughout the year that include more than 1 season may count toward CUs. For example, a football coach who is compensated during the fall football season may earn ½ CUs. If he/she also conducts summer weight training with the football players for no compensation, he/she may accrue full CUs.

The following documentation is required for the above activity:

In addition to the completed *Contact Unit Verification Form (CCF-PGS2)*, this professional learning activity requires pre-approval from the educator/licensed professional's supervisor prior to participation and a documentation log of the coaching/extra-curricular hours and activities. For an educator/licensed professional who coaches a sport or advises an activity or extracurricular club at a school other than his/her home school, the pre-approval section on the *Contact Unit Verification Form (CCF-PGS2)* must be signed by the administrative supervisor at the school sponsoring the sport, activity, or extracurricular club. The CU maximums and options are tied to the educator/licensed professional's home school.



Student-Based Activities: IEPs

Activity	Contact Units	Description and Limitations
Special Education Teachers and Related Services Special Education Providers: Writing IEPs and MDTs	Maximum 22 CUs	Special education teachers and Related Services Special Education Providers may receive 1 CU for writing every IEP/MDT on his/her caseload for a maximum of 22 CUs. Note: It is understood that writing every student's IEP/MDT on his/her caseload may occur during or outside the contractual workday.
Participating as a Member of the IEP/MDT Team	Maximum 22 CUs	An educator/licensed professional may receive ½ CU for each student for whom the educator/licensed professional participates in the IEP/MDT writing process and attends the IEP/MDT meeting to support the goals of the IEP/MDT for a maximum of 22 CUs. Note: It is understood that participating in the IEP/MDT writing process and attending the IEP/MDT meeting to support the goals of the IEP/MDT may occur during or outside the contractual workday. An educator/licensed professional may not accrue CUs for both writing and participating in the same IEP/MDT.

The following documentation is required for the above activities:

In addition to the completed *Contact Unit Verification Form (CCF-PGS2)*, each CU requires a copy of the signature page of the completed IEP or MDT. All identifying information concerning the student and parent(s)/guardian(s) must be redacted in alignment with the Family Educational Rights and Privacy Act prior to submitting.

Reminder: Any paid hours at \$22 per hour accrue CUs at the ½ rate.

Specific Programs That Enhance Teacher Effectiveness



Activity	Contact Units	Description and Limitations
National Education Association: Teacher Leadership Initiative (TLI)	1 CU for each 180 minute time period - Maximum 15 CUs for participation in the TLI for modules and webinars - Capstone Project cannot exceed 35 CUs	A Capstone Project is completed to demonstrate the application of the educator/licensed professional's knowledge. The Capstone Project is submitted to the TLI Coach for approval.
NEA Early Career Leadership Fellows (ECLF) Program	1 CU for each 180 minute time period - Maximum 15 CUs for participation in the ECLF for modules and webinars - Capstone Project cannot exceed 35 CUs	A Capstone Project is completed to demonstrate the application of the educator/licensed professional's knowledge. The Capstone Project is submitted to the ECLF Coach for approval.
Public Education Foundation: Teacher Leadership Academy	1 CU for each 180 minute time period - Maximum 24 CUs for participation in the required coursework - Capstone Project cannot exceed 6 CUs	A Capstone Project is completed to demonstrate the application of the educator/licensed professional's knowledge.

The following documentation is required for the above activities:

In addition to the completed *Contact Unit Verification Form (CCF-PGS2)*, these professional learning activities require a certificate of completion or transcript, a documentation log, and documentation of the completed Capstone Project with approval from the coach and/or program sponsor.

Activity	Description and Limitations
Administrative Internship	Professional learning activities completed to fulfill Administrative Internship requirements may accrue CUs in the category of College Coursework in Education if associated with university coursework or the category of District Professional Development if associated with a District program.
New Teacher Induction Program	Professional learning activities completed to fulfill onboarding requirements, as aligned to the educator/licensed professional's assignment, may accrue CUs in the category of District Professional Development.

Activity	Contact Units	Description and Limitations
National Board for Professional Teaching Standards (NBPTS) Process and/or Certification	133 CUs for initial submission of the NBPTS Components 92 CUs for the NBPTS Certification	Initial submission of all components of the NBPTS process may earn a total of 133 CUs. After successful certification of NBPTS is received, an additional 92 CUs may be earned.
Successful Completion of National Board Renewal	40 CUs	National Board Certified Teacher (NBCT) Certification Renewal Profile of Professional Growth must be successfully completed for certification.

The following documentation is required for the above activities:

In addition to the completed *Contact Unit Verification Form (CCF-PGS2)*, the NBCT certificate must be submitted as evidence.

Reminder: Any paid hours at \$22 per hour accrue CUs at the ½ rate.

**Contact Units Available Only While Working at Title I, Tier I and Title I, Tier II Schools
or as a Special Education Teacher in a Self-Contained Classroom**

School & Community Activities

Activity	Contact Units	Description and Limitations
Parent or Community Engagement Participation	• 1 CU for each 180 minute time period • Maximum 30 CUs	An educator/licensed professional who takes an active role in activities designed to maintain and improve parent or community engagement with the parents/guardians of the students or at the school/site. Activities are designed and developed to align with the needs of the school community. Activities must be beyond the required 3 nights. Activities might include, but are not limited to, participating in the delivery of parent seminars or "Parent U" courses, taking an active role and participating in family learning nights, and participating in the delivery of college and career informational sessions.
Schoolwide Planning	• 1 CU for each 180 minute time period • Maximum 30 CUs	The program must be designed to have an impact on the school's student achievement or climate. This may include the creation and writing of schoolwide programs designed to improve student learning, climate, motivation, or writing/leading the development of schoolwide plans, such as the School Improvement Plan or the professional development and/or allocation plan as required by Title I or other regulations.

The following documentation is required for the above activities:

In addition to the completed *Contact Unit Verification Form (CCF-PGS2)*, these professional learning activities require pre-approval from the educator/licensed professional's supervisor or the responsible administrator prior to participation, agendas from the sessions, and a documentation log of hours and activities.

Licensure

Activity	Contact Units	Description and Limitations
Maintain a second endorsement on the educator/licensed professional's license. The endorsement must be outside of the educator/licensed professional's primary teaching/licensed assignment and must be in the designated areas as noted in the box to the right. An educator/licensed professional must be rated "effective" or "highly effective" on his/her last evaluation.	• 10 CUs for maintaining an endorsement. • Maximum 20 CUs.	ELEMENTARY: An educator/licensed professional may receive CUs for having an endorsement(s) not required for his/her primary teaching/licensed assignment in any of the following areas: TESL, reading, literacy, mathematics, science, special education, early childhood, bilingual education, and elementary education. For example, a special education teacher may receive 10 CUs for maintaining an elementary education endorsement. A fifth-grade teacher may receive 20 CUs for maintaining a special education endorsement and a TESL endorsement. SECONDARY: An educator/licensed professional may receive CUs for having an endorsement(s) not required for his/her primary teaching/licensed assignment in any of the following areas: TESL, English, mathematics, science, bilingual education, and special education. For example, a special education teacher may receive 10 CUs for maintaining an TESL endorsement. A math teacher may receive 20 CUs for maintaining a science and a TESL endorsement.

The following documentation is required for the above activities:

In addition to the completed *Contact Unit Verification Form (CCF-PGS2)*, this professional learning activity requires a copy of the educator/licensed professional's license from the NV DOE website and a copy of the last evaluation showing "effective" or "highly effective" status.

Mentoring

Activity	Contact Units	Description and Limitations
Peer Assistance and Review (PAR) Program	• 1 CU for each 180 minute time period • Maximum 5 CUs	PAR Consulting Teachers may participate in professional development from an outside vendor related to mentoring.

The following documentation is required for the above activity:

In addition to the completed *Contact Unit Verification Form (CCF-PGS2)*, this professional learning activity requires certificate of completion or transcript upon completion of the professional development.



For More Information
 CCSD Professional Growth System Department 702-799-4PGS (702-799-4747) or CCEA Professional Learning Program 702-733-3063
 Additional information, including forms and tutorial videos, may be accessed online at <http://cpd.vegas/pgs> or by emailing pgs@nv.ccsd.net



Reminder: Any paid hours at \$22 per hour accrue CUs at the ½ rate.

Professional Growth System (PGS)

Reference Guide

Effective September 1, 2023

The purpose of this guide is to provide tools and resources to accumulate Contact Units (CUs) to move across columns on the Professional Salary Table (PST). This guide provides parameters for professional development activities including established CU values and documentation for professional development activities as framed in Article 26 of the CCEA Negotiated Agreement.

Contact Units

- Each CU translates into 180 minutes (3 hours) of clock time unless specified by this document.
- If an educator/licensed professional is paid the supplemental instruction rate or a stipend for the professional development activity, he/she will accrue CUs at the rate of one CU for 360 minutes (6 hours) of clock time unless specified by this document.
- Unless specified by this document, only time outside of the regular contractual workday may accrue CUs.
 - If an educator/licensed professional is paid his/her contractual rate on an hourly basis or for an extended contractual workday or year, the time is excluded from counting toward CUs.
 - Site-Based Collaboration Time is excluded from counting toward CUs.
- Professional development activities must be related to the educator/licensed professional's assignment or license. See the Negotiated Agreement.
- Column movement will occur after the successful accrual of 225 CUs.
- Courses available as District Professional Development may be registered for in the CCSD ELMS and will show CU accrual through the "Advancement Status" button within CCSD ELMS at the conclusion of each course.
- Educators/licensed professionals who participate in self-reported activities for CU accrual will enter the details for each activity through the "Add Advancement Activity" button within the CCSD ELMS.
- The required documentation for each activity, as set forth in this guide will be uploaded to the educator/licensed professional's Google Drive as a single file and then shared as a link so that "Anyone in the Clark County School District with the link can view" through the "Add Advancement Activity" button in ELMS.
- As submitted CUs are approved, they will be calculated into the total available through the "Advancement Status" button on an educator/licensed professional's CCSD ELMS dashboard.
- Audits of CU activities submitted by educators/licensed professionals may be conducted by the Professional Growth System Department at any time.
- The submission deadline for ALL activities completed during the advancement cycle is October 1 of the year the employee is advancing. Submissions of activities completed during a previous advancement window will not be accepted.
- Maximum CUs refers to the limit of CUs that can be earned in that activity for each column movement.

Additional information, including forms and tutorial videos, may be accessed online at <http://bit.ly/ccsdPGS>

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Non-Title I Schools & Centrally Assigned Educators/Licensed Professionals

- Educators/licensed professionals who serve at a Non-Title I School are eligible for the three-year track.
- Educators/licensed professionals who are centrally assigned are eligible only for the three-year track unless all assignments are in Title I Schools.
- Each school's Title I designation is annually determined by the Nevada Department of Education and can be found on the PGS website: <http://bit.ly/ccsdPGS>.

Title I Schools & Self-Contained Special Education Teachers

- Educators/licensed professionals who serve exclusively at a Title I School and Special Education Teachers in a Self-Contained classroom are eligible for the two-year track.
- Specific information is provided for additional options for educators/licensed professionals in these schools or positions.
- Each school's Title I designation is annually determined by the Nevada Department of Education and can be found on the PGS website: <http://bit.ly/ccsdPGS>.



College Coursework

Activity	Contact Units	Description and Limitations
College Credit in Education at an Approved University Or College Credit Not in Education at an Approved University	• 8 CUs per 1 semester credit • 5 CUs per 1 quarter credit	Course(s) must be in the education department and at least a 300-course level or above or a 200-course level approved by the supervisor. Course(s) must be related to the educator/licensed professional's assignment or license or may be taken to obtain an endorsement and/or lead to another position in the District. There are two distinctions to CU accrual for college coursework: Approved and Non-Approved. This activity is specific to Approved University coursework. To be categorized as an Approved University, course(s) must be taken: • at an institution of higher education that is approved by the Nevada Department of Education to be a teacher preparation program providers or offer early childhood and other introductory education coursework (available at http://bit.ly/nvdoeflist). Or • at an institution of higher education designated by the Carnegie Classification of Institutions of Higher Education as a Doctoral University (available at http://bit.ly/carnegie1st). It is the sole responsibility of the educator/licensed professional to ensure that the institution from which he/she takes college courses is on one of the approved lists as linked above.
College Credit in Education at a Non-Approved University or College Credit Not in Education at a Non-Approved University	• 5 CUs per 1 semester credit • 3 CUs per 1 quarter credit	Course(s) must be in the education department and at least a 300-course level or above or a 200-course level approved by the supervisor. Course(s) must be related to the educator/licensed professional's assignment or license or may be taken to obtain an endorsement and/or lead to another position in the District. There are two distinctions to CU accrual for college coursework: Approved and Non-Approved. This activity is specific to Non-Approved University coursework.
College credit with content substantively related to multiculturalism at or above the 100-course level	• See above for CU accrual at approved and non-approved universities	Courses which focus on the history and culture of diverse populations. Courses may include the 100-course level or above to become proficient in a language other than English with supervisor approval. • If taken at the 100-course level, maximum 30 CUs • No maximum if taken at or above the 200-course level

These professional learning activities require an official transcript with a "B-" (2.7) or higher.

Contact Units for this activity will be submitted through CCSD ELMS; however, the required original transcript may not be submitted through the CCSD ELMS and must be delivered to the PGS office. Information on delivering transcripts may be accessed at <http://bit.ly/ccsdPGS>.

If the course is a 200-course level (or 100-level for courses in multiculturalism), approval documentation ([Contact Unit Approval Form- Lower-Level College Coursework](#)) from the educator/licensed professional's supervisor is required and must be uploaded to your CCSD Google Drive and submitted as a single link to the CCSD ELMS.

Courses cannot be taken pass/fail unless the courses are taken from an institution designated by the Nevada Department of Education as an approved teacher education program provider, as described above, or which are a requirement of a graduate degree program in which one is enrolled.

District-Level Professional Development Activities



Activity	Contact Units
District Professional Development	No Maximum

Submission is not required as these courses will be recorded in the District PD report in ELMS and Contact Units will be automatically calculated.

Activity	Contact Units
Vegas PBS Professional Development Credit Courses	- No Maximum - These NVDOE approved courses are only offered through Vegas PBS. NVDOE approval codes provided by Vegas PBS upon completion of required hours and assignments within the Vegas PBS portal https://bit.ly/VegasPBS_Portal
RPDP Professional Development Workshops or Courses	- No Maximum Note: RPDP courses which are taken for university credits are subject to the requirements for credits from colleges and universities (see page 2).
CCEA/The Nevada Collaboratory Professional Development	- No Maximum - This includes coursework, modules, and micro-credentials through CCEA

Documentation required for above activities must be uploaded to your CCSD Google Drive and submitted as a single link to the CCSD ELMS.

Documentation required for CU submissions in ELMS can be accessed online at <http://bit.ly/PGSELMSdocumentation>.

Activity	Contact Units
Teaching a professional development course at the District level for a minimum of 5 attendees This includes professional development for: - PDE credit - CCEA	Maximum 70 CUs

Documentation required for above activities must be uploaded to your CCSD Google Drive and submitted as a single link to the CCSD ELMS.

Documentation required for CU submissions in ELMS can be accessed online at <http://bit.ly/PGSELMSdocumentation>.

Activity	Contact Units	Description and Limitations
Writing or developing a new professional development course for the District, RPDP, or CCEA designed for a minimum of 20 enrollees	- Up to 3 hours of documented creation time permitted for every hour of presentation time - Maximum 50 CUs	This section is designed for educators/licensed professionals who write a new course or professional development opportunity offered at the District level. This is for courses that are being written and developed for the first time; however, if the original course requires significant revisions, hours may be used to update a previously taught course.

Documentation required for above activities must be uploaded to your CCSD Google Drive and submitted as a single link to the CCSD ELMS.

Documentation required for CU submissions in ELMS can be accessed online at <http://bit.ly/PGSELMSdocumentation>.



School-Level Professional Development Activities

Activity	Contact Units
School/Site Professional Development	No Maximum
Documentation required for above activities must be uploaded to your CCSD Google Drive and submitted as a single link to the CCSD ELMS. Documentation required for CU submissions in ELMS can be accessed online at http://bit.ly/PGSELMSdocumentation .	

Activity	Contact Units
Teaching a professional development course at a school/site for a minimum of 5 attendees	Maximum 50 CUs
Documentation required for above activities must be uploaded to your CCSD Google Drive and submitted as a single link to the CCSD ELMS. Documentation required for CU submissions in ELMS can be accessed online at http://bit.ly/PGSELMSdocumentation .	

Activity	Contact Units	Description and Limitations
Writing or developing a new professional development course for the educator/licensed professional's school/site designed for a minimum of 20 enrollees	- Up to 3 hours of documented creation time permitted for every hour of presentation time - Maximum 50 CUs	This activity is designed for educators/licensed professionals who write a new course or professional development opportunity at their school/site. This is for courses that are being written and developed for the first time; however, if the original course requires significant revisions, hours may be used to update a previously taught course.
Documentation required for above activities must be uploaded to your CCSD Google Drive and submitted as a single link to the CCSD ELMS. Documentation required for CU submissions in ELMS can be accessed online at http://bit.ly/PGSELMSdocumentation .		

Activity	Contact Units	Description and Limitations
Participation in a Professional Learning Community (PLC) in or among schools/sites by grade-level band, content, or course	- Maximum 30 CUs - In Title I Schools, an educator/licensed professional may be paid for participating in a PLC outside the contractual workday and also receive full CUs.	Schools/sites may choose to organize PLCs within grade-level bands or content areas. Educators/licensed professionals may also be approved to participate in PLCs for focused learning across schools/sites. For example, PLC topics/purposes might include: - Grading Practices - Advanced Placement Courses - IEP Standards and Practices - International Baccalaureate Designation - Career and Technical Education Programs - Research Developments in a Specialty Area - District Initiatives - ELL Instructional Professional Learning - Equity/Diversity - Other Instructional Focus Areas
Documentation required for above activities must be uploaded to your CCSD Google Drive and submitted as a single link to the CCSD ELMS. Documentation required for CU submissions in ELMS can be accessed online at http://bit.ly/PGSELMSdocumentation .		

Student-Based Activities: IEPs



Activity	Contact Units	Description and Limitations
Special Education Teachers and Related Services Special Education Providers: Writing IEPs and MDTs	Maximum 30 CUs	Special education teachers and Related Services Special Education Providers may receive 1 CU for writing every IEP/MDT on his/her caseload for a maximum of 30 CUs. Note: It is understood that writing every student's IEP/MDT on his/her caseload may occur during or outside the contractual workday.
Participating as a Member of the IEP/MDT Team	Maximum 30 CUs	An educator/licensed professional may receive ½ CU for each student for whom the educator/licensed professional participates in the IEP/MDT writing process and attends the IEP/MDT meeting to support the goals of the IEP/MDT for a maximum of 30 CUs. Note: It is understood that participating in the IEP/MDT writing process and attending the IEP/MDT meeting to support the goals of the IEP/MDT may occur during or outside the contractual workday. An educator/licensed professional may not accrue CUs for both writing and participating in the same IEP/MDT.

Documentation required for above activities must be uploaded to your CCSD Google Drive and submitted as a single link to the CCSD ELMS.

Documentation required for CU submissions in ELMS can be accessed online at <http://bit.ly/PGSELMSdocumentation>.



Student-Based Activities: Extracurricular Activities

Activity	Contact Units	Description and Limitations
Educators/licensed professionals who coach a sport, advise, or coordinate an extracurricular club or activity	Maximum 50 CUs	The educator/licensed professional must be on the school's approved student activity or coaching list. CUs accrue for direct contact time for coaching /advising students in the area of an extracurricular assignment. Sports and activities which occur throughout the year that include more than 1 season may count toward CUs. For example, a football coach who is compensated during the fall football season may earn ½ CUs. If he/she also conducts summer weight training with the football players for no compensation, he/she may accrue full CUs.

Documentation required for above activities must be uploaded to your CCSD Google Drive and submitted as a single link to the CCSD ELMS.

Documentation required for CU submissions in ELMS can be accessed online at <http://bit.ly/PGSELMSdocumentation>.

For an educator/licensed professional who coaches a sport or advises an activity or extracurricular club at a school other than his/her home school, the documentation log must be signed by the administrative supervisor at the school sponsoring the sport, activity, or extracurricular club. The CU maximums and options are tied to the educator/licensed professional's home school.



School & Community Activities

Activity	Contact Units	Description and Limitations
Parent or Community Engagement Leadership: Designing, leading, and conducting academic-centered activities designed to maintain and improve parent or community engagement with the parents/guardians at the educator/licensed professional's school/site	Maximum 30 CUs	These academic-focused activities are designed and developed to align with the school/site's community needs. Activities must be beyond the required 3 nights. Activities might include, but are not limited to, conducting short seminars, developing/designing family learning nights, or developing/designing college and career parent/guardian informational sessions.
Serving on a School Organizational Team at the educator/licensed professional's school/site	Maximum 40 CUs	This includes School/Site-based Committees and Sub-Committees; School/Site-based Decision-Making Teams; or other School/Site Councils aligned with AB 469. Time spent preparing for the meetings or completing assignments from the team do not count toward CUs. The educator/licensed professional submitting for this category must be listed as a member of the school's School Organizational Team (SOT).
Schoolwide Planning	Maximum 30 CUs	The program must be designed to have an impact on the school's student achievement or climate. This may include the creation and writing of schoolwide programs designed to improve student learning, climate, motivation, or writing/leading the development of schoolwide plans, such as the School Improvement Plan or the professional development and/or allocation plan as required by Title I or other regulations. *This category does not include the writing of curriculum, department chair/grade level meetings, department meetings, or leadership meetings.

Documentation required for above activities must be uploaded to your CCSD Google Drive and submitted as a single link to the CCSD ELMS.

Documentation required for CU submissions in ELMS can be accessed online at <http://bit.ly/PGSELMSdocumentation>.

Activity	Contact Units
Academic Trips with students as requested by School Administration or the District	Maximum 20 CUs The educator/licensed professional can only accrue CUs for the time in which he/she is engaged in direct contact with students, in the academic sessions on the specific academic activities. Travel, meal, and sleep time do not count toward CUs.

Documentation required for above activities must be uploaded to your CCSD Google Drive and submitted as a single link to the CCSD ELMS.

Documentation required for CU submissions in ELMS can be accessed online at <http://bit.ly/PGSELMSdocumentation>.

Activity	Contact Units	Description and Limitations
Assignment of Field Observation Students (FOS)	2 CUs for supporting each FOS - Maximum 8 CUs	FOS shall be assigned to an educator/licensed professional by his/her supervisor. FOS must spend 10 hours of time observing the master teacher.
Assignment of Practicum Students	2 CUs each week for supporting a practicum student - Maximum 20 CUs	Practicum students shall be assigned to an educator/licensed professional by his/her supervisor.
Assignment of Student Teachers	2 CUs each week for supporting a student teacher - Maximum 20 CUs	Student teachers shall be assigned to an educator/licensed professional by his/her supervisor.

Documentation required for above activities must be uploaded to your CCSD Google Drive and submitted as a single link to the CCSD ELMS.

Documentation required for CU submissions in ELMS can be accessed online at <http://bit.ly/PGSELMSdocumentation>.

Supplemental Instruction



Activity	Contact Units	Description and Limitations
School-Based Tutoring in Core-Content Areas	- Maximum 50 CUs - In Title I Schools, an educator/licensed professional may be paid for tutoring outside the contractual workday and also receive full CUs.	Educators/licensed professionals may deliver instruction one-on-one or in small groups of students. Instruction might include supporting, accelerating, or remediating students before or after school. Core-Content Areas are defined as: mathematics, English language arts, science, and social studies.

Documentation required for above activities must be uploaded to your CCSD Google Drive and submitted as a single link to the CCSD ELMS.

Documentation required for CU submissions in ELMS can be accessed online at <http://bit.ly/PGSELMsdocumentation>.

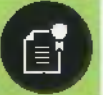
For an educator/licensed professional who tutors students at a school other than his/her home school, the approval on the documentation log must be signed by the administrative supervisor at the school sponsoring the tutoring program. The CU maximums and options are tied to the educator/licensed professional's home school.

Activity	Contact Units	Description and Limitations
Summer School	Maximum 30 CUs	Educators/licensed professionals who provide instruction in District credit-retrieval summer school may accrue CUs. Summer instructional activities paid at the employees contracted rate of pay are excluded from CU accrual.

Documentation required for above activities must be uploaded to your CCSD Google Drive and submitted as a single link to the CCSD ELMS.

Documentation required for CU submissions in ELMS can be accessed online at <http://bit.ly/PGSELMsdocumentation>.

Award Recipient



Activity	Contact Units
Recipient of a Community-Based Award provided by local agencies, companies, or other organizations. This includes awards available through the District for which an educator/licensed professional may apply.	5 CUs for winning one community award - Maximum 5 CUs
Recipient of a state professional award for the educator/licensed professional's recognition of excellence in professional practice	15 CUs for winning one state award - Maximum 15 CUs
Recipient of a national professional award for the educator/licensed professional's recognition of excellence in professional practice	25 CUs for winning each national award

Documentation required for above activities must be uploaded to your CCSD Google Drive and submitted as a single link to the CCSD ELMS.

Documentation required for CU submissions in ELMS can be accessed online at <http://bit.ly/PGSELMsdocumentation>.



Mentoring

Activity	Contact Units	Description and Limitations
Mentor Participating in a mentoring relationship as the mentor aligned with at least one of the following: 1. Mentoring an experienced educator/licensed professional in need of content area or instructional support as determined by the educator/licensed professional's supervisor 2. Mentoring a new educator/licensed professional with no teaching experience other than substitute teaching 3. Mentoring an educator/licensed professional with teaching experience who is new to the District within the past calendar year 4. Mentoring a vacancy substitute teacher teaching in the areas of mathematics, science, English, or special education. In order for mentoring to be provided for the vacancy substitute teacher, the substitute position is anticipated to last more than 60 school days	• Maximum 80 CUs • Educators/licensed professionals assigned as a mentor as part of CCSD Educator Pipeline can accrue CUs for mentoring outside of the licensed employee bargaining group. • In Title I Schools, an educator/licensed professional may be paid for mentoring outside the contractual workday and also receive full CUs.	Mentoring Activity (except observations of another educator/licensed professional) must occur outside of the contractual workday. Mentoring activities might include, but are not limited to, constructive dialogue, providing advice and feedback, observation and coaching, and assistance with writing lesson plans and IEPs. • The mentoring activities may be combined in any fashion. • The mentee must also be identified in the activity description of the submission documentation.
Mentee Participating in a mentoring relationship as the mentee aligned with at least one of the following: 1. Serving as an experienced educator/licensed professional in need of content area or instructional support as determined by the educator/licensed professional's supervisor 2. Serving as a new educator/licensed professional with no teaching experience other than substitute teaching 3. Serving as an educator/licensed professional with teaching experience who is new to the District within the past calendar year	• Maximum 30 CUs	Mentoring must occur outside of the contractual workday. This professional learning activity is for educators/licensed professionals who are being mentored. • The mentor must also be identified in the activity description of the submission documentation.
Documentation required for above activities must be uploaded to your CCSD Google Drive and submitted as a single link to the CCSD ELMS. Documentation required for CU submissions in ELMS can be accessed online at http://bit.ly/PGSELMSdocumentation .		



Grant Recipients

Activity	Contact Units	Description and Limitations
Recipient of a grant that directly impacts students, the school, or the school community	• 3 CUs for receiving each grant • Maximum 30 CUs	In order for the grant writing to be eligible for CU accrual, the grant award must be for the benefit of the students, the overall classroom climate/environment, and/or the school.
Documentation required for above activities must be uploaded to your CCSD Google Drive and submitted as a single link to the CCSD ELMS. Documentation required for CU submissions in ELMS can be accessed online at http://bit.ly/PGSELMSdocumentation .		

External Professional Development



Activity	Contact Units	Description and Limitations
In-person/live or virtual/synchronous attendance at professional development conferences provided by organizations officially recognized by the educational profession or content area at the state, local, or national levels	Maximum 80 CUs	Synchronous is defined as occurring in real-time. The conference activity is coordinated with a specific time and date. Organizations may be the National Council of Teachers of Mathematics (NCTM), the National Council of Teachers of English (NCTE), or similar state-level organizations. Attendance at conferences must occur outside of the contractual workday. Travel time is not counted. The professional development conference must be related to the educator/ licensed professional's assignment, license, or professional growth goals.
Asynchronous Conference/Webinar	Maximum 10 CUs	Asynchronous conference/webinars are defined as events not occurring in real-time. The conference activities are not coordinated with a specific time or viewed at will as a playback. Attendance at asynchronous conferences/webinars must occur outside of the contractual workday.
Documentation required for above activities must be uploaded to your CCSD Google Drive and submitted as a single link to the CCSD ELMS. Documentation required for CU submissions in ELMS can be accessed online at http://bit.ly/PGSELMScocumentation.		

Activity	Contact Units
Presentations at conferences provided by organizations officially recognized by the educator/ licensed professional's profession or content area	- Up to 3 hours of documented creation time permitted for every hour of unique presentation time - Maximum 50 CUs.
Documentation required for above activities must be uploaded to your CCSD Google Drive and submitted as a single link to the CCSD ELMS. Documentation required for CU submissions in ELMS can be accessed online at http://bit.ly/PGSELMScocumentation.	

Activity	Contact Units	Description and Limitations
Micro-Credentials	Maximum 50 CUs	Each micro-credential must be related to the educator/ licensed professional's assignment, license, or professional growth goals. Only micro-credentials approved by Digital Promise may be utilized: https://bit.ly/digitalpromisemicrocredentials.
Documentation required for above activities must be uploaded to your CCSD Google Drive and submitted as a single link to the CCSD ELMS. Documentation required for CU submissions in ELMS can be accessed online at http://bit.ly/PGSELMScocumentation.		

Activity	Contact Units	Description and Limitations
National Board for Professional Teaching Standards (NBPTS) Process and/or Certification	133 CUs for initial submission of the NBPTS Components 92 CUs for the NBPTS Certification	Initial submission of all components of the NBPTS process may earn a total of 133 CUs. After successful certification of NBPTS is received, an additional 92 CUs may be earned.
National Board Maintenance of Certification (MOC)	30 CUs	National Board Certified Teacher (NBCT) Certification Renewal Profile of Professional Growth must be successfully completed for certification.
Documentation required for above activities must be uploaded to your CCSD Google Drive and submitted as a single link to the CCSD ELMS. Documentation required for CU submissions in ELMS can be accessed online at http://bit.ly/PGSELMScocumentation.		



External Professional Development

Licensure

Activity	Contact Units	Description and Limitations
Maintain a second endorsement on the educator/licensed professional's license. The endorsement must be outside of the educator/licensed professional's primary teaching/licensed assignment and must be in the designated areas as noted in the box to the right. An educator/licensed professional must be rated "effective" or "highly effective" on his/her last evaluation.	• 10 CUs for maintaining an endorsement. • Maximum 20 CUs.	ELEMENTARY: An educator/licensed professional may receive CUs for having an endorsement(s) not required for his/her primary teaching/licensed assignment in any of the following areas as identified by NDE: bit.ly/NDEendorsements For example, a special education teacher may receive 10 CUs for maintaining an elementary education endorsement. A fifth-grade teacher may receive 20 CUs for maintaining a special education endorsement and a TESL/ELAD endorsement. SECONDARY: An educator/licensed professional may receive CUs for having an endorsement(s) not required for his/her primary teaching/licensed assignment in any of the following areas as identified by NDE: bit.ly/NDEendorsements For example, a special education teacher may receive 10 CUs for maintaining an TESL/ELAD endorsement. A math teacher may receive 20 CUs for maintaining a science and a TESL/ELAD endorsement.
Documentation required for above activities must be uploaded to your CCSD Google Drive and submitted as a single link to the CCSD ELMS. Documentation required for CU submissions in ELMS can be accessed online at http://bit.ly/PGSELMSdocumentation		

Activity	Contact Units	Description and Limitations
Professional/Specialty License Continuing Education Units (CEUs)	• No Maximum	CEUs are for licensed professionals who hold a specialty professional license, such as a social worker, psychologist, or the equivalent requirements for an educator/licensed professional licensed through the business and industry route. CEUs must be related to the educator/licensed professional's licensed assignment, license, or professional growth goals. School Counselors may accrue CUs for Continuing Education Units offered through American School Counselor Association (ASCA) University and Mental Health Academy. All educators/licensed professionals may use CEUs issued by the Nevada Department of Education to accrue CUs.
Documentation required for above activities must be uploaded to your CCSD Google Drive and submitted as a single link to the CCSD ELMS. Documentation required for CU submissions in ELMS can be accessed online at http://bit.ly/PGSELMSdocumentation		

Additional Support for Other Licensed Educational Personnel (OLEP)

OLEP Supporting Documents
Social Worker
School Psychologist
School Nurse
School Mental Health Professional
Physical Therapist
Occupational Therapist
Counselors

EXHIBIT E

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11. Upon information, Clyde Smith ultimately was conferred a Master's Degree in Education in August 2024.

12. The PGS team and Assistant Human Resources Officer Cedric Cole informed Clyde Smith of the decision and the reason for how many contact units he accrued based on the hours of coursework that he successfully completed, pursuant to the Negotiated Agreement, PGS guide, and long-standing practice.

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

Dated: May 26, 2026.



Erik Skramstad

EXHIBIT F



Request for Review of Advancement Credit – ARL Program Completion

Professional Growth System <pgs@nv.ccsd.net>
To: "Clyde Smith [Centennial HS]" <smithc10@nv.ccsd.net>
Cc: Jennifer McMillin <jmcmillin@ccea-nv.org>

Fri, Mar 6, 2026 at 6:02 AM

Licensure requirements are separate from and not related to salary advancement requirements.

The note regarding your hire date was to let you know that any credits prior to your hire date are not accepted as you had requested 296 CUs. Contact Units may only be accrued while a contracted employee with the District and not before. As CU accrual is part of the process for salary advancement set forth by the collective bargaining agreement, it can only be undertaken when one is working under that CBA.

Consistent review standards are maintained by the PGS Department. If you believe that an individual was wrongfully awarded CUs, please provide us with that individual's information so that an audit may be conducted to make sure that any potential errors are addressed.

Thank you,
The Professional Growth System Review Team

PGS Resources:

[PGS Website](#)

[PGS Reference Guide](#)

[Documentation Required for CU Submissions in ELMS](#)

[ELMS Submission Examples](#)

PGS Information Sessions are listed in the ELMS (Learning Activity keyword 'PGS Information').

Deadlines, directions, documents, and tutorial videos for submitting Contact Unit and Professional Growth Plan documentation for licensed employees can be found on the PGS website:

<https://www.ccsd.net/resources/ccsd-professional-growth-system-pgs>



The Professional Growth System Review Team
Human Resources Unit
Phone: 702-799-4747
Email: pgs@nv.ccsd.net

We value your opinion! Please take a few moments to share your experience from today's interaction with us by completing the following [survey](#).

On Fri, Mar 6, 2026 at 12:23 AM Clyde Smith [Centennial HS] <smithc10@nv.ccsd.net> wrote:

Dear Professional Growth System Team,

I am writing to formally request a review of the determination regarding my salary advancement following completion of the Alternative Route to Licensure (ARL) program.

I completed the ARL pathway through the University of Nevada, Las Vegas from **Summer 2023 through Spring 2024**, totaling **25 semester hours (200 CUs)** of graduate-level coursework. The coursework included:

CIG 690
CME 705
EPY 709
ESP 701
ESP 730
CIG 697
CIS 563
CIT 602
TESL 752

According to the approver comment in the Professional Growth System, these courses were not credited because coursework completed prior to my hire date of **July 29, 2020 may not accrue credit units**. However, this interpretation does not accurately reflect the structure and requirements of the ARL program.

The **Alternative Route to Licensure (ARL)** pathway in Nevada is specifically designed for individuals who already hold a bachelor's degree but did not complete a traditional teacher preparation program. Participants are issued a **conditional teaching license and must complete required graduate coursework while working toward a Standard Nevada teaching license**.

Because these courses were **mandatory components of the ARL licensure program**, they were not optional coursework taken prior to licensure. Rather, they were required in order to transition from conditional licensure to a **Standard Nevada teaching license**. Without completing these courses, I would not have been able to obtain my standard teaching license or continue meeting Nevada educator licensure requirements.

Additionally, **all of my white colleagues who were in the same ARL program cohort with me submitted the same credit hours and coursework for advancement and received their salary advancement**. They completed the same program and submitted the same required coursework, yet my advancement request was denied.

This raises a serious concern regarding **consistent application of the policy**, as identical coursework from the same ARL program appears to have been approved for others but denied in my case.

Furthermore, the CCSD salary schedule provides **column advancement based on educational attainment**, including movement to higher columns such as **Master's and Master's plus additional credits** when educators earn graduate-level semester hours through accredited programs. These ARL courses resulted in **graduate semester credits that were submitted through the Professional Growth System for column advancement**, which aligns with the district's salary column advancement structure.

For transparency and representation, I **have included my union representative on this email** so they are aware of this matter as it is reviewed.

Given these circumstances, I respectfully request:

1. A formal reevaluation of my ARL coursework for Professional Growth credit and column advancement.
2. Written clarification of the policy used to exclude these credits.
3. Confirmation that the same standards are being applied consistently across ARL participants who completed the same program.

If necessary, I am prepared to pursue formal review through the contractual grievance process to ensure that the Professional Growth System policies and the negotiated agreement are being applied consistently and fairly.

I am happy to provide transcripts, program documentation, or any additional information needed to support this review.

Thank you for your time and consideration. I look forward to your response.

Sincerely,

Clyde Smith, MBA, MEd

General and AP Chemistry Educator

Centennial High School

10200 W Centennial Pkwy,

Las Vegas, NV 89149

Contact: (702) 799-3440 ext 3907

smithc10@nv.ccsd.net



It doesn't matter how beautiful your theory is, it doesn't matter how smart you are. If it doesn't agree with experiment, it's wrong. Professor Richard Feynman

✓ Email tracked with Mailsuite · Opt out

Clyde Smith (Complainant)

**Opposition to Respondents' Motions
to Dismiss**

CLYDE SMITH
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FILED
July 9, 2026
State of Nevada
E.M.R.B.
6:00 p.m.

STATE OF NEVADA
GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

CLYDE SMITH,

Complainant,

CASE NO.: 2026-007

v.

CLARK COUNTY SCHOOL DISTRICT
(CCSD) and CLARK COUNTY
EDUCATION ASSOCIATION (CCEA),

Respondents.

**COMPLAINANT CLYDE SMITH'S OPPOSITION TO RESPONDENTS' MOTIONS TO
DISMISS**

I. INTRODUCTION

Complainant Clyde Smith respectfully submits this Opposition to the Motions to Dismiss filed by Respondents Clark County School District ("CCSD") and Clark County Education Association ("CCEA").

This case is not an arithmetic dispute over Contact Unit ("CU") accumulation. The dispute is whether Respondents may lawfully refuse to recognize Complainant's conferred Master of Education degree and deny corresponding salary-schedule recognition, placement, and advancement under Article 26 of the Negotiated Agreement and the Professional Salary Table ("PST") by imposing an extra-contractual eligibility restriction that appears nowhere in the negotiated language. Respondents variously describe this restriction as a "hire-date," "start-

date,” or “contracted-employee” limitation, yet neither Respondent has identified any provision of Article 26 expressly adopting it.

The record before the Board establishes, at minimum, a prima facie claim sufficient to survive dismissal:

- Article 26 and the Professional Salary Table expressly recognize degree-based salary classifications (BA, BA+16, BA+32, MA, MA+16, MA+32, MA+48, PhD), and Article 26-8-3-7 provides that qualifying PK-20-related advanced degrees “will be recognized for advancement on the salary schedule.” (Ex. 2.)
- On March 9, 2026, the Professional Growth System (“PGS”) expressly acknowledged in writing that “the contract does not specifically exclude coursework taken prior to employment,” while simultaneously enforcing a timing-based restriction it characterized as an interpretation. (Ex. 6.)
- CCEA's own Motion to Dismiss concedes that the asserted restriction exists “despite no explicit language in the Negotiated Agreement.” (CCEA Mot. to Dismiss.)
- Comparator evidence shows that Kyndal Phillips completed the same UNLV Alternative Route to Licensure (“ARL”) pathway and substantially identical coursework, yet received approval of 296.0 Contact Units and salary advancement through the same CCSD/PGS framework, and that Shawauna Johnson received Contact Unit recognition for educational activities completed before licensure. (Exs. 11, 12.)

At this stage, Complainant is not required to prove the ultimate merits of his claims. He need only allege facts which, if proven, would entitle him to relief. Because the motions depend upon disputed facts, competing contractual interpretations, and unresolved questions concerning the existence, scope, enforceability, and consistent application of the asserted timing restriction,

dismissal would be improper. The Motions should be denied in their entirety, all requests for attorney fees should be rejected, and this matter should proceed to discovery and an evidentiary hearing.

II. FACTUAL BACKGROUND

A. The Claim Concerns Contractual Recognition of a Conferred Master's Degree.

Complainant's claim is fundamentally a contractual compensation dispute concerning recognition of a conferred Master of Education degree and the resulting entitlement to salary-schedule placement and advancement under Article 26 and the PST. Complainant's official UNLV transcript reflects a Master of Education in Curriculum and Instruction, sub-plan Secondary Science Education, conferred on August 16, 2024, together with the underlying graduate coursework. (Exs. 5, 8.) Complainant's ARL completion certificate separately reflects completion of UNLV's Alternative Route to Licensure requirements in Secondary Education – Biological Science. (Ex. 8.) CCSD's own records recognized 200.0 CUs for “College coursework in Education.” (Ex. 8.) As alleged in the Complaint, Respondents relied upon extra-contractual criteria, applied educational-credit recognition standards inconsistently, and deprived Complainant of compensation, salary placement, and advancement associated with recognition of a conferred degree. (Compl.)

B. CCSD Denied the Degree-Based Claim by Applying an Unrelated CU-Accrual Timing Restriction.

CCSD did not directly address Complainant's request for recognition of a conferred Master of Education degree and corresponding placement or movement on the MA salary schedule. Instead, it reframed the dispute as whether coursework completed before a particular hire date could be counted for CU accrual within the PGS. The denial states: “University of Nevada, Las

Vegas, Summer 2023 to Spring 2024. 25 semester hours = 200 CUs,” and “Coursework prior to hire date of 7/29/20 may not accrue CUs.” (Ex. 8.)

Neither statement addresses the question actually presented. The denial is also internally inconsistent: it recognizes university coursework completed between Summer 2023 and Spring 2024 while invoking a hire-date restriction tied to July 29, 2020. The determination conflates degree recognition with CU accrual, relies upon a timing-based exclusion not expressly contained in Article 26, and leaves the central contractual question unanswered. The HR response likewise categorized individual courses for PGS accrual without analyzing the MA classification, degree conferral, Article 26-8-3-7, or the Professional Salary Table. (Ex. 9.)

C. PGS Admitted the Agreement Contains No Express Exclusion for Pre-Employment Coursework.

In a March 9, 2026 communication copied to CCEA representatives, PGS acknowledged:

“Articles 26-2 through 26-5 of the negotiated agreement provide the process for advancing on the salary table.”

“While the contract does not specifically exclude coursework taken prior to employment, it outlines the process for employees to advance on the table per the PGS Reference Guide.”

“Any credits prior to your hire date are not accepted as you had requested 296 CUs. Contact Units may only be accrued while a contracted employee with the District and not before.” (Ex. 6.)

The administrative body charged with implementing the PGS thus conceded that no such exclusion appears in the negotiated language itself, and that Respondents' position rests upon an

administrative interpretation rather than an express provision of the Collective Bargaining Agreement (“CBA”).

D. PGS Communications Show the Restriction Was Implemented Administratively.

PGS personnel further stated: “The PGS department will reject any time before they started with CCSD”; “We changed the certificates to state that they could not include the time before being contracted”; “This was a clarification we made in the email during this round of certificates”; and “All ARL ToT completers will be treated the same.” (Ex. 7.) These statements reference changes to certificate wording and departmental processing practices. They identify no amendment, memorandum of agreement, side letter, or ratified modification to the CBA establishing the restriction as a negotiated term. Separately, Question 51 of the PGS Frequently Asked Questions expressly stated that an educator in the Alternative Route to Licensure Program “can accrue CUs,” contradicting any categorical exclusion of ARL-related educational activity. (Ex. 7-A.)

E. Comparator Evidence Shows the Asserted Restriction Was Not Applied Uniformly.

Kyndal Phillips completed the same UNLV ARL pathway as Complainant, including a substantially identical course sequence (TESL 752, CIS 684, ESP 730, CIT 602, EPY 709, ESP 701, CIS 563, CIS 602, CIS 603, and CIS 604). Her records reflect approval and accrual of 296.0 Contact Units for “Semester Credit in Education – Approved Univ,” with an ELMS activity history spanning August 3, 2020 through December 20, 2022, and salary advancement through the same CCSD compensation framework. (Ex. 11.)

Shawanna Johnson's records reflect approval of 312.0 Contact Units for college coursework in education, with additional carryover credits totaling 332.0 CUs recognized for advancement. Nevada licensure records reflect a Provisional Special Education license issued June 23, 2023

and an Interim (IRC) license issued July 28, 2023, while payroll and employment records reflect service in a special education position, and Contact Unit recognition for educational activities, years before those licensure dates. (Ex. 12.)

Respondents thus treated materially similar educational pathways as compensation-relevant for other educators while denying Complainant recognition of comparable coursework under the very timing restriction they declined to apply to others. The comparator evidence is not offered to establish entitlement to identical outcomes; it demonstrates that the asserted restriction was not administered uniformly.

III. LEGAL STANDARD

A motion to dismiss is not a vehicle to resolve material factual disputes, weigh evidence, determine the scope of an alleged past practice, or adopt one disputed interpretation of a negotiated agreement over another. At the pleading stage, the Board determines whether the Complaint alleges facts which, if proven, would entitle Complainant to relief. Dismissal for lack of probable cause under NAC 288.375 is inappropriate where the record reflects plausible allegations and competing readings of the governing agreement. Notably, CCSD's motion relies upon a declaration and factual assertions outside the Complaint concerning Complainant's employment history and coursework, which itself underscores that Respondents' defenses depend on contested facts rather than the face of the pleading.

IV. ARGUMENT

A. The Motions Turn on Material Factual Disputes and Contested Contract Interpretation.

Respondents keep answering the CU question, but Complainant is asking the Master's-degree salary-schedule question. Respondents' defenses depend on unresolved questions, including:

1. whether the asserted timing restriction appears anywhere in the express language of Article 26;
2. whether any PGS-related administrative guidance or interpretation actually contains the restriction Respondents seek to enforce;
3. whether Respondents may apply a CU-accrual timing restriction to deny conferred-degree MA salary-schedule recognition;
4. whether the denial relied on a factual mistake by applying a pre-hire rationale to post-hire coursework;
5. whether Article 26-8 applies to Complainant at all and, if invoked, whether it must be read as a whole; and
6. whether the asserted restriction has been applied consistently across similarly situated employees.

These issues cannot properly be resolved on the pleadings.

B. The Asserted Timing Restriction Appears Nowhere in Article 26, and Respondents' Own Statements Confirm It Is Extra-Contractual.

Article 26 contains specific provisions governing professional compensation, CU-based column movement, the use of university credits within a Professional Growth Plan, placement concepts, and advanced-degree recognition. (Ex. 2.) It contains no clause stating that an otherwise qualifying conferred Master of Education degree becomes ineligible for MA salary-schedule recognition because related coursework began before a hire date, start date, contracting date, or licensure date. Respondents may not add a substantive compensation eligibility requirement by administrative practice, certificate wording, or unwritten interpretation when the CBA does not contain it.

Respondents' own statements confirm the restriction's extra-contractual character. PGS admitted in writing that "the contract does not specifically exclude coursework taken prior to employment." (Ex. 6.) PGS personnel acknowledged that certificate language was "changed" and later "clarified" to reflect the restriction (Ex. 7) — statements difficult to reconcile with the position that the restriction has always existed as a settled contractual requirement. If the restriction were expressly contained within Article 26, no modification of certificate language would have been necessary.

Most significantly, CCEA's Motion concedes the point:

"Despite no explicit language in the Negotiated Agreement, CCEA and CCSD have agreed since the negotiation of the PGS that employees cannot earn CUs before their start date with the District as a licensed employee..." (CCEA Mot. to Dismiss.)

By acknowledging that the restriction exists "despite no explicit language in the Negotiated Agreement," CCEA concedes it is not an express term of the CBA and instead rests upon an alleged understanding, interpretation, or practice external to the negotiated text. Respondents therefore ask the Board to enforce an alleged practice outside the four corners of the Agreement, which raises unresolved questions including: whether the alleged practice actually exists; when it originated; whether it was mutually adopted through collective bargaining or incorporated into any binding instrument; whether it governs only CU accrual or also degree-based salary-schedule advancement; whether it has been administered consistently; and whether an unwritten practice may lawfully restrict compensation rights established through collective bargaining. Resolution of these questions requires factual development, examination of bargaining history, and evaluation of past-practice and comparator evidence — none of which is appropriate on a motion to dismiss.

C. Respondents Cannot Use the PGS Reference Guide or Any Administrative Interpretation to Create Compensation Restrictions Not Contained in Article 26.

Because the Board instructed Complainant to omit the PGS Reference Guide from the exhibit packet, Complainant does not rely on the Guide as independent evidentiary support. The controlling record for this motion is Article 26 and the Professional Salary Tables (Ex. 2), PGS's March 9, 2026 admission that the contract does not specifically exclude pre-employment coursework (Ex. 6), PGS/CCEA communications concerning later certificate and timing restrictions (Ex. 7), and PGS FAQ Question 51 confirming ARL educators can accrue CUs (Ex. 7-A).

Even assuming Respondents rely on the PGS Reference Guide or an alleged administrative interpretation, that reliance does not resolve the dispositive issue. An administrative guide or unwritten interpretation cannot supersede, narrow, or enlarge compensation rights established by the negotiated agreement absent clear contractual language authorizing that restriction. If Respondents contend that a hire-date limitation governs eligibility for salary advancement or degree recognition, the burden rests with them to identify the precise negotiated language establishing that limitation. Moreover, even if Respondents' interpretation of CU accrual were accepted *arguendo*, it would not resolve the separate question whether a qualifying, conferred Master of Education degree must be recognized for salary-schedule placement and advancement. CU administration and degree-based salary classification are related concepts, but they are not interchangeable.

D. Article 26 and the Professional Salary Table Expressly Recognize Degree-Based Salary Classification Independent of CU-Based Advancement.

Complainant does not dispute that Article 26-2-1(a) provides for column movement every three years upon completion of 225 Contact Units. (Ex. 2.) But the negotiated compensation

framework is more nuanced than Respondents suggest. The Professional Salary Table expressly distinguishes educational classifications — BA, BA+16, BA+32, MA, MA+16, MA+32, MA+48, and PhD — reflecting negotiated compensation distinctions based upon educational attainment. (Ex. 2.) That MA classification is the salary-schedule recognition Complainant seeks. Article 26-8-3-5 recognizes coursework leading to a PK-20-related degree and provides that such coursework “may be used for placement on the salary schedule.” Article 26-8-3-7 provides that qualifying PK-20-related advanced degrees “will be recognized for advancement on the salary schedule.” The language is mandatory: it does not say such degrees “may” be recognized. Article 26-8-3-1(f) expressly recognizes certain ARL-related credits. And Article 26-8-3-6 demonstrates that the parties knew how to exclude coursework when they intended to: it specifically excludes non-credit-bearing coursework, certain in-service courses, frivolous coursework, and coursework unrelated to the District curriculum — but contains no exclusion for coursework completed before employment, licensure, a hire date, or contracted-employee status. (Ex. 2.) Under ordinary principles of contract construction, the inclusion of specific exclusions supports the inference that unlisted exclusions were not negotiated.

Respondents' interpretation collapses degree-based classification into CU-based column movement, rendering Article 26-8-3-5, Article 26-8-3-7, and the PST's separate Master's Degree classifications largely superfluous. Contractual provisions must be construed harmoniously so that every provision is given meaning and effect. CCSD's own Answer reinforces the point by admitting that teacher compensation, salary placement, and salary advancement are governed by the Negotiated Agreement. (CCSD Answer.) Respondents cannot concede that compensation is controlled by the Agreement while asking the Board to dismiss a dispute centered on the interpretation and administration of Article 26. At minimum, the contract reasonably supports

Complainant's interpretation, creating a genuine dispute inappropriate for resolution at the pleading stage.

E. Respondents Cannot Selectively Invoke Article 26-8 While Disregarding Its Provisions Favorable to Complainant.

Article 26-8 expressly governs placement of “an experienced licensed employee new to the School District” — educators entering CCSD from outside the District with prior licensed experience. Complainant does not fit within that classification, and Respondents have not explained why Article 26-8 should control his circumstances at all. (Ex. 2.) Yet Respondents invoked Article 26-8 to deny Complainant's claim while simultaneously declining to apply the provisions of that same section that benefit him — most notably Article 26-8-3-6, whose enumerated exclusions contain no hire-date, pre-employment, or contracted-employee restriction, and Article 26-8-3-7, which mandates that qualifying advanced degrees “will be recognized for advancement on the salary schedule.” Respondents cannot have it both ways. If Article 26-8 applies to Complainant, it applies in its entirety, including the provisions favorable to him; a party may not selectively enforce isolated portions of a contractual section while disregarding the remainder — using the Article as both sword and shield. Complainant's citation to Article 26-8 identified its degree-recognition language; it was not a concession that the experienced-new-hire framework bars his claim. A construction that nullifies the mandatory advancement language of Article 26-8-3-7 is disfavored where a reasonable interpretation exists that gives effect to all provisions. The competing interpretations create a genuine dispute concerning the meaning, scope, and application of Article 26-8 that cannot be resolved on a motion to dismiss.

F. The Comparator Evidence Independently Creates Material Factual Disputes.

As set forth in Part II.E, Respondents' own records show that Kyndal Phillips received approval of 296.0 Contact Units and salary advancement for the same UNLV ARL pathway and substantially identical coursework relied upon by Complainant, and that Shawanna Johnson received recognition for educational activities completed before licensure. (Exs. 11, 12.) This evidence raises substantial questions concerning whether the asserted start-date or contracted-employee restriction was administered uniformly; whether similarly situated educators received recognition for materially similar degree-related coursework; whether Respondents' current interpretation is consistent with prior administrative practice; and whether the asserted restriction reflects a genuine contractual requirement or a selectively applied administrative interpretation. These are classic questions of fact involving contract administration, past practice, and disparate treatment, requiring discovery, evidentiary development, and credibility determinations.

G. CCEA's Motion Should Be Denied Because the Complaint Plausibly States a Duty-of-Fair-Representation Claim.

A union breaches its duty of fair representation when its conduct is arbitrary, discriminatory, or undertaken in bad faith. While a union has discretion in evaluating claims, that discretion is not unlimited: a union may not ignore material evidence, refuse to meaningfully investigate a contractual claim, or simply defer to an employer's position without reasonable consideration of the underlying facts and contract language.

Complainant alleges that he presented CCEA with a contractual dispute concerning degree recognition and salary-schedule advancement under Article 26; that the record included PGS's written admission that the contract does not specifically exclude pre-employment coursework (Ex. 6); that comparator evidence reflected recognition of substantially identical ARL coursework (Exs. 11, 12); and that Article 26 contains no express timing restriction (Ex. 2).

Despite those facts, CCEA accepted or deferred to the District's characterization of the dispute as a CU-accrual issue without addressing the separate question of degree-based salary-schedule recognition. (Exs. 13, 14.)

The Jennifer McMillin correspondence reflects that Complainant expressly asked CCEA to identify the specific contractual provision supporting the asserted post-hire restriction and to clarify available grievance, appeal, or contractual review procedures. The correspondence does not reflect that CCEA identified any such provision, explained the applicable review process, or advised Complainant regarding grievance or arbitration procedures. When Complainant pointed to PGS's written admission, CCEA did not identify contrary contractual language and instead responded that it did not believe PGS intended the statement as asserted. CCEA maintained that "the word is final on the PGS." (Exs. 7, 14.) CCEA leadership communications likewise failed to substantively address the contractual issues, instead referencing Complainant's prior disciplinary matters, representation history, and membership status, and advising that he could discontinue membership if dissatisfied. (Ex. 13.)

This is not a mere disagreement over strategy or outcome. Viewed in the light most favorable to Complainant, the allegations support a reasonable inference that CCEA adopted or deferred to an asserted restriction that does not appear in the express language of Article 26, failed to meaningfully address contractual provisions favorable to Complainant, and repeatedly reframed a degree-recognition dispute as a CU-accrual issue. Whether these facts ultimately establish a breach is a question for a developed evidentiary record; at the pleading stage, they plausibly state a claim, and the adequacy of CCEA's investigation and analysis presents inherently fact-intensive questions.

H. Respondents' Requests for Attorney Fees Should Be Denied.

This action is neither frivolous, groundless, unreasonable, nor brought in bad faith. The Complaint is supported by express provisions of Article 26 and the PST (Ex. 2); PGS's written admissions (Exs. 6, 7); an internally inconsistent denial (Ex. 8); comparator evidence (Exs. 11, 12); CCSD's admissions in its Answer; and CCEA's acknowledgment that the asserted restriction rests on no explicit contractual language. Respondents' own motions confirm the existence of substantial disputes concerning the meaning of Article 26, the relationship between the PST and the PGS, the effect of a conferred Master's Degree, and the validity of the asserted restriction. Such disagreements are the hallmark of a bona fide contractual dispute, not a frivolous proceeding. All requests for attorney fees, costs, or sanctions should be denied.

V. CONCLUSION AND REQUESTED RELIEF

For the foregoing reasons, Complainant respectfully requests that the Board enter an Order:

1. Denying CCSD's Motion to Dismiss in its entirety;
2. Denying CCEA's Motion to Dismiss in its entirety;
3. Denying all requests for attorney fees, costs, sanctions, or similar relief;
4. Allowing this matter to proceed through discovery and to an evidentiary hearing on the merits, including factual development concerning the interpretation and administration of Article 26 and Article 26-8; the relationship between Article 26, the Professional Salary Table, and any PGS-related administrative guidance or interpretation; the March 6 and March 9, 2026 communications and admissions; the comparator evidence; the existence, origin, scope, and enforceability of any alleged past practice or administrative interpretation; and CCEA's investigation, evaluation, and handling of Complainant's claim; and

5. Granting such other and further relief as the Board deems just, equitable, and proper.

DATED this 9th day of July, 2026.

Respectfully submitted,

/s/ Clyde Smith

Clyde Smith

Complainant, Pro Se

4040 Lady Fern Avenue

North Las Vegas, Nevada 89084

(702) 344-6575

clydesmith1974@gmail.com

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Opposition to Respondents' Motions to Dismiss was served via electronic mail upon counsel of record for all parties on July 9, 2026, addressed as follows:

OFFICE OF THE GENERAL COUNSEL

CLARK COUNTY SCHOOL DISTRICT

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DATED this 9th day of July, 2026.

/s/ Clyde Smith

Clyde Smith, Complainant, Pro Se

EXHIBIT INDEX

Clyde Smith v. CCSD; CCEA - EMRB Case No. 2026-007 - Complainant's Exhibits to Opposition

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EXHIBIT 2

Salary Tables

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 use for District SB 231 Reporting Purposes)

Years	Education	BA-I	BA-II	BA-III	MA	MA+16	MA+32	MA+48	PhD	IX	X	XI
1	PST											
2	A	\$58,420	\$65,043	\$71,666	\$78,290	\$84,914	\$91,536	\$98,161	\$104,784	\$111,407	\$118,031	\$124,654
3	B	\$60,076	\$66,699	\$73,322	\$79,944	\$86,569	\$93,192	\$99,816	\$106,439	\$113,063	\$119,686	\$126,310
4	C	\$61,730	\$68,355	\$74,977	\$81,602	\$88,226	\$94,849	\$101,472	\$108,095	\$114,719	\$121,342	\$127,966
5	D	\$63,387	\$70,011	\$76,635	\$83,257	\$89,881	\$96,505	\$103,128	\$109,751	\$116,374	\$122,998	\$129,621
6	E	\$65,043	\$71,666	\$78,290	\$84,914	\$91,536	\$98,161	\$104,784	\$111,407	\$118,031	\$124,654	\$131,277
7	F	\$66,699	\$73,322	\$79,944	\$86,569	\$93,192	\$99,816	\$106,439	\$113,063	\$119,686	\$126,310	\$132,933
8	G	\$68,355	\$74,977	\$81,602	\$88,226	\$94,849	\$101,472	\$108,095	\$114,719	\$121,342	\$127,966	\$134,589
9	H	\$70,011	\$76,635	\$83,257	\$89,881	\$96,505	\$103,128	\$109,751	\$116,374	\$122,998	\$129,621	\$136,245
10	I	\$71,666	\$78,290	\$84,914	\$91,536	\$98,161	\$104,784	\$111,407	\$118,031	\$124,654	\$131,277	\$137,901
11	J	\$73,322	\$79,944	\$86,569	\$93,192	\$99,816	\$106,439	\$113,063	\$119,686	\$126,310	\$132,933	\$139,557

8% COLA September/October 2024

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 the PQS 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's degree from an accredited institution and a field pertinent to subject taught
 - BA + 16- Bachelor's degree plus 16 college credits from an accredited institution and a field pertinent to subject taught
 - BA + 32- Bachelor's 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

Fiscal Year 2025-2026 Effective 07/01/2025

PERS increase of 3.25% (Employee Burden of 1.625%)

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

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

Education		BA & B&I	BA+16	BA+32	MA	MA+16	MA+32	MA+48	PhD					
Years	PST	I	II	III	IV	V	VI	VII	VIII	IX	X	XI		
1	A	\$57,471	\$63,986	\$70,501	\$77,018	\$83,534	\$90,049	\$96,566	\$103,081	\$109,597	\$116,113	\$122,628		
2	B	\$59,100	\$65,615	\$72,131	\$78,645	\$85,162	\$91,678	\$98,194	\$104,709	\$111,226	\$117,741	\$124,257		
3	C	\$60,727	\$67,244	\$73,759	\$80,276	\$86,792	\$93,308	\$99,823	\$106,338	\$112,855	\$119,370	\$125,887		
4	D	\$62,357	\$68,873	\$75,390	\$81,904	\$88,420	\$94,937	\$101,452	\$107,968	\$114,483	\$120,999	\$127,515		
5	E	\$63,986	\$70,501	\$77,018	\$83,534	\$90,049	\$96,566	\$103,081	\$109,597	\$116,113	\$122,628	\$129,144		
6	F	\$65,615	\$72,131	\$78,645	\$85,162	\$91,678	\$98,194	\$104,709	\$111,226	\$117,741	\$124,257	\$130,773		
7	G	\$67,245	\$73,759	\$80,276	\$86,792	\$93,308	\$99,823	\$106,338	\$112,855	\$119,370	\$125,887	\$132,402		
8	H	\$68,873	\$75,390	\$81,904	\$88,420	\$94,937	\$101,452	\$107,968	\$114,483	\$120,999	\$127,515	\$134,031		
9	I	\$70,501	\$77,018	\$83,534	\$90,049	\$96,566	\$103,081	\$109,597	\$116,113	\$122,628	\$129,144	\$135,660		
10	J	\$72,131	\$78,645	\$85,162	\$91,678	\$98,194	\$104,709	\$111,226	\$117,741	\$124,257	\$130,773	\$137,289		

EXHIBIT 3

Professional Growth System (PGS) Reference Guide

~~Omitted per Board instructions~~

The purpose of this guide is to provide tools and resources to accumulate Contact Units (CUs) to move across columns on the Professional Salary Table (PST). This guide provides parameters for professional development activities including established CU values and documentation for professional development activities as framed in Article 26 of the CCEA Negotiated Agreement.

Contact Units

- Each CU translates into 180 minutes (3 hours) of clock time unless specified by this document.
- If an educator/licensed professional is paid the supplemental instruction rate or a stipend for the professional development activity, he/she will accrue CUs at the rate of one CU for 360 minutes (6 hours) of clock time unless specified by this document.
- Unless specified by this document, only time outside of the regular contractual workday may accrue CUs.
 - If an educator/licensed professional is paid his/her contractual rate on an hourly basis or for an extended contractual workday or year, the time is excluded from counting toward CUs.
 - Site-Based Collaboration Time is excluded from counting toward CUs.
- Professional development activities must be related to the educator/licensed professional's assignment or license. See the Negotiated Agreement.
- Column movement will occur after the successful accrual of 225 CUs.
- Courses available as District Professional Development may be registered for in the CCSD ELMS and will show CU accrual through the "Advancement Status" button within CCSD ELMS at the conclusion of each course.
- Educators/licensed professionals who participate in self-reported activities for CU accrual will enter the details for each activity through the "Add Advancement Activity" button within the CCSD ELMS.
- The required documentation for each activity, as set forth in this guide will be uploaded to the educator/licensed professional's Google Drive as a single file and then shared as a link so that "Anyone in the Clark County School District with the link can view" through the "Add Advancement Activity" button in ELMS.
- As submitted CUs are approved, they will be calculated into the total available through the "Advancement Status" button on an educator/licensed professional's CCSD ELMS dashboard.
- Audits of CU activities submitted by educators/licensed professionals may be conducted by the Professional Growth System Department at any time.
- The submit on deadline for ALL activities completed during the advancement cycle is October 1 of the year the employee is advancing. Submissions of activities completed during a previous advancement window will not be accepted.
- Maximum CUs refers to the limit of CUs that can be earned in that activity for each column movement.

Additional information, including forms and tutorial videos, may be accessed online at <http://bit.ly/ccsdPGS>

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Non-Title I Schools & Centrally Assigned Educators/Licensed Professionals

- Educators/licensed professionals who serve at a Non-Title I School are eligible for the three-year track.
- Educators/licensed professionals who are centrally assigned are eligible only for the three-year track unless all assignments are in Title I Schools.
- Each school's Title I designation is annually determined by the Nevada Department of Education and can be found on the PGS website: <http://bit.ly/ccsdPGS>.

Title I Schools & Self-Contained Special Education Teachers

- Educators/licensed professionals who serve exclusively at a Title I School and Special Education Teachers in a Self-Contained classroom are eligible for the two-year track.
- Specific information is provided for additional options for educators/licensed professionals in these schools or positions.
- Each school's Title I designation is annually determined by the Nevada Department of Education and can be found on the PGS website: <http://bit.ly/ccsdPGS>.



College Coursework

Activity	Contact Units	Description and Limitations
College Credit in Education at an Approved University Or College Credit Not in Education at an Approved University	6 CUs per 1 semester credit 5 CUs per 1 quarter credit	Course(s) must be in the education department and at least a 300-course level or above or a 200-course level approved by the supervisor. Course(s) must be related to the educator/licensed professional's assignment or license or may be taken to obtain an endorsement and/or lead to another position in the District. There are two distinctions to CU accrual for college coursework: Approved and Non-Approved. This activity is specific to Approved University coursework. To be categorized as an Approved University, course(s) must be taken: - at an institution of higher education that is approved by the Nevada Department of Education to be a teacher preparation program providers or offer early childhood and other introductory education coursework (available at http://bit.ly/mcdokelsb) Or - at an institution of higher education designated by the Carnegie Classification of Institutions of Higher Education as a Doctoral University (available at http://bit.ly/carnegiecls) It is the sole responsibility of the educator/licensed professional to ensure that the institution from which he/she takes college courses is on one of the approved lists as linked above.
College Credit in Education at a Non-Approved University or College Credit Not in Education at a Non-Approved University	5 CUs per 1 semester credit 3 CUs per 1 quarter credit	Course(s) must be in the education department and at least a 300-course level or above or a 200-course level approved by the supervisor. Course(s) must be related to the educator/licensed professional's assignment or license or may be taken to obtain an endorsement and/or lead to another position in the District. There are two distinctions to CU accrual for college coursework: Approved and Non-Approved. This activity is specific to Non-Approved University coursework.
College credit with content substantively related to multiculturalism at or above the 100-course level	See above for CU accrual at approved and non-approved universities	Courses which focus on the history and culture of diverse populations. Courses may include the 100-course level or above to become proficient in a language other than English with supervisor approval. - If taken at the 100-course level, maximum 30 CUs - No maximum if taken at or above the 200-course level

These professional learning activities require an official transcript with a "B-" (2.7) or higher.

Contact Units for this activity will be submitted through CCSD ELMS, however, the required original transcript may not be submitted through the CCSD ELMS and must be delivered to the PGS office. Information on delivering transcripts may be accessed at <http://bit.ly/ccsdPGS>.

If the course is a 200-course level (or 100-level for courses in multiculturalism), approval documentation ([Contact Unit Approval Form- Lower-Level College Coursework](#)) from the educator/licensed professional's supervisor is required and must be uploaded to your CCSD Google Drive and submitted as a single link to the CCSD ELMS.

Courses cannot be taken pass/fail unless the courses are taken from an institution designated by the Nevada Department of Education as an approved teacher education program provider, as described above, or which are a requirement of a graduate degree program in which one is enrolled.

District-Level Professional Development Activities



Activity	Contact Units
District Professional Development	No Maximum

Submission is not required as these courses will be recorded in the District PD report in ELMS and Contact Units will be automatically calculated.

Activity	Contact Units
Vegas PBS Professional Development -Credit Courses	- No Maximum - These NVDOE approved courses are only offered through Vegas PBS. NVDOE approval codes provided by Vegas PBS upon completion of required hours and assignments within the Vegas PBS portal: https://bit.ly/VegasPBS_Portal.
RPDP Professional Development Workshops or Courses	- No Maximum - Note: RPDP courses which are taken for university credits are subject to the requirements for credits from colleges and universities (see page 2).
CCEA/The Nevada Collaboratory Professional Development	- No Maximum - This includes coursework, modules, and micro-credentials through CCEA

Documentation required for above activities must be uploaded to your CCSD Google Drive and submitted as a single link to the CCSD ELMS.

Documentation required for CU submissions in ELMS can be accessed online at <http://bit.ly/PGSELMSdocumentation>.

Activity	Contact Units
Teaching a professional development course at the District level for a minimum of 5 attendees This includes professional development for: - PDE credit - CCEA	Maximum 70 CUs

Documentation required for above activities must be uploaded to your CCSD Google Drive and submitted as a single link to the CCSD ELMS.

Documentation required for CU submissions in ELMS can be accessed online at <http://bit.ly/PGSELMSdocumentation>.

Activity	Contact Units	Description and Limitations
Writing or developing a new professional development course for the District, RPDP, or CCEA designed for a minimum of 20 enrollees	- Up to 3 hours of documented creation time permitted for every hour of presentation time - Maximum 50 CUs	This section is designed for educators/licensed professionals who write a new course or professional development opportunity offered at the District level. This is for courses that are being written and developed for the first time; however, if the original course requires significant revisions, hours may be used to update a previously taught course.

Documentation required for above activities must be uploaded to your CCSD Google Drive and submitted as a single link to the CCSD ELMS.

Documentation required for CU submissions in ELMS can be accessed online at <http://bit.ly/PGSELMSdocumentation>.



School-Level Professional Development Activities

Activity	Contact Units
School/Site Professional Development	• No Maximum

Documentation required for above activities must be uploaded to your CCSD Google Drive and submitted as a single link to the CCSD ELMS.
Documentation required for CU submissions in ELMS can be accessed online at <http://bit.ly/PGSELMSdocumentation>.

Activity	Contact Units
Teaching a professional development course at a school/site for a minimum of 5 attendees	• Maximum 50 CUs

Documentation required for above activities must be uploaded to your CCSD Google Drive and submitted as a single link to the CCSD ELMS.
Documentation required for CU submissions in ELMS can be accessed online at <http://bit.ly/PGSELMSdocumentation>.

Activity	Contact Units	Description and Limitations
Writing or developing a new professional development course for the educator/licensed professional's school/site designed for a minimum of 20 enrollees	• Up to 3 hours of documented creation time permitted for every hour of presentation time • Maximum: 50 CUs	This activity is designed for educators/licensed professionals who write a new course or professional development opportunity at their school/site. This is for courses that are being written and developed for the first time; however, if the original course requires significant revisions, hours may be used to update a previously taught course.

Documentation required for above activities must be uploaded to your CCSD Google Drive and submitted as a single link to the CCSD ELMS.
Documentation required for CU submissions in ELMS can be accessed online at <http://bit.ly/PGSELMSdocumentation>.

Activity	Contact Units	Description and Limitations
Participation in a Professional Learning Community (PLC) in or among schools/sites by grade-level band, content, or course	• Maximum 30 CUs • In Title I Schools, an educator/licensed professional may be paid for participating in a PLC outside the contractual workday and also receive full CUs.	Schools/sites may choose to organize PLCs with a grade-level band or content areas. Educators/licensed professionals may also be approved to participate in PLCs for focused learning across schools/sites. For example, PLC topics/purposes might include: • Grading Practices • Advanced Placement Courses • IEP Standards and Practices • International Baccalaureate Designation • Career and Technical Education Programs • Research Developments in a Specialty Area • District Initiatives • ELT Instructional Professional Learning • Equity/Diversity • Other Instructional Focus Areas

Documentation required for above activities must be uploaded to your CCSD Google Drive and submitted as a single link to the CCSD ELMS.
Documentation required for CU submissions in ELMS can be accessed online at <http://bit.ly/PGSELMSdocumentation>.

Student-Based Activities: IEPs



Activity	Contact Units	Description and Limitations
Special Education Teachers and Related Services Special Education Providers, Writing IEPs and MDTs	• Maximum 30 CUs	Special education teachers and Related Services Special Education Providers may receive 1 CU for writing every IEP/MDT on his/her caseload for a maximum of 30 CUs. Note: It is understood that writing every student's IEP/MDT on his/her caseload may occur during or outside the contractual workday.
Participating as a Member of the IEP/MDT Team	• Maximum 30 CUs	An educator/licensed professional may receive 1/3 CU for each student for whom the educator/licensed professional participates in the IEP/MDT writing process and attends the IEP/MDT meeting to support the goals of the IEP/MDT for a maximum of 30 CUs. Note: It is understood that participating in the IEP/MDT writing process and attending the IEP/MDT meeting to support the goals of the IEP/MDT may occur during or outside the contractual workday. An educator/licensed professional may not accrue CUs for both writing and participating in the same IEP/MDT.
Documentation required for above activities must be uploaded to your CCSD Google Drive and submitted as a single link to the CCSD ELMS. Documentation required for CU submissions in ELMS can be accessed online at http://bit.ly/PGSELMScdocumentation .		

Student-Based Activities: Extracurricular Activities

Activity	Contact Units	Description and Limitations
Educators/licensed professionals who coach a sport, advise, or coordinate an extracurricular club or activity	• Maximum 50 CUs	The educator/licensed professional must be on the school's approved student activity or coaching list. CUs accrue for direct contact time for coaching /advising students in the area of an extracurricular assignment. Sports and activities which occur throughout the year that include more than 1 season may count toward CUs. For example, a football coach who is compensated during the fall football season may earn 1/3 CUs. If he/she also conducts summer weight training with the football players for no compensation, he/she may accrue full CUs.
Documentation required for above activities must be uploaded to your CCSD Google Drive and submitted as a single link to the CCSD ELMS. Documentation required for CU submissions in ELMS can be accessed online at http://bit.ly/PGSELMScdocumentation For an educator/licensed professional who coaches a sport or advises an activity or extracurricular club at a school other than his/her home school, the documentation log must be signed by the administrative supervisor at the school sponsoring the sport, activity, or extracurricular club. The CU maximums and options are tied to the educator/licensed professional's home school.		



School & Community Activities

Activity	Contact Units	Description and Limitations
Parent or Community Engagement Leadership Designing, leading, and conducting academic-centered activities designed to maintain and improve parent or community engagement with the parents/guardians of the educator/licensed professional's school/site	Maximum 30 CUs	These academic-focused activities are designed and developed to align with the school/site's community needs. Activities must be beyond the required 3 nights. Activities might include, but are not limited to, conducting short seminars, developing/designing family learning nights, or developing/designing college and career parent/guardian informational sessions.
Serving on a School Organizational Team at the educator/licensed professional's school/site	Maximum 40 CUs	This includes School/Site-based Committees and Sub-Committees, School/Site-based Decision-Making Teams, or other School/Site Councils aligned with AB 469. Time spent preparing for the meetings or completing assignments from the team do not count toward CUs. The educator/licensed professional submitting for this category must be listed as a member of the school's School Organizational Team (SOT).
Schoolwide Planning	Maximum 35 CUs	The program must be designed to have an impact on the school's student achievement or climate. This may include the creation and writing of schoolwide programs designed to improve student learning, climate, motivation, or writing/leading the development of schoolwide plans, such as the School Improvement Plan or the professional development and/or allocation plan as required by Title I or other regulations. *This category does not include the writing of curriculum, department chair/grade-level meetings, department meetings, or leadership meetings.

Documentation required for above activities must be uploaded to your CCSO Google Drive and submitted as a single link to the CCSO ELMS

Documentation required for C-J submissions in ELMS can be accessed online at <http://bit.ly/PGSELMSdocumentation>

Activity	Contact Units
Academic Trips with students as requested by School Administration or the District	Maximum 20 CUs The educator/licensed professional can only accrue CUs for the time in which he/she is engaged in direct contact with students, in the academic sessions on the specific academic activities. Travel, meal, and sleep time do not count toward CUs.

Documentation required for above activities must be uploaded to your CCSO Google Drive and submitted as a single link to the CCSO ELMS

Documentation required for C-J submissions in ELMS can be accessed online at <http://bit.ly/PGSELMSdocumentation>

Activity	Contact Units	Description and Limitations
Assignment of Field Observation Students (FOS)	2 CUs for supporting each FOS - Maximum 8 CUs	FOS shall be assigned to an educator/licensed professional by his/her supervisor. FOS must spend 10 hours of time observing the master teacher.
Assignment of Practicum Students	2 CUs each week for supporting a practicum student - Maximum 20 CUs	Practicum students shall be assigned to an educator/licensed professional by his/her supervisor.
Assignment of Student Teachers	2 CUs each week for supporting a student teacher - Maximum 20 CUs	Student teachers shall be assigned to an educator/licensed professional by his/her supervisor.

Documentation required for above activities must be uploaded to your CCSO Google Drive and submitted as a single link to the CCSO ELMS

Documentation required for CU submissions in ELMS can be accessed online at <http://bit.ly/PGSELMSdocumentation>

Supplemental Instruction



Activity	Contact Units	Description and Limitations
School-Based Tutoring in Core-Content Areas	- Maximum 50 CUs - In Title I Schools, an educator/licensed professional may be paid for tutoring outside the contractual workday and also receive full CUs.	Educators/licensed professionals may deliver instruction one-on-one or in small groups of students. Instruction might include supporting, accelerating, or remediating students before or after school. Core-Content Areas are defined as mathematics, English language arts, science, and social studies.

Documentation required for above activities must be uploaded to your CCSD Google Drive and submitted as a single link to the CCSD ELMS.

Documentation required for CU submissions in ELMS can be accessed online at <http://bit.ly/PGSELMSdocumentation>.

For an educator/licensed professional who tutors students at a school other than his/her home school, the approval on the documentation log must be signed by the administrative supervisor at the school sponsoring the tutoring program. The CU maximums and options are tied to the educator/licensed professional's home school.

Activity	Contact Units	Description and Limitations
Summer School	Maximum 30 CUs	Educators/licensed professionals who provide instruction in District credit-retrieval summer school may accrue CUs. Summer instructional activities paid at the employees contracted rate of pay are excluded from CU accrual.

Documentation required for above activities must be uploaded to your CCSD Google Drive and submitted as a single link to the CCSD ELMS.

Documentation required for CU submissions in ELMS can be accessed online at <http://bit.ly/PGSELMSdocumentation>.

Award Recipient



Activity	Contact Units
Recipient of a Community-Based Award provided by local agencies, companies, or other organizations. This includes awards available through the District for which an educator/licensed professional may apply.	5 CUs for winning one community award - Maximum 5 CUs
Recipient of a state professional award for the educator/licensed professional's recognition of excellence in professional practice	15 CUs for winning one state award - Maximum 15 CUs
Recipient of a national professional award for the educator/licensed professional's recognition of excellence in professional practice	25 CUs for winning each national award

Documentation required for above activities must be uploaded to your CCSD Google Drive and submitted as a single link to the CCSD ELMS.

Documentation required for CU submissions in ELMS can be accessed online at <http://bit.ly/PGSELMSdocumentation>.



Mentoring

Activity	Contact Units	Description and Limitations
Mentor Participating in a mentoring relationship as the mentor aligned with at least one of the following: 1. Mentoring an experienced educator/licensed professional in need of content area or instructional support as determined by the educator/licensed professional's supervisor 2. Mentoring a new educator/licensed professional with no teaching experience other than substitute teaching 3. Mentoring an educator/licensed professional with teaching experience who is new to the District within the past calendar year 4. Mentoring a vacancy substitute teacher teaching in the areas of mathematics, science, English, or special education. In order for mentoring to be provided for the vacancy substitute teacher, the substitute position is anticipated to last more than 50 school days	• Maximum 80 CUs • Educators/licensed professionals assigned as a mentor as part of CCSD Educator Pipeline can accrue CUs for mentoring outside of the licensed employee bargaining group. • In Title I Schools, an educator/licensed professional may be paid for mentoring outside the contractual workday and also receive full CUs	Mentoring Activity (except observations of another educator/licensed professional) must occur outside of the contractual workday. Mentoring activities might include (but are not limited to): constructive dialogue, providing advice and feedback, observation and coaching, and assistance with writing lesson plans and IEPs. • The mentoring activities may be combined in any fashion. • The mentee must also be identified in the activity description of the submission documentation.
Mentee Participating in a mentoring relationship as the mentee aligned with at least one of the following: 1. Serving as an experienced educator/licensed professional in need of content area or instructional support as determined by the educator/licensed professional's supervisor 2. Serving as a new educator/licensed professional with no teaching experience other than substitute teaching 3. Serving as an educator/licensed professional with teaching experience who is new to the District within the past calendar year	• Maximum 30 CUs	Mentoring must occur outside of the contractual workday. This professional learning activity is for educators/licensed professionals who are being mentored. • The mentor must also be identified in the activity description of the submission documentation.
Documentation required for above activities must be uploaded to your CCSD Google Drive and submitted as a single link to the CCSD ELMS. Documentation required for CU submissions in ELMS can be accessed online at http://bit.ly/PGSELMSdocumentation .		



Grant Recipients

Activity	Contact Units	Description and Limitations
Recipient of a grant that directly impacts students, the school, or the school community	• 3 CUs for receiving each grant • Maximum 30 CUs	In order for the grant writing to be eligible for CU accrual, the grant award must be for the benefit of the students, the overall classroom climate/environment, and/or the school.
Documentation required for above activities must be uploaded to your CCSD Google Drive and submitted as a single link to the CCSD ELMS. Documentation required for CU submissions in ELMS can be accessed online at http://bit.ly/PGSELMSdocumentation .		

External Professional Development



Activity	Contact Units	Description and Limitations
In-person/live or virtual/synchronous attendance at professional development conferences provided by organizations officially recognized by the educational profession or content area at the state, local, or national levels	Maximum 80 CUs	Synchronous is defined as occurring in real-time. The conference activity is coordinated with a specific time and date. Organizations may be the National Council of Teachers of Mathematics (NCTM), the National Council of Teachers of English (NCTE), or similar state-level organizations. Attendance at conferences must occur outside of the contractual workday. Travel time is not counted. The professional development conference must be related to the educator/licensed professional's assignment, license, or professional growth goals.
Asynchronous Conference/Webinar	Maximum 10 CUs	Asynchronous conference/webinars are defined as events not occurring in real-time. The conference activities are not coordinated with a specific time or viewed at will as a playback. Attendance at asynchronous conferences/webinars must occur outside of the contractual workday.
Documentation required for above activities must be uploaded to your CCSD Google Drive and submitted as a single link to the CCSD ELMS. Documentation required for CU submissions in ELMS can be accessed online at http://bit.ly/PGSELMSdocumentation.		

Activity	Contact Units
Presentations at conferences provided by organizations officially recognized by the educator/licensed professional's profession or content area	- Up to 3 hours of documented creation time permitted for every hour of unique presentation time - Maximum 50 CUs
Documentation required for above activities must be uploaded to your CCSD Google Drive and submitted as a single link to the CCSD ELMS. Documentation required for CU submissions in ELMS can be accessed online at http://bit.ly/PGSELMScdocumentation.	

Activity	Contact Units	Description and Limitations
Micro-Credentials	Maximum 50 CUs	Each micro-credential must be related to the educator/licensed professional's assignment, license, or professional growth goals. Only micro-credentials approved by Digital Promise may be utilized: https://bit.ly/digitalpromise-microcredentials.
Documentation required for above activities must be uploaded to your CCSD Google Drive and submitted as a single link to the CCSD ELMS. Documentation required for CU submissions in ELMS can be accessed online at http://bit.ly/PGSELMSdocumentation.		

Activity	Contact Units	Description and Limitations
National Board for Professional Teaching Standards (NBPTS) Process and/or Certification	133 CUs for initial submission of the NBPTS Components 92 CUs for the NBPTS Certification	Initial submission of all components of the NBPTS process may earn a total of 133 CUs. After successful certification of NBPTS is received, an additional 92 CUs may be earned.
National Board Maintenance of Certification (MOC)	30 CUs	National Board Certified Teacher (NBCT) Certification Renewal Profile of Professional Growth must be successfully completed for certification.
Documentation required for above activities must be uploaded to your CCSD Google Drive and submitted as a single link to the CCSD ELMS. Documentation required for CU submissions in ELMS can be accessed online at http://bit.ly/PGSELMSdocumentation.		



External Professional Development

Licensure

Activity	Contact Units	Description and Limitations
Maintain a second endorsement on the educator/licensed professional's license. The endorsement must be outside of the educator/licensed professional's primary teaching/licensed assignment and must be in the designated areas as noted in the box to the right. An educator/licensed professional must be rated "effective" or "highly effective" on his/her last evaluation.	10 CUs for maintaining an endorsement - Maximum 20 CUs	ELEMENTARY: An educator/licensed professional may receive CUs for having an endorsement(s) not required for his/her primary teaching/licensed assignment in any of the following areas as identified by NDE. bit.ly/NDEendorsements For example, a special education teacher may receive 10 CUs for maintaining an elementary education endorsement. A fifth-grade teacher may receive 20 CUs for maintaining a special education endorsement and a TESL/ELAD endorsement. SECONDARY: An educator/licensed professional may receive CUs for having an endorsement(s) not required for his/her primary teaching/licensed assignment in any of the following areas as identified by NDE. bit.ly/NDEendorsements For example, a special education teacher may receive 10 CUs for maintaining an TESL/ELAD endorsement. A math teacher may receive 20 CUs for maintaining a science and a TESL/ELAD endorsement.
Documentation required for above activities must be uploaded to your CCSD Google Drive and submitted as a single link to the CCSD ELMS. Documentation required for CU submissions in ELMS can be accessed online at http://bit.ly/PGSELMSdocumentation		

Activity	Contact Units	Description and Limitations
Professional Specialty License Continuing Education Units (CEUs)	No Maximum	CEUs are for licensed professionals who hold a specialty professional license, such as a social worker, psychologist, or the equivalent requirements for an educator/licensed professional licensed through the business and industry route. CEUs must be related to the educator/licensed professional's licensed assignment, license, or professional growth goals. School Counselors may accrue CUs for Continuing Education Units offered through American School Counselor Association (ASCA) University and Mental Health Academy. All educators/licensed professionals may use CEUs issued by the Nevada Department of Education to accrue CUs.
Documentation required for above activities must be uploaded to your CCSD Google Drive and submitted as a single link to the CCSD ELMS. Documentation required for CU submissions in ELMS can be accessed online at http://bit.ly/PGSELMSdocumentation		

Additional Support for Other Licensed Educational Personnel (OLEP)

OLEP Supporting Documents
Social Worker
School Psychologist
School Nurse
School Mental Health Professional
Physical Therapist
Occupational Therapist
Counselors

EXHIBIT 4

Text Messages Between Mr. Smith and Jennifer McMillin

7:11

50%

< 181



Maybe: Clyde Smith

iMessage

Aug 24, 2024 at 9:15 AM

Hello Jennifer can we please schedule some time next week? I want to talk to you about the pay advance. I just completed my Masters in Education.

Aug 26, 2024 at 9:08 AM

Hey Clyde, At this time, getting an additional Masters will only earn you CUs for a column advancement via the PGS. Did you want to discuss how to submit for CUs?

Yeah, I finished my ARL program and was trying to figure out where that would take me on the pay scale.

Aug 26, 2024 at 3:00 PM

Sure. You want to schedule a phone call or zoom?

Yes, tomorrow during my planning would be good.

+



7:11

< 181

ATTORNEY GUARDIAN
planning, wouldn't have



Maybe: Clyde Smith

What time's that?

9:46

I get in at 10 tomorrow. Would that work for you?

Yes

Tue, Aug 12 at 12:40 PM

Jennifer sorry to bother you, I am trying to see under the new contract agreement, can I get paid for my MBA?

Tue, Aug 12 at 3:28 PM

Hey Clyde. No worries. Hope everything is going well with you. As far as the MBA, you'll likely not be able to get paid for that. The degree still has to be applicable to your licensure or position. That being said, we are going to send out an email in the next couple of weeks regarding the replacement process. Keep an eye out for that.

+ Message

in your messages, it just said you're
also... 11:00 PM

7:11



I'm working on getting the endorsement. I just did the application for it.

Thu, Oct 30 at 11:42 AM

Hello Jennifer,

This is Clyde. I'm reaching out because I still haven't received the raise associated with completing the ARL program. I finished the program over a year ago and submitted all the required documentation, but the adjustment hasn't been reflected yet.

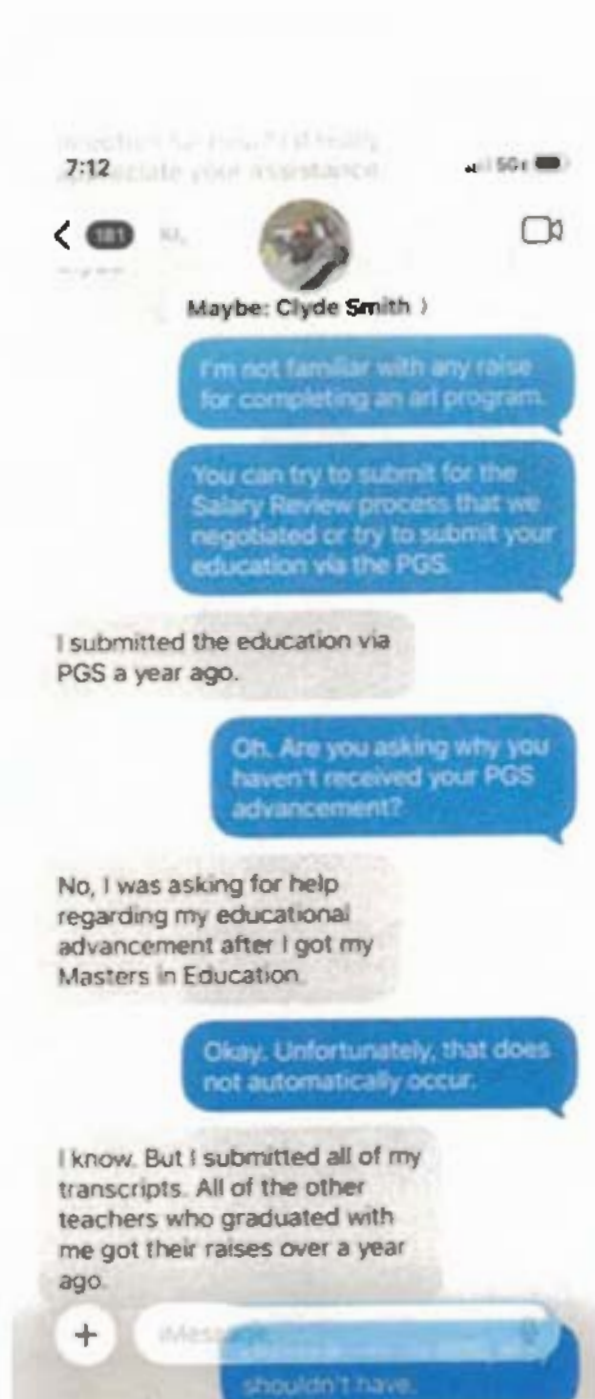
Could you please look into this or point me in the right direction for help? I'd really appreciate your assistance.

Thank you,
Clyde

I'm not familiar with any raise for completing an art program.



You can try to submit for the Salary Review process that we implemented or try to submit your



7:12

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< 181

me got the
ago.

Maybe: Clyde Smith

Unless it was via PGS, they
shouldn't have.

It was PGS.

Do you want assistance with
that process?

Jennifer, I have already
submitted my transcripts
through PGS. I need help
figuring out why I haven't
gotten my raise.

Clyde, I apologize for the
confusion. That's what I ask
before. Then you said no.

Edited

You also submitted your degree
into ELMS, correct?

And you had 225 CUs
submitted?

Yes and 290 CUs.

+

What department is that the
department? Sometimes they
do that.

7:12

< 181

Tues and 290 CUs.

Maybe: Clyde Smith

Okay. And you've gotten no correspondence from the PGS department? Sometimes they do take awhile to approve all column advancements.

Mon, Nov 3 at 9:29 AM

Do you want me to try to check with the PGS department? Like I said, it sometimes takes awhile, and they give back pay to the beginning of the year after approval.

I will wait a little longer.

Thank you

Okay. Let me know if /when you decide you want me to check.

Okay

Tue, Nov 29 at 1:21 PM

Hello Jennifer can you please request to get any write ups removed from my record that is over three years old?

+

You have been blocked by Jennifer Smith. You can't see messages or contact Jennifer Smith.

7:12

5G



Maybe: Clyde Smith

You may want to check your file to see what's in there that's older than 3 years and a day from your signature

1 Reply

I do see from my records an Oral Warning from 2/24/22.

You should be able to remove this one.

Just fill out the form in the link below and send it back to me

Document-Removal-Request2024-3



7:12

5G



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Maybe: Clyde Smith

You may want to check your file to see what's in there that's older than 3 years and a day from your signature

Anything older than three years and a day from your signature can be removed.

Okay

To: Mark Smith 22:11

Jennifer please give me a call.

To: Mark Smith 22:12



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Maybe: Clyde Smith

Sorry to bother you, but here's a screenshot of one of my coworkers that finished her ARL before me. They gave her 296 CU's for the exact same classes I submitted.



Here's a copy of her transcript. As you can see, we took the exact same classes.

Tue Apr 30 10:11:39 AM

Hi Jennifer, I just wanted to follow up regarding the review of my CUs and the associated salary adjustment. I previously submitted documentation



the same, and Jennifer was granted 296 CUs, and I wanted

7:12

5G



181

NO CALLS



Maybe: Clyde Smith

Hi Jennifer, I just wanted to follow up regarding the review of my CUs and the associated salary adjustment. I previously submitted documentation showing that a coworker with the same coursework was granted 296 CUs, and I wanted to check on the status of my review.

Could you please let me know if there have been any updates or if there is anything additional you need from me to move the process forward?

I appreciate your help with this.

Hey Clyde. I sent you an email from our PGS director over here. As noted, her word is final. If your colleague did receive CUs for courses they took prior to hire, and we brought that to the attention of the district, the district would likely just take CUs back from them.

Hi Jennifer, thank you for



in a message

decision is final. However, I'm

7:12



Maybe: Clyde Smith

Hi Jennifer, thank you for sending the email. I understand the PGS director stated her decision is final. However, I'm still confused about the reasoning. The courses I submitted were mandatory requirements for my teaching license, so it seems inconsistent that they would not qualify for CUs if they were required to obtain the license in the first place.

I'm also not asking for anything to be taken away from another employee. My concern is simply making sure the policy is applied consistently and that required coursework for licensure is evaluated appropriately. Is there any formal appeal or review process available so this can be looked at again?

Hi Jennifer, I understand the PGS director indicated her decision is final, but I'm still trying to understand how the policy supports that decision. The CU policy does not state

+ h 9:58 AM

receiving CU credit. The

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Hi Jennife Maybe: Clyde Smith)
PGS director
decision is final, but I'm still
trying to understand how the
policy supports that decision.
The CU policy does not state
anywhere that ARL-required
coursework is excluded from
receiving CU credit. The
classes I submitted were
accredited university courses
directly related to teaching and
were mandatory for obtaining
my license. Because the policy
does not appear to contain any
language excluding ARL
coursework, I'm not sure how
those credits would be denied
under the written policy. I'm
simply asking for clarification
on which specific section of the
policy excludes ARL
coursework so I can better
understand the decision.

Since this directly affects my
salary lane placement, I'm also
considering having a contract
attorney review the policy
language to make sure I fully
understand my rights under the
agreement.

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agreement



Maybe: Clyde Smith

Jennifer, her word isn't final. No one person's is.

Since this may involve a contract interpretation issue, could you please help review this from the union side?

Specifically, I'd like to understand which exact section of the CU policy PGS is using to deny the credits, and how that compares to the language in the contract.

I'm also hoping we can clarify why similar coursework reportedly resulted in 296 CUs for other employees. I know about 10 colleagues who have gotten 296 CUs.

If the policy isn't being applied consistently, I'd appreciate guidance on whether this is something that should be reviewed through the grievance process.

Jennifer, something else I'm trying to understand is how the district handles education that



Meeting
10/10/2024 7:13 PM
Meeting

7:13

5G

< 181



reviewed through the licensure process.

Maybe: Clyde Smith

Jennifer, something else I'm trying to understand is how the district handles education that teachers completed before being hired. Many new teachers receive salary lane placement based on degrees or coursework they completed prior to employment. If that is the case, I'm having trouble understanding why ARL coursework would be treated differently simply because it was required for licensure. Could you help clarify how the policy distinguishes between those situations?

Tue, Mar 10 at 5:28 PM

Jennifer, I didn't get the email.

Wed, Mar 11 at 8:28 AM

I sent it around 5pm

Did you get it

Yes

Wed, Mar 25 at 12:18 PM

+ [Attachment]

email's referring the contract

7:13

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Maybe: Clyde Smith

Hey Jennifer, there is a clear inconsistency in the district's response. They stated that the contract does not specifically exclude coursework taken prior to employment, yet my credits were denied on the basis that they were completed before my hire date. That is a direct contradiction.

Additionally, there is no language in Article 26 that explicitly requires credits to be earned only after being hired as a licensed teacher. I have been employed with CCSD since 2010, so I was already working for the district when this coursework was completed.

The contract outlines a process for advancement but does not state that credits must be earned only after hire or licensure. Denying my credits on that basis appears to be an added requirement not found in the negotiated agreement.

There is also an inconsistency

+ 10/11/20

+ 10/11/20

coursework completed different

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Maybe: Clyde Smith

Jennifer I was working in the district when I took these courses. I started working in the district in 2015. I took these courses in 2021 to 2024. In addition, you are required to work in the district while completing the ARL program. They are wrong, trust me on this!

But you weren't a licensed teacher yet, correct?



ARL

- **Article 26** / through **26.1** of the negotiated agreement provides the process for addressing an ARL claim
- While the contract does not specifically include coursework, it outlines the process for employees to address an ARL claim per the PCS Employee Guide



has credit prior to some time that are not assigned to me but required 7th of the curriculum from with the district which is connected employees with the District and the teacher

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Maybe: Clyde Smith

Hi [Jennifer](#), I wanted to follow up regarding my previous emails outlining the contract language and supporting documentation for my advancement credits.

From our discussion, it does not appear that the materials were fully reviewed.

Given the seriousness of the discrepancies and the supporting evidence I've already provided, I will be proceeding with legal counsel to ensure this matter is addressed appropriately.

Please confirm whether there are any formal grievance steps the union will initiate or support at this point.

Clyde, are you still talking about the courses that you took prior to joining the district?

Wed, Mar 25 at 7:54 PM

[Jennifer](#) Contractor for the

+ 1 Message

View all messages with Jennifer

View all messages with Jennifer

7:13

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the negot

Maybe: Clyde Smith

There is also an inconsistency in application, as others who completed the exact same coursework received different credit outcomes.

I wish I had better news for you. I wish I could advocate that the courses you earned prior to joining the bargaining unit could be used for CUs. However, the agreement between CCEA and CCSD is clear- only courses after being hired into the bargaining unit count for CUs. If you'd like to speak with our PGS department, I can give you their contact, but the answer will be the same.

Jennifer, I reviewed the entire 2025-2027 agreement, specifically Article 26, and there isn't any language that states coursework must be completed after being hired into the bargaining unit.

Article 26-8-1 says credits are used to place a licensed

eligibility based on whether

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completed
into the b. Maybe: Clyde Smith :

Article 26-8-1 says credits are used to place a licensed employee on the salary schedule, and 26-8-3 defines eligibility based on whether coursework is "related to" the assignment, endorsement, or degree pathway—not when it was taken.

Also, the ARL program coursework was required for licensure and directly aligned to my assignment, which fits squarely within that definition.

Can you point me to the exact contract clause that states coursework must be completed after hire? I want to make sure I'm interpreting this correctly based on the actual agreement.

The district acknowledges the contract does not exclude pre-employment coursework, yet is applying a restriction from a reference guide that is not part of the negotiated agreement

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Maybe: Clyde Smith

The district acknowledges the contract does not exclude pre-employment coursework, yet is applying a restriction from a reference guide that is not part of the negotiated agreement.

1 Reply

Wed, Mar 25 at 8:48 PM

The PGS guidance and advisement is only associated with our contract. Since you wouldn't have been covered under our contract prior to joining the bargaining unit, you wouldn't have been able to earn cus under the contract.

Bpearson@ccea-nv.org

The district acknowledges the contract does not exclude pre-employment coursework, yet is applying a restriction from a reference guide

I do not think that's what they meant when they noted that

I understand your point, but my concern is strictly based on the

+ a message Article 30
evaluate...
relevance to assignment

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Maybe: Clyde Smith

I understand your point, but my concern is strictly based on the contract language. Article 26 evaluates credits based on relevance to assignment, endorsements, or degree pathway, and I have not found any provision that requires coursework to be completed while under the contract or after hire.

The explanation being applied introduces a timing restriction that is not stated in the negotiated agreement. That's why I've escalated this to HR for formal clarification based on the actual contract language.

The portion of 26 you cited deals with salary placement, not the PGS. The PGS, including what counts for cus, is mostly governed by the PGS reference guide.

Edited

A reference guide is NOT enforceable over a contract

+

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Maybe: Clyde Smith

A reference guide is NOT enforceable over a contract

In labor law:

- Contract = binding
- Reference guide = guidance only

They cannot override Article 26 with a guide.

I understand your distinction, but since PGS determinations directly impact salary placement, they still have to align with Article 26. The contract governs placement, and coursework used for placement is addressed within it.

My concern is that the reference guide appears to introduce a timing restriction that is not stated in the negotiated agreement. That's why I've escalated this to HR for clarification based on the contract language.

Thu, Mar 26 at 1:45 PM



Download the app to continue this conversation on the go.

7:14

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< 181



Maybe: Clyde Smith

The reference guide is an
extenuating of the contract.

The language you referenced
was about something else in
entirety- initial salary
placement upon hire. PGS is
post-hire.

Edited

Thu, Mar 26, 2020 11:14

Jennifer, you have yet to give
me any evidence from the
actual contract that supports
the PGS claim. I have asked
you several times and you keep
telling me what the PGS
reference guide says.

The PGS reference guide is not
the contractual agreement.

In the court of law, the contract
agreement is what's legally
binding not the PGS reference
guide.

So, the issue remains, the
negotiated agreement governs
professional compensation
under Article 26.

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the contract (reference guide) not
the contract. Maybe: Clyde Smith

In the court of law, the contract
agreement is what's legally
binding not the PGS reference
guide.

So, the issue remains, the
negotiated agreement governs
professional compensation
under Article 26.

The contract DOES NOT
contain any language
restricting coursework based
on when it was taken (pre- or
post-hire or licensure).

A reference guide cannot
introduce new restrictions that
are not explicitly stated in the
agreement.

There is no clause that says:

- Credits must be earned after
hire
- Credits must be earned after
licensure
- PGS applies only to post-hire
coursework



Attachments

2 of 2 pages

1 page of 2 pages

7:14

5G



COURSEWORK

Maybe: Clyde Smith

There is no language in Article 26 or anywhere in the agreement that restricts coursework to post-hire or post-licensure.

Therefore, applying such a restriction through PGS is adding a condition that does not exist in the negotiated agreement.

The contract (Article 26) requires completion of contact units for column advancement but does not contain any language restricting WHEN those units must be earned.

While the PGS Reference Guide is referenced for how contact units are calculated, it does not override or add eligibility restrictions that are not explicitly stated in the negotiated agreement.

Additionally, it has already been acknowledged that the contract does not exclude coursework taken prior to employment even though I was already a licensed counselor.

+

cc: [redacted]

7:14

5G



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it's



already a licensed

Maybe: Clyde Smith

Therefore, applying a "post-hire only" rule is not supported by the contract language.

Edited

Jennifer, I want to clarify something important regarding how this is being interpreted.

The negotiated agreement is the legally binding document that governs compensation, as it is incorporated into our employment contract.

Article 26 references the PGS Guide for how contact units are calculated, but it does not give PGS the authority to add eligibility restrictions that are not explicitly stated in the agreement.

In other words, PGS serves as a procedural guide, but it cannot override or extend the contract itself.

Any limitation—such as restricting coursework based on when it was taken—would

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...need to be
the negoti...

Maybe: Clyde Smith

That language does not appear
anywhere in Article 26.

Thu, Mar 26 at 7:41 PM

Think of it in terms of the
parameters of the contract.
You're not covered by the
parameters of the contract until
you're hired under the contract.
Same with the PGS- it is listed
in the contract and you can't
start accruing CUs under
you're actually covered under
the contract.

The PGS guidance is an
extension of the contract, or
an additional agreement with
the district.

The contract calls the
reference guide an Addendum.



2019 - 2020

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Maybe: Clyde Smith

This is the only portion of the contract which notes anything specific about the PGS. The rest is left to the reference guide. That being said, again, you are not covered by the contract until you are employed, so you cannot accrue CUs until you are hired.

Thu, Mar 26 at 9:11 AM

The CU provision you referenced applies specifically to the accumulation of contact units under the Professional Growth System, not to the recognition of a conferred Master's degree for salary column placement.

My request is based on degree attainment, not CU accrual. Article 26 does not contain any language restricting recognition of degree-granting coursework based on when it was completed or employment status at the time.

Additionally, the contract distinguishes between degree



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2:00 PM



contract or not
credits is: **Maybe: Clyde Smith**

Additionally, my request is based on recognition of a conferred Master's degree for salary placement, not CU accumulation under PGS.

So even if CU rules applied—which they do not in this case—the premise that I was not employed would still not apply to my situation.

I also want to clarify that I was employed under a P1 contract, which reflects my status as a licensed employee covered under the negotiated agreement.

My professional license was issued on 05/29/2020, and I continued and completed my graduate coursework while employed in that capacity.

Therefore, the position that I was not covered by the contract or not a licensed employee during this time does

+ P1

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employed

Maybe: Clyde Smith

Therefore, the position that I was not covered by the contract or not a licensed employee during this time does not apply.

My request is based on a conferred Master's degree earned while I was a licensed employee under contract, and the contract does not contain any provision allowing that degree to be excluded based on timing of individual coursework.

Good night Jennifer!

Fri, Mar 27 at 7:47 AM

From what I can tell, it looks like the courses that were rejected were those that you took before entering the bargaining unit (CCEA/CCSD unit), correct?

We are talking about the PGS, not initial salary placement here also, correct?



181

initial salary placement when entering the district, that is a

7:15

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Maybe: Clyde Smith

We are talking about the PGS, not initial salary placement here also, correct?

If you want to speak about initial salary placement when entering the district, that is a different conversation.

However, the word is final on the PGS and I'm not going to argue with you, you cannot earn CUs (PGS credits) for courses you took prior to being hired in the bargaining unit.

Jennifer, I think there may be a misunderstanding about how the contract applies here.

Nothing in Article 26 states that a completed degree can only be recognized at initial hire. The contract language focuses on earning credits or degrees—not when they were earned relative to hire date.

I completed a Master's degree with graduate-level

+ Message
licensed employee of CCSD.

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...not what I've
earned re

Maybe: Clyde Smith

I completed a Master's degree with graduate-level coursework, and that degree was conferred while I was a licensed employee of CCSD.

Under the contract, that qualifies me for advancement to MA salary column.

Also, if degrees were only recognized at initial placement, then there would be no mechanism for current employees to advance columns by earning advanced degrees while employed—which contradicts the entire purpose of Article 26.

Additionally, other ARL candidates with the same coursework have received full credit, so the issue here is inconsistent application—not contract limitation.

You are talking about two different things - salary placement and the PGS. I do not want you to get confused



...would be to tell
about how salary placement
please just call me

7:15

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contract negotiations

Maybe: Clyde Smith

You are talking about two different things- salary placement and the PGS. I do not want you to get confused further, so if you'd like to talk about initial salary placement, please just call me

Edited

Jennifer, I understand what you're saying about PGS and CUs, but my situation is not based on earning standalone PGS credits.

These were degree-granting graduate courses that resulted in a completed Master's degree while I was employed. Article 26 governs column advancement based on earned degrees and credits, and it does not state that coursework must be taken after entering the bargaining unit to qualify.

PGS guidelines cannot override the negotiated contract language. If the contract does not exclude this coursework, then applying that restriction through PGS creates a conflict

+

Send this message to Jennifer Smith

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the burger

Maybe: Clyde Smith

PGS guidelines cannot override the negotiated contract language. If the contract does not exclude this coursework, then applying that restriction through PGS creates a conflict.

Also, this standard has not been applied consistently—other ARL candidates with the same coursework were granted full credit.

So this is not about earning CUs prior to hire—it is about proper placement based on a completed advanced degree under the contract.

In terms of salary placement, you are not re-placed on the salary table again just because you earned a masters while employed. Again, you are not reading what I've said, and I'm not willing to argue with you about the PGS as the word is final. I've addressed every single one of those points for you already.



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Maybe: Clyde Smith

Edited

Just because you do not like the answer, does not mean the answer will change.

Jennifer, I need to be clear that my concerns have not been addressed.

At no point have you identified any specific language in Article 26 that excludes degree-granting coursework completed prior to entering the bargaining unit or during employment.

My questions have consistently been about **WHAT THE CONTRACT** actually states, and that has not been shown.

Instead, the responses have relied on PGS interpretation, which does not override the negotiated contract.

Given that, I disagree with the position being taken and will be pursuing this matter through external review **so** it can be evaluated against the actual

✦ "ran

My Document: 5/21/2024 7:15 PM

7:15

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negotiated

Maybe: Clyde Smith

Given that, I disagree with the position being taken and will be pursuing this matter through external review so it can be evaluated against the actual contract language.

My attorney will handle it from here.

Thank you for your time.

Again, the answer is that you are not covered by the contract until you are employed, so you cannot earn PGS credits prior to being employed.

This is not interpretation.

Think of the PGS like movement, as it allows you to move columns. And you cannot move columns, until you are actually initially placed in those columns. Too, think of the PGS in terms of purpose. The purpose of the PGS is to

promote professional learning



Get it on



Jennifer, I need to connect a few

7:15

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Jennifer, I need to correct a few points.

First, I was already a licensed and contracted employee, not someone outside the bargaining unit in the way you're describing.

Second, my records—including my employment status and coursework—do not appear to have been fully reviewed before this determination was made.

Third, my concern has never been about earning PGS credits prior to employment. It has been about proper

+ d message

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before the
made.

Maybe: Clyde Smith)

Third, my concern has never been about earning PGS credits prior to employment. It has been about proper placement and advancement based on a completed Master's degree under the contract, which still has not been addressed with any specific contract language.

At this point, I disagree with the position being taken, and I will be moving forward with external legal review.

My understanding from your emails, as well as the emails from the PGS department, was that they accepted your credits from after your hire into the bargaining unit, but not before. Are you saying you believe this to be incorrect? The PGS department noted in email to you that they awarded you 200 CUs based on your courses, but did not award you CUs for courses prior to your start date in the bargaining unit- 7/2020.

+

Academy of the District would not
(please you or hire you or hire
employee) after you are hired.

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Maybe: Clyde Smith

My understanding from your emails, as well as the emails from the PGS department, was that they accepted your credits from after your hire into the bargaining unit, but not before. Are you saying you believe this to be incorrect? The PGS department noted in email to you that they awarded you 200 CUs based on your courses, but did not award you CUs for courses prior to your start date in the bargaining unit- 7/2020.

Again, the district would not place you anew (as a new employee) after you are hired. There is only language in The contract regarding initial placement upon hire. However, there is no contract language to support new placement on the salary based on degree earned after hire. There is the SRAP process if you were affected by compaction or not initially placed on the 2024 salary table. It looks like you did not initially submit all documentation needed in relation to that process.



EXHIBIT 5

Master of Education Degree Conferral and ELMS Contact Unit Records

Unofficial Transcript

Student ID: 5004617314

Name: Smith, Clyde L

03/26/2026

Page 1 of 2

Order Nbr:

002126395

Degrees Awarded

Degree: Master of Education
Confer Date: 08/16/2024
Plan: Curriculum and Instruction
Sub-Plan: Secondary Science Education

Beginning of Graduate Record

2020 Spring

			Alt	Ehr	Grd
CIS	602	Sec School Practicum	3.00	3.00	A
Course		Service Learning Course			
Attributes:					
CIS	603	Sec Process and Instr	3.00	3.00	A
CIS	604	Sec Classroom Management	3.00	3.00	A

	Alt	Earned	Points	GPA	GP Bal
Term Totals:	9.00	9.00	36.00	4.00	9.00

	Alt	Earned	Points	GPA	GP Bal
Cumulative Totals:	9.00	9.00	36.00	4.00	9.00

2020 Summer

			Alt	Ehr	Grd
CIS	664	Sec Education Curriculum	3.00	3.00	B
Term Totals:	3.00	3.00	9.00	3.00	0.00

	Alt	Earned	Points	GPA	GP Bal
Cumulative Totals:	12.00	12.00	45.00	3.75	9.00

2020 Fall

			Alt	Ehr	Grd
CIS	563	Tchg Secondary Science	0.00	0.00	W
Term Totals:	0.00	0.00	0.00	0.00	0.00

	Alt	Earned	Points	GPA	GP Bal
Cumulative Totals:	12.00	12.00	45.00	3.75	9.00

2021 Spring

			Alt	Ehr	Grd
CIS	563	Tchg Secondary Science	3.00	0.00	F
		Repeated - Exclude Hours and GPA			
CIT	602	Technology Secondary Curr	3.00	0.00	F
		Repeated - Exclude Hours and GPA			

	Alt	Earned	Points	GPA	GP Bal
Term Totals:	6.00	0.00	0.00	0.00	0.00

	Alt	Earned	Points	GPA	GP Bal
Cumulative Totals:	18.00	12.00	45.00	3.75	9.00

2021 Summer

			Alt	Ehr	Grd
CIT	602	Technology Secondary Curr	3.00	0.00	F
		Repeated - Exclude Hours and Include GPA			
ESP	701	Intro to Sp Ed & Leg Iss	3.00	0.00	F
		Repeated - Exclude Hours and GPA			

	Alt	Earned	Points	GPA	GP Bal
Term Totals:	6.00	0.00	0.00	0.00	-9.00

	Alt	Earned	Points	GPA	GP Bal
Cumulative Totals:	24.00	12.00	45.00	3.00	0.00

2022 Fall

			Alt	Ehr	Grd
CIS	563	Tchg Secondary Science	3.00	0.00	F
		Repeated - Exclude Hours and Include GPA			
CIT	602	Technology Secondary Curr	3.00	0.00	F
		Repeated - Exclude Hours and Include GPA			
ESP	730	Parent Involv Sp & Gen Ed	3.00	0.00	F
		Repeated - Exclude Hours and GPA			

	Alt	Earned	Points	GPA	GP Bal
Term Totals:	9.00	0.00	0.00	0.00	-18.00

	Alt	Earned	Points	GPA	GP Bal
Cumulative Totals:	33.00	12.00	45.00	2.14	-18.00

2023 Summer

			Alt	Ehr	Grd
CIG	690	Tchrs Action Researchers	3.00	3.00	A
CME	705	Multicultural Education	3.00	3.00	B
EPY	709	Classroom Assessment	3.00	3.00	A
ESP	701	Intro to Sp Ed & Leg Iss	3.00	3.00	A-
		Repeated - Include Hours and GPA			
ESP	730	Parent Involv Sp & Gen Ed	3.00	3.00	A
		Repeated - Include Hours and GPA			

	Alt	Earned	Points	GPA	GP Bal
Term Totals:	15.00	15.00	56.10	3.74	11.10

	Alt	Earned	Points	GPA	GP Bal
Cumulative Totals:	48.00	27.00	101.10	2.80	-6.90

Unofficial Transcript

Student ID: 5004617314

Name: Smith, Clyde L

03/26/2026

Page 2 of 2

Order Nbr:

002126395

2023 Fall

			<u>Att</u>	<u>Ehr</u>	<u>Grd</u>
CIG	697	C&I Cul Exp	1.00	1.00	S
CIS	563	Tchg Secondary Science	3.00	3.00	A
		Repeated - Include Hours and GPA			
CIT	602	Technology Secondary Curr	3.00	3.00	A
		Repeated - Include Hours and GPA			
		<u>Att</u>	<u>Earned</u>	<u>Points</u>	<u>GPA</u>
Term Totals:		7.00	7.00	24.00	4.00 6.00
		<u>Att</u>	<u>Earned</u>	<u>Points</u>	<u>GPA</u>
Cumulative Totals:		55.00	34.00	125.10	2.97 -0.90

2024 Spring

			<u>Att</u>	<u>Ehr</u>	<u>Grd</u>
TESL	752	Methods and Curriculum for ELs	3.00	3.00	A-
		<u>Att</u>	<u>Earned</u>	<u>Points</u>	<u>GPA</u>
Term Totals:		3.00	3.00	11.10	3.70 2.10
		<u>Att</u>	<u>Earned</u>	<u>Points</u>	<u>GPA</u>
Cumulative Totals:		58.00	37.00	136.20	3.02 1.20

Graduate Career Totals

Cumulative Totals:		58.00	37.00	136.20	3.02 1.20
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End of Unofficial Transcript

EXHIBIT 6

March 9, 2026 PGS Communication Acknowledging Contract Does Not Exclude Pre-Employment Coursework (full thread)

From: Professional Growth System pgs@nv.ccsd.net
Subject: Re: Request for Policy Clarification – ARL Graduate Coursework and Professional Growth Credit Eligibility
Date: March 9, 2026 at 05:19
To: Clyde Smith [Centennial HS] smithc10@nv.ccsd.net
Cc: Jennifer McMillin jmcmillin@ccea-nv.org

- Articles 26-2 through 26-5 of the negotiated agreement provide the process for advancing on the salary table.
- While the contract does not specifically exclude coursework taken prior to employment, it outlines the process for employees to advance on the table per the PGS Reference Guide.

Any credits prior to your hire date are not accepted as you had requested 296 CUs. Contact Units may only be accrued while a contracted employee with the District and not before.

- At this point, we will allow CCEA to weigh-in on this if they disagree with this interpretation that has been in place since 2016.
- Please see page two of the PGS Reference Guide, linked below, for information regarding how university coursework is applied to CU accrual.

Thank you,
The Professional Growth System Review Team

PGS Resources:

[PGS Website](#)

[PGS Reference Guide](#)

[Documentation Required for CU Submissions in ELMS](#)

[ELMS Submission Examples](#)

PGS Information Sessions are listed in the ELMS (Learning Activity keyword 'PGS Information').

Deadlines, directions, documents, and tutorial videos for submitting Contact Unit and Professional Growth Plan documentation for licensed employees can be found on the PGS website:

<https://www.ccsd.net/resources/ccsd-professional-growth-system-pgs>



The Professional Growth System Review Team
Human Resources Unit
Phone: 702-799-4747
Email: pgs@nv.ccsd.net

We value your opinion! Please take a few moments to share your experience from today's interaction with us by completing the following [survey](#).

On Fri, Mar 6, 2026 at 10:45 AM Clyde Smith [Centennial HS] <smithc10@nv.ccsd.net> wrote:

Dear Professional Growth System Team,

Thank you for your response and for confirming that the coursework completed while I was employed with the District from **Summer 2023 through Spring 2024** was awarded **200 Contact Units**.

Based on your explanation, I understand that the remaining Contact Units were not accepted because they were completed prior to my **July 29, 2020 hire date**, and that Contact Units may only be accrued while working as a contracted employee under the collective bargaining agreement.

To ensure I fully understand the policy being applied, I would appreciate clarification regarding several points related to the eligibility of graduate coursework for salary advancement.

First, the coursework referenced in my submission was **graduate-level coursework completed as part of an accredited educator preparation program that ultimately resulted in Nevada teaching licensure through the Alternative Route to Licensure (ARL) program**. While I understand that licensure requirements and salary advancement requirements are separate processes, graduate coursework used in educator preparation programs frequently serves both purposes—meeting licensure requirements while also representing graduate-level academic advancement.

Because of this, I would like to better understand how the Professional Growth System evaluates graduate coursework that is part of a **state-approved licensure preparation program**.

The ARL program itself represents a structured educator preparation pathway that includes coursework completed both prior to and during employment. These courses are not independent or unrelated credits but are components of a **single licensure pathway leading to a Standard Nevada teaching license**.

For that reason, it is difficult to understand how coursework that is part of the same licensure preparation program can be separated into two categories—one portion considered eligible for advancement and another portion categorically excluded solely based on the timing of employment.

Additionally, both of my employment contracts (which are attached for reference) contain the same licensing requirement language stating that a licensed employee must hold and maintain a valid Nevada teaching license in order to be employed in a licensed position. Completion of the ARL coursework was therefore required to obtain and maintain the licensure necessary for my continued employment as a licensed educator.

After reviewing both contracts, several relevant points appear clear:

- **My employment status with CCSD did not change before or after completion of the ARL program.**
- **The same Nevada licensure requirement language appears in both contracts.**
- **Completion of ARL coursework was required to obtain and maintain the Nevada teaching license necessary for my employment.**

Because salary advancement is governed by the negotiated agreement incorporated into my employment contract, I would appreciate clarification regarding the specific policy language used to exclude these graduate credits.

Specifically, I would appreciate guidance on the following:

1. **The specific section of the CCEA negotiated agreement governing Contact Unit eligibility for salary advancement.**
2. **Whether graduate-level coursework completed prior to employment is categorically excluded, even when it is part of an accredited educator preparation or licensure program.**
3. **How the Professional Growth System distinguishes between graduate coursework associated with educator preparation programs and other types of graduate coursework when evaluating CU eligibility.**

As indicated previously, because CU accrual and salary advancement are governed by the collective bargaining agreement, I have included my **CCEA union representative** on this email so that the applicable negotiated agreement provisions can be reviewed if necessary.

My goal is simply to ensure that the applicable policies are being applied consistently and that I fully understand the basis for the determination.

Thank you for your time and clarification.

Sincerely,

Clyde Smith, MBA, MEd
General and AP Chemistry Educator
Centennial High School
10200 W Centennial Pkwy,
Las Vegas, NV 89149
Contact: (702) 799-3440 ext 3907
smithc10@nv.ccsd.net



It doesn't matter how beautiful your theory is, it doesn't matter how smart you are. If it doesn't agree with experiment, it's wrong. Professor Richard Feynman

On Fri, Mar 6, 2026 at 10:28 AM Professional Growth System <pgs@ny.ccsd.net> wrote:

The coursework that you are here referencing which was taken while you were employed with the District (25 semester credits from the summer of 2023 through the spring of 2024) was awarded 200 CUs on September 3, 2025. It is the coursework prior to your July 29, 2020, start date that was not accepted.

Please refer to the previous email:

Licensure requirements are separate from and not related to salary advancement requirements.

The note regarding your hire date was to let you know that any credits prior to your hire date are not accepted as you had requested 296 CUs. Contact Units may only be accrued while a contracted employee with the District and not before. As CU accrual is part of the process for salary advancement set forth by the collective bargaining agreement, it can only be undertaken when one is working under that CBA.

You may address any concerns through CCEA as they are also familiar with the process for CU accrual.

Thank you,

The Professional Growth System Review Team

PGS Resources:

[PGS Website](#)

[PGS Reference Guide](#)

[Documentation Required for CU Submissions in ELMS](#)

[ELMS Submission Examples](#)

PGS Information Sessions are listed in the ELMS (Learning Activity keyword 'PGS Information').

Deadlines, directions, documents, and tutorial videos for submitting Contact Unit and Professional Growth Plan documentation for licensed employees can be found on the PGS website:

<https://www.ccsd.net/resources/ccsd-professional-growth-system-pgs>



The Professional Growth System Review Team
Human Resources Unit
Phone: 702-799-4747
Email: pgs@ny.ccsd.net

We value your opinion! Please take a few moments to share your experience from today's interaction with us by completing the following [survey](#).

On Fri, Mar 6, 2026 at 8:01 AM Clyde Smith [Centennial HS] <clsmith10@ny.ccsd.net> wrote:

Dear Professional Growth System Team,

I am writing to follow up regarding my request for Professional Growth credit and salary column advancement following completion of the Alternative Route to Licensure (ARL) program. For clarity and reference, I have attached both of my CCSD employment contracts (during the ARL period and after completion of the ARL program).

After reviewing the explanation provided for denying these credits, I would like to respectfully clarify several policy and contractual

points that appear relevant to this determination.

Your response indicated that the coursework was not eligible because coursework completed prior to my hire date of **July 29, 2020** **may not accrue credit units**. However, this reasoning does not appear to apply to the coursework submitted through my ARL program.

First, the coursework in question was **not completed prior to employment with CCSD**. The ARL program I completed through the University of Nevada, Las Vegas occurred from **Summer 2023 through Spring 2024**, well after my hire date with the district.

Second, the coursework was not discretionary or pre-employment coursework. The **Alternative Route to Licensure program requires candidates to complete graduate-level coursework while employed in order to obtain and maintain a Nevada teaching license**.

Nevada Administrative Code governing educator licensure provides for the **Alternative Route to Licensure pathway**, under which individuals with a bachelor's degree may be issued a conditional teaching license while completing required coursework through an approved preparation program. Under this framework, candidates must complete prescribed coursework through the ARL program in order to obtain a **Standard Nevada teaching license**.

Because the ARL structure allows candidates to teach **while completing required licensure coursework**, the coursework is part of the licensure process while employed rather than coursework taken prior to employment.

My employment contract also states that a licensed employee must maintain a valid Nevada teaching license as a condition of employment:

"An individual cannot be legally employed in the public schools of Nevada in a position requiring a license unless the individual holds a valid Nevada license."

The ARL coursework was therefore **required to obtain and maintain the licensure necessary for my continued employment** rather than coursework completed before employment.

After reviewing both of my employment contracts, several important points are clear:

- **My employment status with CCSD did not change before or after completion of the ARL program.**
- **The same Nevada licensure requirement language appears in both contracts.**
- **Completion of ARL coursework was required in order to obtain and maintain the Nevada teaching license necessary for my continued employment.**

Additionally, the contract states that the **Negotiated Agreement between the Clark County School District and the Clark County Education Association is incorporated into the employment contract and governs the terms and conditions of employment**, including salary schedule placement and advancement.

The ARL program resulted in **33 semester hours of graduate-level credit**, which were submitted through the Professional Growth System for column advancement based on educational attainment.

Given the above policy and contractual context, I respectfully request clarification on the following points:

1. Whether graduate-level coursework completed through an approved **Alternative Route to Licensure program while employed** qualifies for Professional Growth credit.
2. The specific CCSD policy language that excludes ARL graduate coursework from column advancement.
3. Confirmation of how the Professional Growth System evaluates graduate credits earned through state-approved licensure programs.

Because salary schedule placement is governed by the negotiated agreement incorporated into my contract, **I have included my union representative on this email for transparency and awareness**.

If necessary, I am prepared to pursue formal review through the contractual grievance process to ensure the negotiated agreement and Professional Growth System policies are applied consistently and in accordance with Nevada licensure regulations.

Thank you for your time and clarification.

Sincerely,

Clyde Smith, MBA, MEd

General and AP Chemistry Educator
Centennial High School
10200 W Centennial Pkwy,
Las Vegas, NV 89149
Contact: (702) 799-3440 ext 3907
smithc10@nv.ccsd.net





It doesn't matter how beautiful your theory is, it doesn't matter how smart you are. If it doesn't agree with experiment, it's wrong. Professor Richard Feynman



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EXHIBIT 7

**Communications Concerning Certificate Changes, Timing Restrictions,
Related PGS Interpretations, and 2016 PGS FAQ Question 51
(ARL educators can accrue CUs)**



Professional Growth System Frequently Asked Questions

48. Can an educator/licensed professional accrue CUs for substitute teaching? *An educator/licensed professional cannot accrue CUs for substitute teaching.*
49. Can an educator/licensed professional accrue CUs for attending high school graduation? *An educator/licensed professional cannot accrue CUs for attending high school graduation.*
50. Can an educator/licensed professional accrue CUs for being a summer camp counselor/instructor? *An educator/licensed professional cannot accrue CUs for being a summer camp counselor/instructor.*
51. Can educators/licensed professionals in the Alternative Route to Licensure Program accrue CUs? *An educator/licensed professional in the Alternative Route to Licensure Program can accrue CUs.*
52. If an educator/licensed professional earns CUs for coaching a sport or advising/coordinating an extra-curricular club or activity, can he/she choose to not receive his/her stipend for coaching a sport or advising/coordinating an extra-curricular club or activity to receive CUs at the full rate? *An educator/licensed professional will receive his/her allocated stipend for coaching a sport or advising/coordinating an extra-curricular club or activity and receive CUs at the ½ rate.*
53. As Western Governors University is an approved university and the courses are pass/fail, does an educator/licensed professional accrue 8 CUs per 1 semester credit? *An educator/licensed professional accrues 8 CUs per 1 semester credit at Western Governors University.*
54. If an educator/licensed professional is on a leave of absence from the District, can he/she accrue CUs during this time period? *If an educator/licensed professional is on a leave of absence from the District, they need to contact the PGS Department at 702-799-4PGS (702-799-4747) for further information.*
55. If an educator/licensed professional is on Family Medical Leave (FML), can he/she accrue CUs during FML? *If an educator/licensed professional is on FML, they need to contact the PGS Department at 702-799-4PGS (702-799-4747) for further information.*
56. Can educators/licensed professionals use personal leave to attend a conference or a professional development session to earn CUs? *Educators/licensed professionals cannot use personal leave to attend a conference or a professional development session to earn CUs as they are still paid by the District for personal leave.*
57. If an educator/licensed professional is teaching a course for the Regional Professional Development Program, can he/she accrue CUs? Who signs the Contact Unit Verification Form for pre-approval? *An educator/licensed professional may earn CUs for teaching a course outside of his/her contractual workday for the Regional Professional Development Program. Pre-approval is required from the Director of the Regional Professional Development Program.*
58. Can an educator/licensed professional who proctors proficiency exams during the District's Summer School Program accrue CUs? *An educator/licensed professional cannot accrue CUs for proctoring proficiency exams during the District's Summer School Program.*
59. If an educator/licensed professional coaches a sport or advises/coordinates an extra-curricular club or activity at a school that is not his/her home school, who signs the pre-approval section on the Contact Unit Verification Form? *The administrator who directly supervises the sport or the extra-curricular activity at the school of which the educator/licensed professional coaches a sport or advises/coordinates an extra-curricular activity signs the pre-approval section on the Contact Unit Verification Form. The CU maximums are tied to the educator/licensed professional's home school.*

From: Jennifer McMillin jmcmillin@ccea-nv.org
Subject: RE: Request for Policy Clarification – ARL Graduate Coursework and Professional Growth Credit Eligibility
Date: March 6, 2026 at 16:10
To: smithc10@nv.ccsd.net

Hey Clyde,

Here is the answer. I noted you had colleagues who were able to receive CUs for ARL courses taken prior to employment.

“That is incorrect. All certificates include time before beginning with CCSD. The PGS department will reject any time before they started with CCSD. We changed the certificates to state that they could not include the time before being contracted. This **was** a clarification **we** made in the email during this round of certificates. All ARL ToT completers will be treated the **same**.”

Jennifer McMillin
Field Representative
Phone: 702-473-1021
Email: jmcmillin@ccea-nv.org



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

If you have received an investigatory notice and need to schedule representation, or if you have received a disciplinary document, please forward the documents as soon as possible to ar@ccea-nv.org and a representative will contact you.

From: Jennifer McMillin
Sent: Friday, March 06, 2026 3:23 PM
To: 'smithc10@nv.ccsd.net' <smithc10@nv.ccsd.net>
Subject: FW: Request for Policy Clarification – ARL Graduate Coursework and Professional Growth Credit Eligibility

Clyde,

I sent an email that I had noted that I would send.

What were the dates for your Summer 2020 CIS 684? That is, what date did you complete that course?

Also, be advised that you can remove your Oral Warning from 2022 from your files. To have it removed, fill out the form below and send it back to me.

Title: CCF-21, Oral Warning, 2/24/22

<https://new.ccea-nv.org/wp-content/uploads/2024/03/Document-Removal-Request2024-2-24-22>

2.13.11

Jennifer McMillin
Field Representative
Phone: 702-473-1021
Email: jmcmillin@ccea-nv.org

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

If you have received an investigatory notice and need to schedule representation, or if you have received a disciplinary document, please forward the documents as soon as possible to ar@ccea-nv.org and a representative will contact you.

From: Professional Growth System <pgs@nv.ccsd.net>
Sent: Friday, March 06, 2026 10:20 AM
To: Clyde Smith [Centennial HS] <smithc10@nv.ccsd.net>
Cc: Jennifer McMillin <jmcmillin@ccea-nv.org>
Subject: Re: Request for Policy Clarification – ARL Graduate Coursework and Professional Growth Credit Eligibility

The coursework that you are here referencing which was taken while you were employed with the District (25 semester credits from the summer of 2023 through the spring of 2024) was awarded 200 CUs on September 3, 2025. It is the coursework prior to your July 29, 2020, start date that was not accepted.

Please refer to the previous email:

Licensure requirements are separate from and not related to salary advancement requirements.

The note regarding your hire date was to let you know that any credits prior to your hire date are not accepted as you had requested 296 CUs. Contact Units may only be accrued while a contracted employee with the District and not before. As CU accrual is part of the process for salary

advancement set forth by the collective bargaining agreement, it can only be undertaken when one is working under that CBA.

You may address any concerns through CCEA as they are also familiar with the process for CU accrual.

Thank you,

The Professional Growth System Review Team

PGS Resources:

[PGS Website](#)

[PGS Reference Guide](#)

[Documentation Required for CU Submissions in ELMS](#)

[ELMS Submission Examples](#)

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<https://www.ccsd.net/resources/ccsd-professional-growth-system-pgs>

The Professional Growth System Review Team
Human Resources Unit
Phone: 702-799-4747
Email: pgs@nv.ccsd.net

We value your opinion! Please take a few moments to share your experience from today's interaction with us by completing the following [survey](#).

On Fri, Mar 6, 2026 at 8:01 AM Clyde Smith [Centennial HS]
<smithc10@nv.ccsd.net> wrote:

Dear Professional Growth System Team,

I am writing to follow up regarding my request for Professional Growth credit and salary column advancement following completion of

I am writing to follow up regarding my request for Professional Growth credit and salary column advancement following completion of the Alternative Route to Licensure (ARL) program. For clarity and reference, I have attached both of my CCSD employment contracts (during the ARL period and after completion of the ARL program).

After reviewing the explanation provided for denying these credits, I would like to respectfully clarify several policy and contractual points that appear relevant to this determination.

Your response indicated that the coursework was not eligible because coursework completed prior to my hire date of **July 29, 2020 may not accrue credit units**. However, this reasoning does not appear to apply to the coursework submitted through my ARL program.

First, the coursework in question was **not completed prior to employment with CCSD**. The ARL program I completed through the University of Nevada, Las Vegas occurred from **Summer 2023 through Spring 2024**, well after my hire date with the district.

Second, the coursework was not discretionary or pre-employment coursework. The **Alternative Route to Licensure program requires candidates to complete graduate-level coursework while employed in order to obtain and maintain a Nevada teaching license**.

Nevada Administrative Code governing educator licensure provides for the **Alternative Route to Licensure pathway**, under which individuals with a bachelor's degree may be issued a conditional teaching license while completing required coursework through an approved preparation program. Under this framework, candidates must complete prescribed coursework through the ARL program in order to obtain a **Standard Nevada teaching license**.

Because the ARL structure allows candidates to teach **while completing required licensure coursework**, the coursework is part of the licensure process while employed rather than coursework taken prior to employment.

My employment contract also states that a licensed employee must maintain a valid Nevada teaching license as a condition of employment:

"An individual cannot be legally employed in the public schools of Nevada in a position requiring a license unless the individual holds a valid Nevada license."

The ARL coursework was therefore **required to obtain and maintain the licensure necessary for my continued employment** rather than coursework completed before employment.

After reviewing both of my employment contracts, several important points are clear:

- **My employment status with CCSD did not change before or after completion of the ARL program.**
- **The same Nevada licensure requirement language appears in both contracts.**
- **Completion of ARL coursework was required in order to obtain and maintain the Nevada teaching license necessary for my continued employment.**

Additionally, the contract states that the **Negotiated Agreement between the Clark County School District and the Clark County Education Association is incorporated into the employment contract and governs the terms and conditions of employment**, including salary schedule placement and advancement.

The ARL program resulted in **33 semester hours of graduate-level credit**, which were submitted through the Professional Growth System for column advancement based on educational attainment.

Given the above policy and contractual context, I respectfully request clarification on the following points:

1. **Whether graduate-level coursework completed through an approved Alternative Route to Licensure program while employed qualifies for Professional Growth credit.**
2. **The specific CCSD policy language that excludes ARL graduate coursework from column advancement.**
3. **Confirmation of how the Professional Growth System evaluates graduate credits earned through state-approved licensure programs.**

Because salary schedule placement is governed by the negotiated agreement incorporated into my contract, I have **included my union representative on this email for transparency and awareness**.

If necessary, I am prepared to pursue formal review through the contractual grievance process to ensure the negotiated agreement and Professional Growth System policies are applied consistently and in accordance with Nevada licensure regulations.

Thank you for your time and clarification.

Sincerely,

Clyde Smith, MBA, MEd

General and AP Chemistry Educator
Centennial High School
10200 W Centennial Pkwy,
Las Vegas, NV 89149
Contact: [\(702\) 799-3440](tel:7027993440) ext 3907

smithc10@nv.ccsd.net



It doesn't matter how beautiful your theory is, it doesn't matter how smart you are. If it doesn't agree with experiment, it's wrong. Professor Richard Feynman

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iMessage
Tue, Aug 12 at 12:40

Jennifer sorry to bother you, I am trying to see under the new contract agreement, can I get paid for my MBA?

Tue, Aug 12 at 15:38

Hey Clyde. No worries. Hope everything is going well with you. As far as the MBA, you'll likely not be able to get paid for that. The degree still has to be applicable to your licensure or position. That being said, we are going to send out an email in the next couple of weeks regarding the replacement process. Keep an eye out for that.

I'm working on getting the endorsement. I just did the application for it.

Thu, Oct 30 at 11:42

Hello Jennifer,

This is Clyde. I'm reaching out because I still haven't received the raise associated with completing the ARL program. I finished the program over a year ago and submitted all the required documentation, but the adjustment hasn't been reflected yet.

Could you please look into this or point me in the right direction for help? I'd really appreciate your assistance.

**Thank you,
Clyde**

I'm not familiar with any raise for completing an arl program.

You can try to submit for the Salary Review process that we negotiated or try to submit your education via the PGS.

I submitted the education via PGS a year ago.

Oh. Are you asking why you haven't received your PGS advancement?

No, I was asking for help regarding my educational advancement after I got my Masters in Education.

Okay. Unfortunately, that does not automatically occur.

I know. But I submitted all of my transcripts. All of the other teachers who graduated with me got their raises over a year ago.

Unless it was via PGS, they shouldn't have.

It was PGS.

Do you want assistance with that process?

Jennifer, I have already submitted my transcripts through PGS. I need help figuring out why I haven't gotten my raise.

Clyde, I apologize for the confusion. That's what I ask before. Then you said no.

You also submitted your degree into ELMS, correct?

And you had 225 CUs submitted?

Yes and 290 CUs.

Okay. And you've gotten no correspondence from the PGS department? Sometimes they do take awhile to approve all column advancements.

Mon, Nov 3 at 09:29

Do you want me to try to check with the PGS department? Like I said, it sometimes takes awhile, and they give back pay to the beginning of the year after approval.

I will wait a little longer.

Thank you

Okay. Let me know if /when you decide you want me to check.

Okay

Tue, Nov 25 at 13:25

Hello Jennifer can you please request to get any write ups removed from my record that is over three years old?

Tue, Nov 25 at 15:22

You may want to check your file to see what's in there that's older than 3 years and a day from your signature

I do see from my records an Oral Warning from 2/24/22.

You should be able to remove this one.

Just fill out the form in the link below and send it back to me

RaAnn Trione
Chief Human Resource Officer
Clark County School District
2852 E. Flamingo Rd.
Las Vegas, Nevada 89141

Re:

Title and Date of Document(s)

Dear Ms. Trione,
I am requesting that the above-referenced document(s) be removed from my personnel file.
Please notify me within 30 calendar days of the date of this request that the removal has taken place.

Sincerely,

Signature

Print Name

XXX-XX-
Last 4 of Social Security Number

Email

Date

Document-Removal-Request2024-3

PDF Document - 138 KB

new.ccea-nv.org

You may want to check your file to see what's in there that's older than 3 years and a day from your signature

Anything older than three years and a day from your signature can be removed.

Okay

Wed, Mar 25 at 12:18

Hi **Jennifer**, I wanted to follow up regarding my previous emails outlining the contract language and supporting documentation for my advancement credits.

From our discussion, it does not appear that the materials were fully reviewed.

Given the seriousness of the discrepancies and the supporting evidence I've already provided, I will be proceeding with legal counsel to ensure this matter is addressed appropriately.

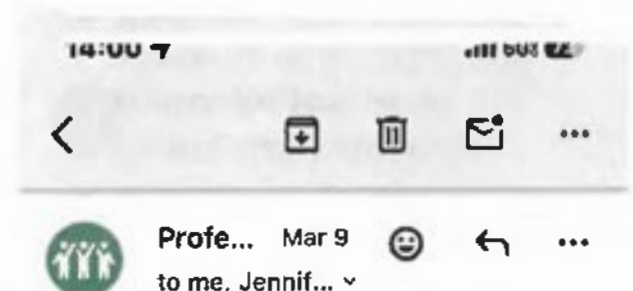
Please confirm whether there are any formal grievance steps the union will initiate or support at this point.

Clyde, are you still talking about the courses that you took prior to joining the district?

Wed, Mar 25 at 13:59

Jennifer I was working in the district when I took these courses. I started working in the district in 2015. I took these courses in 2021 to 2024. In addition, you are required to work in the district while completing the ARL program. They are wrong, trust me on this!

But you weren't a licensed teacher yet, correct?



- Articles 26-2 through 26-5 of the negotiated agreement provide the process for advancing on the salary table.
- While the contract does not specifically exclude coursework taken prior to employment, it outlines the process for employees to advance on the table per the PGS Reference Guide.

Any credits prior to your hire date are not accepted as you had requested 296 CUs. Contact Units may only be accrued while a contracted employee with the District and not before.



Rep...



For...



Hey Jennifer, there is a clear inconsistency in the district's response. They stated that the contract does not specifically exclude coursework taken prior to employment, yet my credits were denied on the basis that they were completed before my hire date. That is a direct contradiction.

Additionally, there is no language in Article 26 that explicitly requires credits to be earned only after being hired as a licensed teacher. I have been employed with CCSD since 2010, so I was already working for the district when this coursework was completed.

The contract outlines a process for advancement but does not state that credits must be earned only after hire or licensure. Denying my credits on that basis appears to be an added requirement not found in the negotiated agreement.

There is also an inconsistency in application, as others who completed the exact same coursework received different credit outcomes.

I wish I had better news for you. I wish I could advocate that the courses you earned prior to joining the bargaining unit could be used for CUs. However, the agreement between CCEA and CCSD is clear- only courses after being hired into the bargaining unit count for CUs. If you'd like to speak with our PGS department, I can give you their contact, but the answer will be the same.

Jennifer, I reviewed the entire 2025-2027 agreement, specifically Article 26, and there isn't any language that states coursework must be completed after being hired into the bargaining unit.

Article 26-8-1 says credits are used to place a licensed employee on the salary schedule, and 26-8-3 defines eligibility based on whether coursework is "related to" the assignment, endorsement, or degree pathway—not when it was taken.

Also, the ARL program coursework was required for licensure and directly aligned to my assignment, which fits squarely within that definition.

Can you point me to the exact contract clause that states coursework must be completed after hire? I want to make sure I'm interpreting this correctly based on the actual agreement.

The district acknowledges the contract does not exclude pre-employment coursework, yet is applying a restriction from a reference guide that is not part of the negotiated agreement.

Wed, Mar 25 at 16:46

The PGS guidance and advisement is only associated with our contract. Since you wouldn't have been covered under our contract prior to joining the bargaining unit, you wouldn't have been able to earn cus under the contract.

Bpearson@ccea-nv.org

The district acknowledges the contract does not exclude pre-employment coursework, yet is applying a restriction from a reference guide that is not

I do not think that's what they meant when they noted that

I understand your point, but my concern is strictly based on the contract language. Article 26 evaluates credits based on relevance to assignment, endorsements, or degree pathway, and I have not found any provision that requires coursework to be completed while under the contract or after hire.

The explanation being applied introduces a timing restriction that is not stated in the negotiated agreement. That's why I've escalated this to HR for formal clarification based on the actual contract language.

The portion of 26 you cited deals with salary placement, not the PGS. The PGS, including what counts for cus, is mostly governed by the PGS reference guide.

A reference guide is NOT enforceable over a contract

In labor law:

- Contract = binding
- Reference guide = guidance only

They cannot override Article 26 with a guide.

I understand your distinction, but since PGS determinations directly impact salary placement, they still have to align with Article 26. The contract governs placement, and coursework used for placement is addressed within it.

My concern is that the reference guide appears to introduce a timing restriction that is not stated in the negotiated agreement. That's why I've escalated this to HR for clarification based on the contract language.

Thu, Mar 26 at 13:40

The reference guide is an extenuating of the contract.

The language you referenced was about something else in

entirety- initial salary placement upon hire. PGS is post-hire.

Thu, Mar 26 at 16:11

Jennifer, you have yet to give me any evidence from the actual contract that supports the PGS claim. I have asked you several times and you keep telling me what the PGS reference guide says.

The PGS reference guide is not the contractual agreement.

In the court of law, the contract agreement is what's legally binding not the PGS reference guide.

So, the issue remains, the negotiated agreement governs professional compensation under Article 26.

The contract DOES NOT contain any language restricting coursework based on when it was taken (pre- or post-hire or licensure).

A reference guide cannot introduce new restrictions that are not explicitly stated in the agreement.

There is no clause that says:

- Credits must be earned after hire
- Credits must be earned after licensure
- PGS applies only to post-hire coursework

There is no language in Article 26 or anywhere in the agreement that restricts coursework to post-hire or post-licensure.

Therefore, applying such a restriction through PGS is adding a condition that does not exist in the negotiated agreement.

The contract (Article 26) requires completion of contact units for column advancement but does not contain any language restricting WHEN those units must be earned.

While the PGS Reference Guide is referenced for how contact units are calculated, it does not override or add

contact units are calculated, it does not override or add eligibility restrictions that are not explicitly stated in the negotiated agreement.

Additionally, it has already been acknowledged that the contract does not exclude coursework taken prior to employment **even** though I was already a licensed employee.

Therefore, applying a “post-hire only” rule is not supported by the contract language.

Jennifer, I want to clarify something important regarding how this is being interpreted.

The negotiated agreement is the legally binding document that governs compensation, as it is incorporated into our employment contract.

Article 26 references the PGS Guide for how contact units are calculated, but it does not give PGS the authority to add eligibility restrictions that are not explicitly stated in the agreement.

In other words, PGS serves as a procedural guide, but it cannot override or extend the contract itself.

Any limitation—such as restricting coursework based on when it was taken—would need to be explicitly written in the negotiated agreement.

That language does not appear anywhere in Article 26.

Thu, Mar 26 at 19:41

Think of it in terms of the parameters of the contract. You're not covered by the parameters of the contract until you're hired under the contract. Same with the PGS- it is listed in the contract and you can't start accruing CUs until you're actually covered under the contract.

The PGS guidance is an extension of the contract, or an additional agreement with the district.

The contract calls the reference guide an Addendum.

26-3-1 The CCSD and CCEA believe it is important to maintain a professional learning system which leads to improvement in student learning and educator/licensed professional practice. The PST shall recognize professional growth which promotes significant contributions to student learning and educator/licensed professional practice, and is equally accessible by all members of the bargaining unit. The PST shall reward and encourage educators/licensed professionals to remain career-long learners in order to increase student learning, enhance and update relevant skills, and have educators/licensed professionals be visible models as learners to their students and colleagues. Therefore, the Professional Growth System ("PGS") referenced in Article 26-3-3 herein shall encourage Professional Growth Plan (PGP) proposals which use evidence of updated skills and measures of student performance as the basis for column movement along the PST.

CUs may be earned only as provided in the PGS Reference Guide, which the parties agree to update and revise as soon as possible. The update and revisions may include additional requirements for earning CUs, including but not limited to, a pre-approved professional growth plan and more stringent requirements to ensure knowledge acquisition and improvement in performance.

26-3-2 The purpose of the PGS is as follows:

- a. Provide career options for licensed professionals who want to seek additional responsibility without leaving the classroom;

26-3-3

- b. Recognize and reward licensed professionals who attain and demonstrate knowledge and skills that improve instructional and professional practice, and;
- c. Recognize and reward improved licensed professional practices that are a factor in student learning and other student outcomes.

26-3-3 Consistent with the Professional Growth System Memorandum of Agreement between the CCSD and CCEA, the process for developing and implementing a Professional Growth Plan shall be as follows:

- a. Develop an Action Plan;
- b. Design the PGP;
- c. Propose and receive authorization for the PGP;
- d. Maintain evidence of the PGP;
- e. Undergo a yearly review of the PGP;
- f. Document accomplishments pertaining to the PGP.

Recruiting and retaining qualified classroom teachers in at-risk schools (as outlined in Article 26-2-2) is an important outcome of the professional salary schedule. Employees in at-risk schools as identified in Article 26-2-2, who are eligible for the two-year column movement track, shall move one column in the year following successful completion of the two-year program as long as they remain in an at-risk school as defined by Article 26-2-2. Accordingly, the parties agree to monitor progress on achieving this outcome, and if needed, shall consider modifying this Agreement to ensure that placing and retaining qualified classroom teachers in at-risk schools is being accomplished.

If using college/university credits as part of the employee's Professional Growth Plan, only units as awarded in semester hours or the equivalent quarter hours secured after the requirements for the degree have been completed for the degree, in upper division or graduate courses recognized by the Commission on Professional Standards in Education, will be recognized for use in the Professional Growth Plan.

This is the only portion of the contract which notes anything specific about the PGS. The rest is left to the reference guide. That being said, again, you are not covered by the contract until you are employed, so you cannot accrue CUs until you are hired.

Thu, Mar 26 at 21:33

The CU provision you referenced applies specifically to the accumulation of contact units under the Professional Growth System, not to the recognition of a conferred Master's degree for salary column placement.

My request is based on degree attainment, not CU accrual. Article 26 does not contain any language restricting recognition of degree-granting coursework based on when

it was completed or employment status at the time.

Additionally, the contract distinguishes between degree completion and post-degree credits, indicating that degrees themselves are treated separately from CU-based advancement.

Therefore, applying CU restrictions to a completed Master's degree is not supported by the contract language.

I need to clarify something important because it directly affects your interpretation. I was already employed with CCSD prior to and during the time I completed this coursework.

Because of that, the statement that I was not covered by the contract or could not accrue credits is factually incorrect.

Additionally, my request is based on recognition of a conferred Master's degree for salary placement, not CU accumulation under PGS.

So even if CU rules applied—which they do not in this case—the premise that I **was** not employed would still not apply to my situation.

I also want to clarify that I was employed under a P1 contract, which reflects my status as a licensed employee covered under the negotiated agreement.

My professional license was issued on 05/29/2020, and I continued and completed my graduate coursework while employed in that capacity.

Therefore, the position that I **was** not covered by the contract or not a licensed employee during this time does not apply.

My request is based on a conferred Master's degree earned while I **was** a licensed employee under contract, and the contract does not contain any provision allowing that degree to be excluded based on timing of individual coursework

Good night Jennifer!

Fri, Mar 27 at 07:47

From what I can tell, it looks like the courses that were rejected were those that you took before entering the bargaining unit (CCEA/CCSD unit), correct?

We are talking about the PGS, not initial salary placement here also, correct?

If you want to speak about initial salary placement when entering the district, that is a different conversation.

However, the word is final on the PGS and I'm not going to argue with you, you cannot earn CUs (PGS credits) for courses you took prior to being hired in the bargaining unit.

Jennifer, I think there may be a misunderstanding about how the contract applies here.

Nothing in Article 26 states that a completed degree can only be recognized at initial hire. The contract language focuses on earning credits or degrees—not when they were earned relative to hire date.

I completed a Master's degree with graduate-level coursework, and that degree was conferred while I was a licensed employee of CCSD.

Under the contract, that qualifies me for advancement to MA salary column.

Also, if degrees were only recognized at initial placement, then there would be no mechanism for current employees to advance columns by earning advanced degrees while employed—which contradicts the entire purpose of Article 26.

Additionally, other ARL candidates with the same coursework have received full credit, so the issue here is inconsistent application—not contract limitation.

You are talking about two different things- salary

placement and the PGS. I do not want you to get confused further, so if you'd like to talk about initial salary placement, please just call me

Jennifer, I understand what you're saying about PGS and CUs, but my situation is not based on earning standalone PGS credits.

These were degree-granting graduate courses that resulted in a completed Master's degree while I was employed. Article 26 governs column advancement based on earned degrees and credits, and it does not state that coursework must be taken after entering the bargaining unit to qualify.

PGS guidelines cannot override the negotiated contract language. If the contract does not exclude this coursework, then applying that restriction through PGS creates a conflict.

Also, this standard has not been applied consistently—other ARL candidates with the same coursework were granted full credit.

So this is not about earning CUs prior to hire—it is about proper placement based on a completed advanced degree under the contract.

In terms of salary placement, you are not re-placed on the salary table again just because you earned a masters while employed. Again, you are not reading what I've said, and I'm not willing to argue with you about the PGS as the word is final. I've addressed every single one of those points for you already.

Just because you do not like the answer, does not mean the answer will change.

Jennifer, I need to be clear that my concerns have not been addressed.

At no point have you identified any specific language in Article 26 that excludes degree-granting coursework completed prior to entering the bargaining unit or during

employment.

My questions have consistently been about **WHAT THE CONTRACT** actually states, and that has not been shown.

Instead, the responses have relied on PGS interpretation, which does not override the negotiated contract.

Given that, I disagree with the position being taken and will be pursuing this matter through external review so it can be evaluated against the actual contract language.

My attorney will handle it from here.

Thank you for your time.

Again, the answer is that you are not covered by the contract until you are employed, so you cannot earn PGS credits prior to being employed.

This is not interpretation.

Think of the PGS like movement, as it allows you to move columns. And you cannot move columns, until you are actually initially placed in those columns. Too, think of the PGS in terms of purpose. The purpose of the PGS is to promote professional learning after hire.

Jennifer, I need to correct a few points.

First, I was already a licensed and contracted employee, not someone outside the bargaining unit in the way you're describing.

Second, my records—including my employment status and coursework—do not appear to have been fully reviewed before this determination was made.

Third, my concern has never been about earning PGS credits prior to employment. It has been about proper placement and advancement based on a completed Master's degree under the contract, which still has not been addressed with any specific contract language.

At this point, I disagree with the position being taken, and I

My understanding from your emails, as well as the emails from the PGS department, was that they accepted your credits from after your hire into the bargaining unit, but not before. Are you saying you believe this to be incorrect? The PGS department noted in email to you that they awarded you 200 CUs based on your courses, but did not award you CUs for courses prior to your start date in the bargaining unit- 7/2020.

Again, the district would not place you anew (as a new employee) after you are hired. There is only language in The contract regarding initial placement upon hire. However, there is no contract language to support new placement on the salary based on degree earned after hire. There is the SRAP process if you were affected by compaction or not initially placed on the 2024 salary table. It looks like you did not initially submit all documentation needed in relation to that process.

EXHIBIT 8

**Transcripts, ARL Coursework Records, ARL Completion Certificate, and PGS
Denial Comments (ELMS)**

Official Transcript

Student ID: 5004617314

Name: Smith, Clyde L

09/29/2024

Page 1 of 2

Order Nbr:

001937840

Degrees Awarded

Degree: Master of Education
Confer Date: 08/16/2024
Plan: Curriculum and Instruction
Sub-Plan: Secondary Science Education

Beginning of Graduate Record

2020 Spring

			Att	Ehr	Grd	
CIS	602	Sec School Practicum	3.00	3.00	A	
Course		Service Learning Course				
Attributes:						
CIS	603	Sec Process and Instr	3.00	3.00	A	
CIS	604	Sec Classroom Management	3.00	3.00	A	
			Att	Earned	Points	GPA
Term Totals:			9.00	9.00	36.00	4.00
			Att	Earned	Points	GPA
Cumulative Totals:			9.00	9.00	36.00	4.00

2020 Summer

			Att	Ehr	Grd	
CIS	684	Sec Education Curriculum	3.00	3.00	B	
			Att	Earned	Points	GPA
Term Totals:			3.00	3.00	9.00	3.00
			Att	Earned	Points	GPA
Cumulative Totals:			12.00	12.00	45.00	3.75

2020 Fall

			Att	Ehr	Grd	
CIS	563	Tchg Secondary Science	0.00	0.00	W	
			Att	Earned	Points	GPA
Term Totals:			0.00	0.00	0.00	0.00
			Att	Earned	Points	GPA
Cumulative Totals:			12.00	12.00	45.00	3.75

2021 Spring

			Att	Ehr	Grd	
CIS	563	Tchg Secondary Science	3.00	0.00	F	
		Repeated - Exclude Hours and GPA				
CIT	602	Technology Secondary Curr	3.00	0.00	F	
		Repeated - Exclude Hours and GPA				
			Att	Earned	Points	GPA
Term Totals:			6.00	0.00	0.00	0.00

	Att	Earned	Points	GPA	GP Bal
Cumulative Totals:	18.00	12.00	45.00	3.75	9.00

2021 Summer

			Att	Ehr	Grd	
CIT	602	Technology Secondary Curr	3.00	0.00	F	
		Repeated - Exclude Hours and Include GPA				
ESP	701	Intro to Sp Ed & Leg Iss	3.00	0.00	F	
		Repeated - Exclude Hours and GPA				
			Att	Earned	Points	GPA
Term Totals:			6.00	0.00	0.00	-9.00
			Att	Earned	Points	GPA
Cumulative Totals:			24.00	12.00	45.00	3.00

2022 Fall

			Att	Ehr	Grd	
CIS	563	Tchg Secondary Science	3.00	0.00	F	
		Repeated - Exclude Hours and Include GPA				
CIT	602	Technology Secondary Curr	3.00	0.00	F	
		Repeated - Exclude Hours and Include GPA				
ESP	730	Parent Involv Sp & Gen Ed	3.00	0.00	F	
		Repeated - Exclude Hours and GPA				
			Att	Earned	Points	GPA
Term Totals:			9.00	0.00	0.00	-18.00
			Att	Earned	Points	GPA
Cumulative Totals:			33.00	12.00	45.00	2.14

2023 Summer

			Att	Ehr	Grd	
CIG	690	Tchrs Action Researchers	3.00	3.00	A	
CME	705	Multicultural Education	3.00	3.00	B	
EPY	709	Classroom Assessment	3.00	3.00	A	
ESP	701	Intro to Sp Ed & Leg Iss	3.00	3.00	A-	
		Repeated - Include Hours and GPA				
ESP	730	Parent Involv Sp & Gen Ed	3.00	3.00	A	
		Repeated - Include Hours and GPA				
			Att	Earned	Points	GPA
Term Totals:			15.00	15.00	56.10	3.74
			Att	Earned	Points	GPA
Cumulative Totals:			48.00	27.00	101.10	2.80

2023 Fall

			Att	Ehr	Grd	
CIG	697	C&I Cul Exp	1.00	1.00	S	
CIS	563	Tchg Secondary Science	3.00	3.00	A	
		Repeated - Include Hours and GPA				
CIT	602	Technology Secondary Curr	3.00	3.00	A	
		Repeated - Include Hours and GPA				
			Att	Earned	Points	GPA
Term Totals:			7.00	7.00	24.00	4.00

THIS OFFICIAL UNIVERSITY TRANSCRIPT DOES NOT
REQUIRE A RAISED SEAL



CLARK COUNTY SCHOOLS
United States

SAM J. FUGAZZOTTO, ED.D.
OFFICE OF THE REGISTRAR



Official Transcript

Student ID: 5004617314

Name: Smith, Clyde L

09/29/2024

Page 2 of 2

Order Nbr:

001937840

		Alt	Earned	Points	GPA	GP Bal
Cumulative Totals:		55.00	34.00	125.10	2.97	-0.90
2024 Spring						
TESL 752	Methods and Curriculum for ELs	3.00			3.00	A-
		Alt	Earned	Points	GPA	GP Bal
Term Totals:		3.00	3.00	11 10	3.70	2.10
		Alt	Earned	Points	GPA	GP Bal
Cumulative Totals:		58.00	37.00	136.20	3.02	1.20
Graduate Career Totals						
Cumulative Totals:		58.00	37.00	136.20	3.02	1.20

End of Official Transcript

THIS OFFICIAL UNIVERSITY TRANSCRIPT DOES NOT
REQUIRE A RAISED SEALSAM J. FUGAZZOTTO, ED.D.
OFFICE OF THE REGISTRAR

Category	Round	Approved CUs/Step Hours	Category Max	Accrued CUs/Step Hours
SMITH	CLYDE	smithc10	10081049	
College coursework in Education	Round1	200.0	999.00	200.0
Round Total				200.0

[illegible]

Plan History

ated in the ELMS starting in the 2018-2019 school year. The paper-based 2016-2017 and 2017-2018 PGPs need to be uploaded by the Add CU Activity' button on the homepage. Refer to the tutorials found on the PGS Department website via <http://bit.ly/PGSTutorials> for

	Open Date	Due Date	Status	Opt-In/Opt-Out
	5/26/22 5:00 PM	10/31/22 5:00 PM	Complete	Opt-In
	5/28/21 12:00 AM	10/31/21 5:01 PM	Canceled	Not Completed
	5/20/20 10:00 PM	10/31/20 4:59 PM	Canceled	Opt-In

SELF-REPORTED TRAINING

This is a list of your self-reported training. You may enter training you have taken that is not represented in the system library.

Search:

New Delete Mark As Complete

☐	Name	Activity Type
☐	/ College Coursework	ZZ- Self Report Tra...
☐	/ University of Nevada Las Vegas S...	ZZ- Self Report Tra...
☐	/ College Classes	ZZ- Self Report Tra...

COMMENTS

APPROVER COMMENTS

University of Nevada, Las Vegas, Summer 2023 to Spring 2024, 25 semester hours - 200 CUs. Coursework prior to 7/29/20 may not accrue CUs. CIG 690, CME 705, ESP 709, ESP 701, ESP 730, CIG 691, CIG 563, CIT 602, CIT 51, 752

OK

Selected Items: 0 | Records: 3

Associations	Form	Comments
	CU Submission Form for Self-Rep...	☐
	CU Submission Form for Self-Rep...	☐
	CU Submission Form for Self-Rep...	☐

UNLV
College of Education

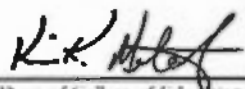
THIS CERTIFIES THAT

CLYDE SMITH

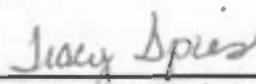
has successfully completed the required course of study for Alternative Route to Licensure
Professional Development Requirements, for The Department of Teaching and Learning
with an emphasis in
Secondary Education – Biological Science
and is therefore awarded this

CERTIFICATE OF ARL PROFESSIONAL
DEVELOPMENT COMPLETION

Given this 20th day of May, 2020



Dean of College of Education



Associate Dean of Academic and
Professional Programs

THIS CERTIFICATE VERIFIES THE COMPLETION OF

The Praxis Core Academic Skills for Education Exams OR
California Basic Education Skills Test



The Praxis II Exam – BIOLOGICAL SCIENCE



CIS 602 - Classroom Observation and Teaching Hours



CIS 603 - Secondary Process and Instruction



CIS 604 - Classroom Management – Secondary Education



EXHIBIT 9

HR Response and Correspondence Concerning Degree Recognition and PGS Accrual
(HR Chief Triana thread, Formal Demand, Contract-Based Clarification
requests)



Clyde Smith [Centennial HS] <smithc10@nv.ccsd.net>

Email Communications to HR Chief Triana

7 messages

Cedric Cole [Human Resources] <colec@nv.ccsd.net>

Mon, Mar 30, 2026 at 11:59 AM

To: "Clyde Smith [Centennial HS]" <smithc10@nv.ccsd.net>

Cc: "Erik Skramstad [Human Resources]" <skramea@nv.ccsd.net>

Good afternoon, Mr. Smith,

I am reaching out to you on behalf of Chief Triana regarding your emails, including the email dated March 26, 2026, with the subject: Formal Demand for Salary Adjustment – Contract Supremacy, Mandatory Licensure Coursework, Salary Misclassification, and Disparate Treatment. While I empathize with your situation, the documentation we have does not support your assertions. Specifically, our records indicate that:

- You were hired by CCSD as a licensed employee on 10/1/15.
- You transferred from a licensed employee to a substitute on 12/22/19, leaving the licensed employee group.
- You were then rehired as a licensed employee on 7/29/20.

Now, your UNLV coursework (attached) for PGS advancement accrual was reviewed as follows:

- **Spring and Summer 2020 coursework** – This coursework was completed while you were a substitute and not a licensed employee covered by the CCEA contract; therefore, this coursework is ineligible for PGS advancement accrual.
- **Fall 2020 coursework** – This coursework does not accrue because you withdrew from the course.
- **Spring 2021, Summer 2021, and Fall 2022 coursework** – This coursework does not accrue, as you failed the attempted coursework.
- **Summer 2023, Fall 2023, and Spring 2024 coursework** – This coursework did accrue 200 CUs (25 semester credits, 8 CUs per semester credit).

Again, I truly empathize with your situation, but I would recommend exercising your rights under the negotiated agreement if you still disagree with what has been previously communicated to you from the PGS department. I would also offer that if you are unsure how to do so, I recommend consulting an Association (Union) representative, as they are best positioned to assist you in navigating the processes outlined in the negotiated agreement.

Kind regards

**Cedric Cole, MPA**

Assistant Human Resources Officer
Human Resources Unit - ODAA, EMR, Compliance, PGS

Nedra Joyce Communication Center (Bldg #5) | 4212 E. Eucalyptus Ave Annex
Las Vegas, NV 89121

Phone: 702-799-5087

Email: colecg@nv.ccsd.net

We value your opinion! Please take a few moments to share your experience from today's interaction with us by completing the following [survey](#).

4 attachments

Smith, Clyde - UNLV.9.29.2024 (1).pdf
568K

CS 12.35am - Request for Review of Advancement Credit – ARL Program Completion (1).pdf
190K

CS 12.23am - Request for Review of Advancement Credit – ARL Program Completion (1).pdf
312K

CS 8.01am - Request for Review of Advancement Credit – ARL Program Completion (1).pdf
363K

Clyde Smith [Centennial HS] <smithc10@nv.ccsd.net>

Mon, Mar 30, 2026 at 12:45 PM

To: "Cedric Cole [Human Resources]" <colecg@nv.ccsd.net>

This communication serves as my final written position regarding my contractual entitlement to placement on the MA salary schedule under Article 26 of the Negotiated Agreement.

I. Contractual Silence Prohibits Imposed Restrictions

The District has explicitly acknowledged in writing that Article 26 “does not specifically exclude coursework taken prior to employment.”

Where a negotiated agreement is silent, the District cannot impose additional restrictions that limit employee rights.

Under the legal rule of contract construction (*expressio unius est exclusio alterius*), if the parties intended to exclude pre-hire coursework, such a restriction would have been explicitly stated.

Because no such restriction exists, the District cannot impose a "post-hire only" requirement that **was** not negotiated or ratified.

II. Article 26-8-3-7 Requires Placement Based on Degree Conferral

Article 26-8-3-7 explicitly states that advanced degrees "**will be recognized for advancement.**"

This is mandatory language.

A conferred Master's degree establishes eligibility for placement on the MA salary schedule. This is **a degree-based classification**, not a Contact Unit (CU) accumulation process.

The District's attempt to evaluate **a** conferred degree under CU rules is inconsistent with the contractual structure governing degree recognition.

III. The Licensure Connection Confirms Relevancy

Article 26-8-3-7 requires that degrees be valid for Nevada certification.

Because:

- Certification is the basis for licensure
- Licensure is required to hold the teaching assignment

Any degree used to obtain that license is, by definition, pertinent to the position and must be recognized for advancement to the appropriate salary column.

IV. Improper Use of the PGS Guide

The PGS Reference Guide governs Contact Unit accumulation, not degree placement.

Applying CU-based timing or accrual rules to **a** conferred Master's degree is outside the scope of the Guide and conflicts with Article 26.

V. Degree-Based Placement Is Independent of CU Accrual

Placement on the **MA** salary schedule is governed by **degree conferral**, not CU accumulation.

While CU calculations confirm the extent of professional growth, they are not the controlling mechanism for degree-based salary placement under Article 26-8-3-7.

VI. Absence of a “Post-Hire” Restriction

Neither Article 26 nor the PGS Guide contains any requirement that coursework must be completed after hire.

The District has admitted this in writing. Therefore, the application of a “post-hire only” rule is not contractual.

VII. Relevancy Requirement Is Fully Satisfied

The PGS Guide requires coursework to be related to the assignment or license.

Because:

- The teaching assignment requires licensure
- The Master's degree was required for licensure

The relevancy requirement is fully met.

VIII. SRAP (Article 26-26) Confirms Corrective Placement

Article 26-26-4-b allows current employees to seek salary placement review based on educational attainment.

This provision:

- Applies to current employees
- Requires proof of degree conferral and relevance
- Does not impose a timing restriction

This is the correct contractual mechanism to address improper placement.

IX. Specific Clause Controls Over General Provisions

Article 26-8-3-7 governs degree recognition and placement.

General provisions related to CU accumulation or time-based movement do not override the specific mandate requiring recognition of advanced degrees.

X. Violation of Equal Access Requirement

Article 26-3-1 requires the system to be “**equally accessible by all members of the bargaining unit.**”

Applying **an** unwritten timing restriction to deny degree-based placement—while recognizing other credits—constitutes unequal and arbitrary enforcement.

XI. Conclusion

The contract:

- Does not impose a timing restriction
- Mandates recognition of qualifying advanced degrees
- Links licensure and advancement
- Provides **a** corrective mechanism (SRAP)

Based on the plain language of Article 26, my conferred Master’s degree meets **all** contractual requirements for advancement.

Accordingly, I **am** entitled to placement on the **MA salary schedule**.

XII. Refined Rebuttal: Master’s Degree Recognition & Salary Alignment

[UNCHANGED — your full section remains exactly **as** written]

Final Notice

This will be the final email I send regarding this matter. If this issue is not resolved in accordance with the contractual language outlined above, I will proceed by filing with the Employee-Management Relations Board (EMRB).

Clyde Smith, MBA, MEd

Clyde Smith, MBA, MEd
General and AP Chemistry Educator
Centennial High School
10200 W Centennial Pkwy,

Las Vegas, NV 89149

Contact: (702) 799-3440 ext 3907

smithc10@nv.ccsd.net



It doesn't matter how beautiful your theory is, it doesn't matter how smart you are. If it doesn't agree with experiment, it's wrong. Professor Richard Feynman

[Quoted text hidden]

Clyde Smith [Centennial HS] <smithc10@nv.ccsd.net>

Mon, Mar 30, 2026 at 12:52 PM

To: "Cedric Cole [Human Resources]" <colecg@nv.ccsd.net>

I don't think that any of you even read the contract. If you look at my transcripts you will see that I finished every course with an A or B. I only withdrew because I got covid a couple of times. I finished the degree and it was conferred. V/r

Clyde Smith, MBA, MEd
General and AP Chemistry Educator
Centennial High School
10200 W Centennial Pkwy,
Las Vegas, NV 89149
Contact: (702) 799-3440 ext 3907
smithc10@nv.ccsd.net



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On Mon, Mar 30, 2026 at 12:01 PM Cedric Cole [Human Resources]

<colecg@nv.ccsd.net> wrote:

[Quoted text hidden]

Clyde Smith [Centennial HS] <smithc10@nv.ccsd.net>

Mon, Mar 30, 2026 at 12:56 PM

To: "Cedric Cole [Human Resources]" <colec@nv.ccsd.net>

This communication serves as my final written position regarding my contractual entitlement to placement on the MA salary schedule under Article 26 of the Negotiated Agreement.

I. Contractual Silence Prohibits Imposed Restrictions

The District has explicitly acknowledged in writing that Article 26 "does not specifically exclude coursework taken prior to employment."

Under the legal rule of contract construction (*expressio unius est exclusio alterius*), if the parties intended to exclude pre-hire coursework, such a restriction would have been explicitly stated.

Because no such restriction exists, the District cannot impose a "post-hire only" requirement that was not bargained for or ratified.

II. Degree Conferral Controls Salary Placement (Article 26-8-3-7)

My official transcript confirms:

- **Degree:** Master of Education
- **Confer Date:** 08/16/2024

This is the controlling fact.

Article 26-8-3-7 mandates that advanced degrees "**will be recognized for advancement.**"

This is mandatory language.

Placement on the MA salary schedule is triggered by **degree conferral**, not by when individual courses were taken or whether they occurred during a specific employment status.

III. The District's "Substitute vs. Licensed" Argument Is Irrelevant to Degree Recognition

The District's position attempts to deny coursework completed during periods of substitute status.

This argument fails because:

- Degree-based advancement under Article 26-8-3-7 is based on the **conferred credential**, not the employment classification at the time individual courses were taken
- The contract contains **no language conditioning degree recognition on continuous licensed status during coursework completion**
- The degree was ultimately **earned, conferred, and is valid for licensure and assignment**

Therefore, breaking apart the degree into individual course timelines is inconsistent with how degree recognition is governed under the contract.

IV. The Licensure Connection Confirms Mandatory Recognition

Article 26-8-3-7 requires that degrees be valid for Nevada certification.

Because

- Certification is the basis for licensure
- Licensure is required for the teaching assignment

The Master's degree directly satisfies the contractual requirement of being "pertinent to the position" and must be recognized for advancement.

V. Improper Use of the PGS Guide

The PGS Reference Guide governs Contact Unit (CU) accumulation—not degree placement.

The District is improperly attempting to:

- Reclassify a conferred Master's degree as a CU activity
- Apply CU accrual restrictions (including employment status timing)

This exceeds the scope of the Guide and conflicts with Article 26.

VI. Absence of Any Timing Restriction

Neither:

- Article 26
- Nor the PGS Reference Guide

contains any requirement that coursework must be completed after hire or while in a licensed position.

The District has admitted this.

Therefore, the denial is based on a restriction that does not exist in the negotiated agreement.

VII. Relevancy Requirement Is Fully Satisfied

The PGS Guide requires coursework to be related to the assignment or license.

Because:

- The teaching assignment requires licensure
- The Master's degree was required for licensure

The relevancy requirement is fully met.

VIII. SRAP (Article 26-26) Confirms Correct Placement

Article 26-26-4-b allows current employees to seek review based on educational attainment.

This provision:

- Applies to current employees
- Requires proof of degree conferral and relevance
- Does not impose any timing restriction

This is the appropriate mechanism for correcting my salary placement.

IX. Equal Access Requirement Is Violated

Article 26-3-1 requires the system to be "equally accessible by all members of the bargaining unit."

The District has:

- Accepted portions of my transcript for CU credit
- Rejected other portions of the same degree based on an unwritten timing rule

This selective application creates inconsistency and violates the equal access requirement.

X. Conclusion

The controlling facts are clear:

- My Master's degree has been **conferred (08/16/2024)**
- The degree is **valid for licensure and assignment**
- Article 26-8-3-7 mandates recognition for advancement
- No contractual timing restriction exists

Accordingly, I meet all contractual requirements for placement on the **MA salary schedule**.

The denial of this placement is based on an extra-contractual interpretation and is inconsistent with the negotiated agreement.

XI. Refined Rebuttal: Master's Degree Recognition & Salary Alignment

[UNCHANGED — your full section remains exactly as written]

Final Notice

This will be the final email I send regarding this matter. If this issue is not resolved in accordance with the contractual language outlined above, I will proceed by filing with the Employee-Management Relations Board (EMRB).

Clyde Smith, MBA, MEd

Clyde Smith, MBA, MEd
General and AP Chemistry Educator
Centennial High School
10200 W Centennial Pkwy,
Las Vegas, NV 89149

Contact: (702) 799-3440 ext 3907
smithc10@nv.ccsd.net



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On Mon, Mar 30, 2026 at 12:01 PM Cedric Cole [Human Resources]
<colec@nv.ccsd.net> wrote:
[Quoted text hidden]

 unlv transcript.pdf
8K

Cedric Cole [Human Resources] <colec@nv.ccsd.net>

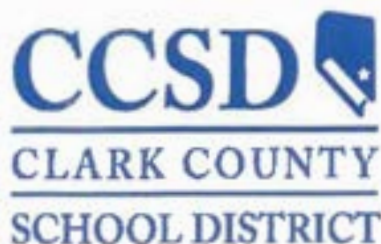
Mon, Mar 30, 2026 at 1:15
PM

To: "Clyde Smith [Centennial HS]" <smithc10@nv.ccsd.net>
Cc: "Erik Skramstad [Human Resources]" <skramea@nv.ccsd.net>

Mr. Smith,

Again, I truly empathize with your situation, but I would recommend exercising your rights under the negotiated agreement, as you disagree with what has been communicated to you thus far. The manner in which this needs to be resolved is outlined in the negotiated agreement, and an Association (Union) representative should be able to assist you in navigating that agreement.

Kind regards.



Cedric Cole, MPA

Assistant Human Resources Officer
Human Resources Unit - ODAA, EMR, Compliance, PGS

Nedra Joyce Communication Center (Bldg #5) | 4212 E. Eucalyptus Ave, Annex
Las Vegas, NV 89121

Phone: 702-799-5087

Email: colec@nv.ccsd.net

We value your opinion! Please take a few moments to share your experience from today's interaction with us by completing the following [survey](#).

[Quoted text hidden]

Clyde Smith [Centennial HS] <smithc10@nv.ccsd.net>

Mon, Mar 30, 2026 at 2:29 PM

To: "Cedric Cole [Human Resources]" <colecg@nv.ccsd.net>

Thank you for your time Cedric, my attorney will handle it from here. V/r

Clyde Smith, MBA, MEd
General and AP Chemistry Educator
Centennial High School
10200 W Centennial Pkwy,
Las Vegas, NV 89149
Contact: (702) 799-3440 ext 3907
smithc10@nv.ccsd.net



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[Quoted text hidden]

Cedric Cole [Human Resources] <colecg@nv.ccsd.net>

Mon, Mar 30, 2026 at 2:30 PM

To: "Clyde Smith [Centennial HS]" <smithc10@nv.ccsd.net>

Cc: "Erik Skramstad [Human Resources]" <skramea@nv.ccsd.net>

Understood, Mr. Smith.



Cedric Cole, MPA

Assistant Human Resources Officer
Human Resources Unit - ODAA, EMR, Compliance, PGS

Nedra Joyce Communication Center (Bldg #5) | [4212 E. Eucalyptus Ave](#) Annex
Las Vegas, NV 89121

Phone: 702-799-5087

Email: colecg@nv.ccsd.net

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[Quoted text hidden]



Clyde Smith [Centennial HS] <smithc10@nv.ccsd.net>

Request for Contract-Based Clarification – Article 26 Salary Placement to MA

1 message

Clyde Smith [Centennial HS] <smithc10@nv.ccsd.net>

Sat, Mar 28, 2026 at 6:40 PM

To: "RoAnn Triana [Human Resources]" <trianrd@nv.ccsd.net>

Dear Ms. Triana,

Thank you for your continued review of this matter.

To assist in ensuring clarity, I am providing a focused summary of the issue based on the language of the negotiated agreement.

The District's current determination appears to rely on a timing-based restriction (pre-hire coursework exclusion) that is not present in Article 26 or the PGS Reference Guide. The attached exhibits demonstrate:

- Article 26 does not exclude coursework based on timing
- The PGS Guide recognizes coursework tied to licensure without such limitation
- The denial relies on an internal interpretation rather than contract language
- Similar coursework from the same ARL program has been approved for other employees

Based on this, I am requesting identification of the specific provision in Article 26 that supports the application of this timing restriction.

If no such provision exists, I respectfully request reconsideration of my placement based on the contract as written.

Thank you for your time and attention.

Respectfully,

Clyde Smith, MBA, MEd
General and AP Chemistry Educator
Centennial High School

10200 W Centennial Pkwy,

Las Vegas, NV 89149

Contact: (702) 799-3440 ext 3907

smithc10@nv.ccsd.net



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Clyde Smith [Centennial HS] <smithc10@nv.ccsd.net>

Final Notice: Contractual Entitlement to Placement on MA Salary Schedule

1 message

Clyde Smith [Centennial HS] <smithc10@nv.ccsd.net>

Mon, Mar 30, 2026 at 1:02 PM

To: "RoAnn Triana [Human Resources]" <trianrd@nv.ccsd.net>

This communication serves as my final written position regarding my contractual entitlement to placement on the MA salary schedule under Article 26 of the Negotiated Agreement.

I. Contractual Silence Prohibits Imposed Restrictions

The District has explicitly acknowledged in writing that **Article 26 "does not specifically exclude coursework taken prior to employment."**

Under the legal rule of contract construction (*expressio unius est exclusio alterius*), if the parties intended to exclude pre-hire coursework, such a restriction would have been explicitly stated.

Because no such restriction exists, the District cannot impose a "post-hire only" requirement that was not bargained for or ratified.

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My official transcript confirms:

- **Degree:** Master of Education
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This argument fails because:

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IV. The Licensure Connection Confirms Mandatory Recognition

Article 26-8-3-7 requires that degrees be valid for Nevada certification.

Because:

- Certification is the basis for licensure
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The Master's degree directly satisfies the contractual requirement of being **"pertinent to the position"** and must be recognized for advancement.

V. Improper Use of the PGS Guide

The PGS Reference Guide governs Contact Unit (CU) accumulation—not degree placement.

The District is improperly attempting to:

- Reclassify a conferred Master's degree as a CU activity
- Apply CU accrual restrictions (including employment status timing)

This exceeds the scope of the Guide and conflicts with Article 26.

VI. Absence of Any Timing Restriction

Neither:

- Article 26
- Nor the PGS Reference Guide

contains any requirement that coursework must be completed after hire or while in a licensed position.

The District has admitted this.

Therefore, the denial is based on a restriction that does not exist in the negotiated agreement.

VII. Relevancy Requirement Is Fully Satisfied

The PGS Guide requires coursework to be related to the assignment or license.

Because:

- The teaching assignment requires licensure
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This provision:

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Article 26-3-1 requires the system to be **"equally accessible by all members of the bargaining unit."**

The District has:

- Accepted portions of my transcript for CU credit
- Rejected other portions of the same degree based on an unwritten timing rule

This selective application creates inconsistency and violates the equal access requirement.

X. Conclusion

The controlling facts are clear:

- My Master's degree has been **conferred (08/16/2024)**
- The degree is **valid for licensure and assignment**
- Article 26-8-3-7 mandates recognition for advancement
- No contractual timing restriction exists

Accordingly, I meet all contractual requirements for placement on the **MA salary schedule**.

The denial of this placement is based on an extra-contractual interpretation and is inconsistent with the negotiated agreement.

XI. Refined Rebuttal: Master's Degree Recognition & Salary Alignment

[UNCHANGED — your full section remains exactly as written]

Final Notice

This will be the final email I send regarding this matter. If this issue is not resolved in accordance with the contractual language outlined above, I will proceed by filing with the

Employee-Management Relations Board (EMRB).

Clyde Smith, MBA, MEd

Clyde Smith, MBA, MEd
General and AP Chemistry Educator
Centennial High School
10200 W Centennial Pkwy,
Las Vegas, NV 89149
Contact: (702) 799-3440 ext 3907
smithc10@nv.ccsd.net



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 **unlv transcript.pdf**
8K



Clyde Smith [Centennial HS] <smithc10@nv.ccsd.net>

Formal Demand for Salary Adjustment – Contract Supremacy, Mandatory Licensure Coursework, Salary Misclassification, and Disparate Treatment

3 messages

Clyde Smith [Centennial HS] <smithc10@nv.ccsd.net>

Thu, Mar 26, 2026 at 12:50 PM

To: "RoAnn Triana [Human Resources]" <trianrd@nv.ccsd.net>

Dear Ms. Triana,

This letter **serves as** a formal demand for the immediate correction of my salary placement and the issuance of retroactive compensation.

The District's denial of my graduate coursework is based on **an** interpretation that is not supported by the Negotiated Agreement and is contradicted by its own written admissions and inconsistent application **across** similarly situated employees.

I. Contract Supremacy Over Administrative Guidelines

My employment contract explicitly incorporates the Negotiated Agreement as the governing authority for compensation. Under NRS 288, collectively bargained agreements are legally binding and cannot be altered or overridden by internal administrative materials such **as** the PGS Reference Guide.

The District is improperly using the Reference Guide to impose restrictions not found in Article 26.

II. District Admission (March 9, 2026)

PGS confirmed:

"The contract does not specifically exclude coursework taken prior to employment."

Despite this, the District continues to enforce **a** restriction that does not exist in the contract.

III. Mandatory ARL Coursework for Licensure

My UNLV ARL coursework (2020–2024) was:

- Required to obtain and maintain my teaching license
- Required for continued employment
- Completed while actively employed
- Directly aligned with my teaching assignment

This includes coursework such as CIS 602, CIS 603, CIS 604, EDSC 481/482, and other graduate-level courses in curriculum and instruction.

These are **mandatory licensure requirements**, not optional CEUs.

IV. Degree-Based Salary Placement (Contractual Requirement)

Article 26 establishes that:

- Degree attainment determines minimum salary column
- CEUs/CUs determine advancement beyond that column

Because I earned a Master of Education:

⇒ I must be placed at a minimum of the MA column

The District is improperly:

- Treating degree-producing coursework as optional CEUs
 - Ignoring the degree that those credits produced
-

V. Documented Employment and Licensure Timeline

- Licensed since 2015
- ARL License issued May 29, 2020
- Contracted licensed employee (P1/P2) during 2020–2022
- Coursework completed 2020–2024 while employed

This directly contradicts the “prior to hire” claim.

VI. Salary Misclassification (Verified)

Current salary:

⇒ \$62,357 (BA Column, Step D)

Minimum correct placement:

⇒ Step E – MA (~\$84,774)

VII. Evidence of Disparate Treatment

I have documented evidence that other educators who:

- Completed the **same** UNLV ARL program
- During the **same** timeframe
- Took the **same** coursework

were granted:

- ✓ Full credit for their coursework
- ✓ Proper column advancement

This demonstrates inconsistent and inequitable application of both Article 26 and the PGS Reference Guide.

VIII. Salary Compression

Additionally, newly hired teachers with Master's degrees **are** placed at higher salary columns than my current placement despite my greater tenure.

IX. Formal Demand and Deadline

I am providing the District **ten (10) business days from receipt of this letter** to:

1. Correct my salary placement to at least Step E – MA
 2. Recognize all ARL coursework required for licensure
 3. Evaluate credits for MA+ column placement
 4. Issue full retroactive compensation
-

X. Notice of Next Action

If this matter is not resolved within ten (10) business days, I will proceed with:

- Filing a **Prohibited Practice Complaint** with the Nevada Employee-Management Relations Board (EMRB)
- Asserting unlawful unilateral modification of contract terms
- Pursuing all additional legal remedies

I request a written response identifying the contractual authority supporting the District's position.

Employee ID: 10081049

Clyde Smith, MBA, MEd
General and AP Chemistry Educator
Centennial High School
10200 W Centennial Pkwy,
Las Vegas, NV 89149
Contact: (702) 799-3440 ext 3907
smithc10@nv.ccsd.net



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Screen Shot 2026-03-26 at 12.19.25 PM (1).png
504K

RoAnn Triana [Human Resources] <trianrd@nv.ccsd.net>

Sat, Mar 28, 2026 at 10:39 AM

To: "Clyde Smith [Centennial HS]" <smithc10@nv.ccsd.net>

Cc: "Leaher Davis [Human Resources]" <davisl1@nv.ccsd.net>

Mr. Smith, your request has been received and is currently under review, **as** it requires coordination among multiple departments. We appreciate your patience in this matter. A representative from the appropriate department will contact you shortly.

Kind regards, RoAnn Triana

[Quoted text hidden]

--



RoAnn Triana
Chief Human Resources Officer
Human Resources Unit
2832 East Flamingo Road
Las Vegas, NV 89121
Phone 702-799-1030
Email: Trianrd@nv.ccsd.net

We value your opinion! Please take a few moments to share your experience from today's interaction with us by completing the following [survey](#).

Clyde Smith [Centennial HS] <smithc10@nv.ccsd.net>

Sat, Mar 28, 2026 at 3:48 PM

To: "RoAnn Triana [Human Resources]" <trianrd@nv.ccsd.net>

Dear Ms. Triana,

Thank you for your response and for reviewing this matter.

I want to formally inform you that I have **filed an** Unfair Labor Practice complaint with the Nevada Employee-Management Relations Board (EMRB). This filing is based on **concerns** that the current determination relies on PGS procedures and interpretations that are not supported by the language of Article 26 of the Negotiated Agreement.

Specifically, the issue involves the application of Contact Unit (CU)-based rules to a degree-based salary placement matter, **as well as** the introduction of timing restrictions that do not appear in the contract.

Additionally, the complaint includes concerns regarding inconsistent application and the failure of representation to address the contractual language governing degree-based advancement.

I am continuing to cooperate with your review and **am** requesting that this matter be evaluated strictly based on the provisions of Article 26.

If there is specific contract language that supports the current determination, I would appreciate that being identified **as** part of your review.

Thank you for your time and attention.

Respectfully,

Clyde Smith, MBA, MEd
General and AP Chemistry Educator
Centennial High School
10200 W Centennial Pkwy,
Las Vegas, NV 89149
Contact: (702) 799-3440 ext 3907
smithc10@nv.ccsd.net



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[Quoted text hidden]



Clyde Smith [Centennial HS] <smithc10@nv.ccsd.net>

Follow-Up: Clarification on Contract-Based Determination Under Article 26

1 message

Clyde Smith [Centennial HS] <smithc10@nv.ccsd.net>

Wed, Mar 25, 2026 at 3:19 PM

To: "RoAnn Triana [Human Resources]" <trianrd@nv.ccsd.net>

Dear Ms. Triana,

I am writing to follow up on my prior correspondence regarding the denial of credit for my coursework under Article 26 of the 2025–2027 Negotiated Agreement.

For clarity, my request is focused on ensuring that any determination in this matter is grounded strictly in the explicit language of the negotiated agreement.

As previously noted, Article 26-8-1 states:

"The School District **will** utilize the experienced employee's accumulated credits and experience to place the licensed employee on the PST."

Additionally, Article 26-8-3 provides that coursework eligibility is based on whether it is "related to" the licensed employee's field of preparation, assignment, endorsements, or degree pathway.

Based on my review, these provisions focus on the relevance and alignment of coursework at the time of placement and do not identify any restriction tied to when the coursework **was** completed.

Further, in prior communication, it **was** acknowledged that the contract does not explicitly exclude coursework completed prior to an employee's hire date. This acknowledgment is consistent with the language of Article 26, which does not contain any timing-based limitation.

However, the rationale I have received from PGS appears to rely on a timing-based distinction (i.e., coursework completed prior to licensure or hire), which is not expressly stated within the contract. This creates a contradiction between the contract language and the explanation provided.

To **ensure** accuracy and consistency, I am requesting confirmation of the following:

- Whether the denial of my credits is based solely on the language contained within Article 26;

- If so, the specific clause that establishes any timing-based restriction; and
- How this interpretation is reconciled with the acknowledgment that the contract does not exclude coursework completed prior to hire.

Additionally, I am seeking clarification on how this interpretation is applied consistently across employees, particularly in cases involving Alternative Route to Licensure (ARL) coursework that is directly tied to obtaining licensure and entering the profession.

My goal is to ensure that the contract is applied as written and that any determination is fully supported by the negotiated agreement.

If this matter cannot be resolved through proper application of the contract language, I will proceed with the next steps available under the agreement, including the formal grievance process, and may seek external review to ensure appropriate interpretation and application of Article 26.

Thank you for your time and attention. I look forward to your response.

Respectfully,

Clyde Smith, MBA, MEd
General and AP Chemistry Educator
Centennial High School
10200 W Centennial Pkwy,
Las Vegas, NV 89149
Contact: (702) 799-3440 ext 3907
smithc10@nv.ccsd.net



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EXHIBIT 10

**March 6, 2026 Communications Concerning Salary Advancement, Degree
Recognition, and PGS Administration**



Clyde Smith [Centennial HS] <smithc10@nv.ccsd.net>

Request for Review of Advancement Credit – ARL Program Completion

2 messages

Clyde Smith [Centennial HS] <smithc10@nv.ccsd.net>

Fri, Mar 6, 2026 at 12:34 AM

To: Professional Growth System <pgs@nv.ccsd.net>, Jennifer McMillin <jmcmillin@ccea-nv.org>

Dear Professional Growth System Team,

I would like to provide an additional clarification regarding my previous email so that my request is evaluated with complete context.

My participation in the **UNLV Alternative Route to Licensure (ARL)** program began in **January 2020, prior to the COVID pandemic, and concluded in Spring 2024**. The full program required **33 graduate semester credits** as part of the licensure pathway toward obtaining a **Standard Nevada teaching license**.

However, based on the review in the Professional Growth System, **only 25 of the 33 graduate credits appear to have been awarded CU credit**, while the remaining credits were excluded.

All **33 credits were part of the same UNLV ARL licensure program** and were required components of the program necessary to complete the pathway toward standard licensure in Nevada. These were not elective or unrelated courses but required graduate coursework tied directly to the ARL licensure program.

Additionally, **colleagues who were in the same ARL cohort with me submitted the same credit hours and coursework and received their salary advancement after completing the program**. Because the coursework and program requirements were identical, I am requesting clarification as to why **only 25 of my 33 credits were recognized**.

For transparency, **my union representative remains included on this email while this matter is reviewed**.

I appreciate your time and look forward to clarification regarding the evaluation of the remaining ARL credits.

Sincerely,

Clyde Smith, MBA, MEd
Honors/AP Chemistry
Centennial High School

Clark County School District, MBA, MEd
General and AP Chemistry Educator
Centennial High School
10200 W Centennial Pkwy,
Las Vegas, NV 89149
Contact: (702) 799-3440 ext 3907
smithc10@nv.ccsd.net



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✓ Email tracked with Mailsuite · Opt out

Mailsuite Reminder <reminders@mailsuite.com>
Reply-To: pgs@nv.ccsd.net, jmcmillin@ccea-nv.org
To: smithc10@nv.ccsd.net

Mon, Mar 9, 2026 at 1:34 AM

You've not received a reply yet. Snooze for [24H](#), [48H](#), or [72H](#)



4230 McLeod Drive

Las Vegas, NV 89121

Office: 702 733 3063

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

If you have received an investigatory notice and need to schedule representation, or if you have received a disciplinary document, please forward the documents as soon as possible to ar@ccea-nv.org and a representative will contact you.

[Quoted text hidden]

Professional Growth System <pgs@nv.ccsd.net>

Mon, Mar 9, 2026 at 5:18 AM

To: "Clyde Smith [Centennial HS]" <smithc10@nv.ccsd.net>

Cc: Jennifer McMillin <jmcmillin@ccea-nv.org>

- Articles 26-2 through 26-5 of the negotiated agreement provide the process for advancing on the salary table.
- While the contract does not specifically exclude coursework taken prior to employment, it outlines the process for employees to advance on the table per the PGS Reference Guide.

Any credits prior to your hire date **are** not accepted as you had requested 296 CUs. Contact Units may only be accrued while a contracted employee with the District and not before.

<https://mail.google.com/mail/u/1/?ik=c3170f88ac&view=pt&search=all&permthid=thred-ar:42632456202806185&simpl=msg-f:1858928954973978686&simpl...> 12/16

5/27/26, 6:06 PM

Clark County School District Mail - Request for Policy Clarification - ARL Graduate Coursework and Professional Growth Credit Eligibility

- At this point, we will allow CCEA to weigh-in on this if they disagree with this interpretation that has been in place since 2016.
- Please see page two of the PGS Reference Guide, linked below, for information regarding how university coursework is applied to CU accrual.

EXHIBIT 11

**Comparator Evidence - Kyndal Phillips (Nevada License, UNLV ARL Pathway
Coursework, ELMS/PGS Records, and Payroll Records)**

3/6/26, 7:48 PM

image.png

ccsd.suntotalhost/core/c/dash/PGPhistory/initial

CCSD
SELF

THREE SALARY ADVANCEMENT REPORTS BELOW:

CU_Dashboard

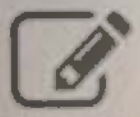
CEA advancement CUs and CCASAP step advancement hours

Category	Round	Approved CUs/Step Hours	Category Max
Phillips	Kyndal	phillk5	10202883
Semester Credit in Education - Approved Univ	Round1	296.0	999.00
Round Total			
Professional Growth System office use only/Carryover	Round2	71.5	9999.0
Round Total			

Search for you
Give prices again...

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- Training Schedule



COLLEGE
COURSEWORK

ZZ- Self Reported Training

Kyndal Phillips

296 Credit hours

SHARE

ACTIVITY SUMMARY

Additional Information

Below are the additional details about this activity such as facility location and so on.

Code: Mailed in Transcripts

Activity status: Inactive

Media type: No

Training organization: CENTENNIAL HS

Schedule and Pricing

Below are the details about this activity including schedule and pricing information.

Start date: Monday, August 3, 2020 10:35:00 AM PDT

End date: Tuesday, December 20, 2022 10:35:00 AM PST

Training Credits

Credit hours: 296

TESL 733	Methods and Curriculum for ELA	2022 Spring	A-	3.50	Taken
CIS 684	Sec Education Curriculum	2021 Fall	B+	3.00	Taken
ESP 730	Parent Involvement & Gen Ed	2021 Fall	A	3.00	Taken
CIT 662	Technology Secondary Curr	2021 Summer	A	5.00	Taken
EPY 706	Classroom Assessment	2021 Summer	A	3.50	Taken
ESP 721	Intro to Sp Ed & Leg Iss	2021 Summer	C	3.00	Taken
TESL 752	Methods and Curriculum for ELA	2021 Summer	D	3.50	Taken
CIS 553	Tchg Secondary Science	2021 Spring	A	3.00	Taken
EDSC 481	Sec Sprvcd Stud Teach	2021 Spring	A	10.00	Taken
EDSC 482	Sec Sprvcd Stud Tch Sem	2021 Spring	A	2.00	Taken
CIS 602	Sec School Practicum	2020 Fall	A	1.00	Taken
CIS 603	Sec Process and Instr	2020 Fall	A	3.00	Taken
CIS 604	Sec Classroom Management	2020 Fall	A	1.00	Taken

Class #	Description %	Term %	Grade	Units %	Status %
CIG 698	Spice Action Researcher's	2022 Fall	A	3.00	Taken
CIG 697	CSA Cur Exp	2022 Fall	B	1.00	Taken
CME 785	Multicultural Education	2022 Fall	A	3.00	Taken
CME 788	Multicultural Education	2022 Summer	NY	3.00	Taken
TESL 752	Methods and Curriculum for ELA	2022 Spring	A-	3.00	Taken
CIS 684	Sec Education Overview	2021 Fall	B+	3.00	Taken
ESP 736	Parent Involvement & Gen Ed	2021 Fall	A	3.00	Taken
CIT 693	Technology Secondary Curr	2021 Summer	A	3.00	Taken
EPY 798	Classroom Assessment	2021 Summer	A	3.00	Taken
ESP 791	Intro to Sp Ed & Leg Ed	2021 Summer	C	3.00	Taken
TESL 752	Methods and Curriculum for ELA	2021 Summer	D	3.00	Taken
CIS 583	High Secondary Science	2021 Spring	A	3.00	Taken
PS 58300 ACU (C) 58300 ACU	Sec Special Educ Teach	2021 Spring	A	10.00	Taken

Kyndal Phillips



Chemistry

Calendar Year:	2025 See More ▼
Job Title:	Chemistry
Employer:	Clark County School District
State:	Nevada

About Kyndal Phillips

Kyndal Phillips earned **\$81,968** in 2025, according to public payroll data from Clark County School District listed as a **Chemistry**.

From **2024** to **2025**, Kyndal Phillips's salary increased by **11%** (\$7,967). Over the full recorded period from **2021** to **2025**, Kyndal Phillips's salary increased by approximately **59%** (\$30,324) , representing an average annual growth of **12.24%**.

In 2025, Kyndal Phillips's compensation was:

- **18% higher** than the average salary at Clark County School District.
- **6% higher** than the average salary for a *Chemistry* position in 2025.
- **21% higher** than the average salary in the broader **School District** employer category.

Public records show five employment records for Kyndal Phillips with **Clark County School District** in Nevada with **5** distinct job title over time:

- **2021-2025: CHEMISTRY**

See Also:

State of Nevada

License for Educational Personnel

License No. 212904

This License Certifies That

Kyndal Phillips

Has complied with the prescribed rules and regulations of the Commission on Professional Standards in Education and that the Superintendent of Public Instruction has granted this license which authorizes the holder to provide service in the schools of the State of Nevada in the following areas :

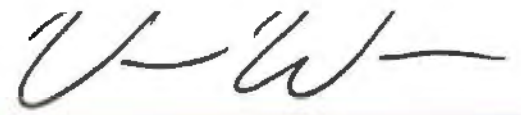
License	Grade Level	Original Endorsement Issue Date	Endorsements	License Issue Date	Expiration Date
Standard - Secondary	7-12	12/31/2020	Biological Science	11/30/2023	02/23/2029
Standard - Secondary	7-12	02/15/2024	Physical Education	11/30/2023	02/23/2029
Standard - Secondary	7-12	02/15/2024	Health Education	11/30/2023	02/23/2029
Standard - Business and Industry	7-ADULT	11/05/2025	Sports Medicine	11/05/2025	02/23/2029

Provisions to be satisfied

Provisions	Required Due Date
Physical Education - Coursework required	A course in the methods and techniques of teaching physical fitness 02/15/2027
Physical Education - Coursework required	A course in the methods and techniques of teaching individual sports and sports that can be participated in at any stage of life 02/15/2027
Physical Education - Coursework required	Methods and techniques of teaching sports for teams 02/15/2027
Sports Medicine - Three (3) semester credits or equivalent PD in career development and work-based learning.	11/05/2028
Sports Medicine - Three (3) semester credits or equivalent PD in CTE student organization and management.	11/05/2028

Renewal Requirements

Renewal Requirements	Required Due Date
Must submit proof of annual professional development activities pursuant to Revised Regulation Document R088-23.	02/23/2029

A stylized, handwritten signature in black ink, consisting of the letters 'U' and 'W' connected by a horizontal line, followed by a long horizontal stroke.

State Superintendent of Public Instruction

Kyndal Phillips



CHEMISTRY

Calendar Year:	2021 See More ▼
Job Title:	CHEMISTRY
Job Title Formatted:	Chemistry
Employer:	Clark County School District
State:	Nevada

About Kyndal Phillips

Kyndal Phillips earned **\$51,644** in 2021, according to public payroll data from Clark County School District. listed as a **CHEMISTRY**.

In 2021, Kyndal Phillips's compensation was:

- **33% lower** than the average salary at Clark County School District.
- **57% lower** than the average salary for a *Chemistry* position in 2021.
- **32% lower** than the average salary in the broader **School District** employer category.

Public records show five employment records for Kyndal Phillips with **Clark County School District** in Nevada with distinct job title over time:

- **2021-2025**: CHEMISTRY

Kyndal Phillips



Chemistry

Calendar Year:	2025 See More
Job Title:	Chemistry
Employer:	Clark County School District
State:	Nevada

About Kyndal Phillips

Kyndal Phillips earned **\$81,968** in 2025, according to public payroll data from Clark County School District. listed as a **Chemistry**.

From **2024** to **2025**, Kyndal Phillips's salary increased by **11%** (\$7,967). Over the full recorded period from **2021** to **2025**, Kyndal Phillips's salary increased by approximately **59%** (\$30,324) , representing an average annual growth of **12.24%**.

In 2025, Kyndal Phillips's compensation was:

- **18% higher** than the average salary at Clark County School District.
- **6% higher** than the average salary for a *Chemistry* position in 2025.
- **21% higher** than the average salary in the broader **School District** employer category.

Public records show five employment records for Kyndal Phillips with **Clark County School District** in Nevada with five distinct job title over time:

- **2021-2025:** CHEMISTRY

EXHIBIT 12

**Comparator Evidence - Shawanna Johnson (ELMS CU Records, Nevada License, and
Payroll/Employment Records)**

Category	Round	Approved CUs/Step Hours	Category Max	Accrued CUs/Step Hours
JOHNSON	SHAWANNA	coness	516022	
College coursework in Education	Round1	312.0	999.00	312.0
In-person/live or virtual/synchronous conference attendance (9/1/2023)	Round1	20.0	80.00	20.0
Round Total				332.0
Professional Growth System office use only/Carryover	Round2	114.54	9999.00	114.54
Round Total				114.54

<u>Activity Name</u>	<u>Code</u>	<u>Start Date</u>	<u>End Date</u>	<u>Finish Date</u>	<u>Completed</u>	<u>Hours</u>	<u>Compensation</u>	<u>CUs</u>
JOHNSON	SHAWANNA	516022						
Elementary School AUT: Identifying Present Levels Using Data Collection	SSDPD00772-CLASS-00015	8/12/20 2:00 PM	8/12/20 3:00 PM	8/12/20 3:00 PM	Yes	1.0	3. CU Eligible - Not Compensated	0.33
Elementary Schools AUT: Strategies for Virtual Reinforcement	SSDPD00782-CLASS-00007	8/14/20 12:00 PM	8/14/20 1:00 PM	8/14/20 1:00 PM	Yes	1.0	3. CU Eligible - Not Compensated	0.33
Elementary Schools AUT Strategies For Utilizing Support Professionals in A	SSDPD00779-CLASS-00014	8/14/20 1:00 PM	8/14/20 2:00 PM	8/14/20 2:00 PM	Yes	1.0	3. CU Eligible - Not Compensated	0.33
Elementary Schools AUT: Strategies For Student Engagement In A Virtual	SSDPD00783-CLASS-00009	8/14/20 2:00 PM	8/14/20 3:00 PM	8/14/20 3:00 PM	Yes	1.0	3. CU Eligible - Not Compensated	0.33
Introduction to Rethink Ed + Vizzle	SSDLK00025RET-00105AUT	1/11/24 3:30 PM	1/11/24 4:30 PM	1/11/24 4:30 PM	Yes	1.0	3. CU Eligible - Not Compensated	0.33
2023–2024 New Teacher Pathway Education Speaker Event with Trevor Muir	CPEOD00130-CLASS-00001	1/27/24 9:00 AM	1/27/24 12:00 PM	1/27/24 12:00 PM	Yes	3.0	3. CU Eligible - Not Compensated	1.0
Rethink Ed: Creating Progress Reports Using Rethink Ed + Vizzle Student	SSDLK00025RET-00111AUT	2/29/24 3:30 PM	2/29/24 4:30 PM	2/29/24 4:30 PM	Yes	1.0	3. CU Eligible - Not Compensated	0.33
CPI NCI Certification	SSIBS32001-00269CPI	6/4/24 8:00 AM	6/4/24 4:30 PM	6/4/24 4:30 PM	Yes	8.0	2. CU Eligible - Compensated	1.33
ESY Teachers Introduction to Rethink Ed + Vizzle	SSDLK00025RET-00118	6/17/24 12:00 PM	6/17/24 1:00 PM	6/17/24 1:00 PM	Yes	1.0	3. CU Eligible - Not Compensated	0.33
Autism 101	SSDLK00028BAS-00012	7/1/24 8:00 AM	7/1/24 11:30 AM	7/1/24 11:30 AM	Yes	3.5	2. CU Eligible - Compensated	0.58
Reinforcement	SSDLK00123RAP-00007	7/1/24 12:30 PM	7/1/24 2:30 PM	7/1/24 2:30 PM	Yes	2.0	2. CU Eligible - Compensated	0.33
Foundations of Behavior	SSDLK00160AUT-00006	7/24/24 8:00 AM	7/24/24 11:30 AM	7/24/24 11:30 AM	Yes	3.5	2. CU Eligible - Compensated	0.58
Prompt Hierarchy	SSDLK00207-00002	7/24/24 12:30 PM	7/24/24 2:30 PM	7/24/24 2:30 PM	Yes	2.0	2. CU Eligible - Compensated	0.33
Foundations of Applied Behavior Analysis (ABA) with Autism Partnership	SSSPE40090-00023	7/25/24 8:00 AM	7/25/24 3:00 PM	7/25/24 3:00 PM	Yes	6.5	2. CU Eligible - Compensated	1.08
							Total:	7.540000170

2018-2019 school year. The paper-based 2016-2017 and 2017-2018 PGPs need to be uploaded by the end of the school year. Refer to the tutorials found on the PGS Department website via <http://bit.ly/PGSTutorials> for more information.

	Due Date	Status	Opt-In/Opt-Out
--	----------	--------	----------------

Shawanna Johnson

 Share

AUTISM INT SPE II

Calendar Year:	2021 See More 
Job Title:	AUTISM INT SPE II
Job Title Formatted:	Autism Int Spe
Employer:	Clark County School District
State:	Nevada

About Shawanna Johnson

Shawanna Johnson S earned **\$59,103** in 2021, according to public payroll data from Clark County School title was listed as an **AUTISM INT SPE II**.

In 2021, Shawanna Johnson's compensation was:

- **23% lower** than the average salary at Clark County School District.
- **16% higher** than the average salary for an *Autism Int Spe* position in 2021.
- **22% lower** than the average salary in the broader **School District** employer category.

Public records show five employment records for Shawanna Johnson with **Clark County School Distric** reflecting two distinct job titles over time:

- **2021–2022:** AUTISM INT SPE II
- **2023–2025:** Autism

Shawanna Johnson



Autism

Calendar Year:	2025 See More
Job Title:	Autism
Employer:	Clark County School District
State:	Nevada

About Shawanna Johnson

Shawanna Johnson S earned **\$87,595** in 2025, according to public payroll data from Clark County School District title was listed as an **Autism**.

From **2024** to **2025**, Shawanna Johnson's salary increased by **0%** (\$257). Over the full recorded period from **2021** increased by approximately **48%** (\$28,492) , representing an average annual growth of **10.34%**.

In 2025, Shawanna Johnson's compensation was:

- **26% higher** than the average salary at Clark County School District.
- **17% higher** than the average salary for an *Autism* position in 2025.
- **29% higher** than the average salary in the broader **School District** employer category.

Public records show five employment records for Shawanna Johnson with **Clark County School District** in Nev reflecting two distinct job titles over time:

- **2021–2022:** AUTISM INT SPE II
- **2023–2025:** Autism

State of Nevada

License for Educational Personnel

License No. 225879

This License Certifies That

Shawanna Johnson

Has complied with the prescribed rules and regulations of the Commission on Professional Standards in Education and that the Superintendent of Public Instruction has granted this license which authorizes the holder to provide service in the schools of the State of Nevada in the following areas :

License	Grade Level	Original Endorsement Issue Date	Endorsements	License Issue Date	Expiration Date
Provisional - Special Education	K-12	06/23/2023	Generalist	06/23/2023	06/23/2026
Interim - Special Education - IRC	3-21 YRS	07/28/2023	Autism Spectrum Disorder	07/28/2023	06/23/2026

Provisions to be satisfied

Provisions	Required Due Date
Generalist - Praxis Principles of Learning and Teaching Exam: Grades K-6 (5622) OR Grades 5-9 (5623) OR Grades 7-12 (5624)	06/23/2026
Generalist - 5354 Praxis Exam - Special Education: Core Knowledge	06/23/2026
Autism Spectrum Disorder - To convert your Interim Route to Certification (IRC) endorsement you must complete all required coursework for this endorsement and submit a minimum of two (2) effective annual employer evaluations in the area of endorsement.	07/28/2026
Praxis Core Academic Skills For Educators Exam: Reading (5713)	06/23/2026
Praxis Core Academic Skills For Educators Exam: Writing (5723)	06/23/2026
Praxis Core Academic Skills For Educators Exam: Mathematics (5733)	06/23/2026

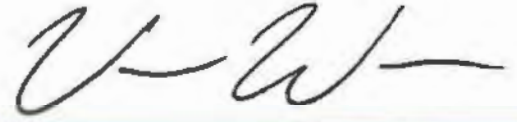
Renewal Requirements

Renewal Requirements	Required Due Date
Pursuant to NRS 391.0347, an approved 3 semester credit course or 45 hours of approved professional	06/23/2026

Renewal Requirements**Required Due Date**

You may apply for a standard license once all outstanding provisions and renewal requirements have been satisfied.

06/23/2026



State Superintendent of Public Instruction

EXHIBIT 13

**CCEA Leadership Communications Concerning Representation and Complainant's
Compensation Dispute (Emergency Demand and Final Notice threads)**



Clyde Smith [Centennial HS] <smithc10@nv.ccsd.net>

Emergency Demand for Enforcement of Article 26, Contract Supremacy, Disparate Treatment, and Notice of Intent to File DFR Complaint

3 messages

Clyde Smith [Centennial HS] <smithc10@nv.ccsd.net>

Thu, Mar 26, 2026 at 12:56 PM

To: jvellardita@ccea-nv.org

Dear Mr. Vellardita,

I am formally notifying CCEA leadership of a material failure to enforce the Negotiated Agreement regarding my salary placement. This matter now involves clear evidence of (1) contract misapplication, (2) improper reliance on non-binding administrative guidance, (3) salary misclassification, and (4) inconsistent and inequitable enforcement of Article 26.

I am requesting immediate intervention.

I. Contract Supremacy vs. Administrative Guidance

My employment contracts explicitly incorporate the Negotiated Agreement as the governing authority for compensation. Under NRS 288, collectively bargained agreements are legally binding and control wages, hours, and conditions of employment.

The PGS Reference Guide is not negotiated, is not incorporated into the contract, and has no legal authority to modify or restrict rights granted under Article 26.

Despite this, the District has applied the Reference Guide as controlling authority, and CCEA has not intervened to enforce the contract.

II. District Admission Eliminates Contractual Basis for Denial

On March 9, 2026, the PGS department admitted in writing:

"The contract does not specifically exclude coursework taken prior to employment."

This admission is critical. Under standard contract interpretation:

- Silence does not create restriction
- Restrictions must be explicitly negotiated
- Administrative guidance cannot impose new limitations

There is therefore no contractual basis for denying my coursework.

III. Improper Redefinition of “Licensed Employee”

Article 26 applies to licensed employees.

The District has improperly added timing-based conditions not found in the contract, including:

- “Only after hire date”
- “Only while contracted under specific conditions”

These limitations do not appear in Article 26.

My documented status:

- Licensed since 2015
- ARL License issued May 29, 2020
- Contracted licensed employee (P1/P2) during 2020–2022
- Coursework completed 2020–2024 while employed

I fully satisfy the contractual definition of a licensed employee. The District's interpretation adds language that does not exist.

IV. Mandatory ARL Coursework for Licensure (Critical Legal Distinction)

The coursework at issue was not optional professional development.

It was:

- Required to obtain my ARL teaching license
- Required to maintain employment
- Completed through the UNLV ARL program

- Directly tied to my teaching assignment

Courses include:

- CIS 602 – Classroom Observation and Teaching Hours
- CIS 603 – Secondary Process and Instruction
- CIS 604 – Classroom Management
- EDSC 481 / 482 – Student Teaching and Seminar
- Additional graduate coursework in curriculum, assessment, and pedagogy

These **courses** are mandatory licensure requirements and cannot be treated as discretionary CEUs.

V. Degree-Based Salary Placement vs CEU Manipulation

Article 26 establishes a clear structure:

- Degree attainment determines minimum salary column
- CEUs/CUs determine advancement beyond that degree

Because I earned a Master of Education:

⇒ I must be placed at a minimum of the MA column

The District is improperly collapsing these mechanisms by:

- Treating degree-producing coursework as optional CEUs
- Denying the credits while ignoring the resulting degree

This is not supported by the contract.

VI. Salary Misclassification (Objective Evidence)

My payroll confirms:

⇒ \$62,357 annually (BA Column, Step D)

Based on contract:

- Licensure timeline → Step E minimum

- Master's degree → MA column minimum

Minimum correct placement:

⇒ Step E – MA (~\$84,774)

This is a clear misclassification.

VII. Evidence of Disparate Treatment

I have documented evidence that other educators who:

- Completed the same UNLV ARL program
- During the same timeframe
- Took the same coursework

were granted:

- ✓ Full credit for coursework
- ✓ Proper column advancement

This demonstrates:

- Inconsistent application of Article 26
 - Selective enforcement of the PGS Reference Guide
 - Inequitable treatment of similarly situated employees
-

VIII. Salary Compression and Inequitable Placement

Additionally, newly hired teachers with Master's degrees are being placed multiple columns higher than my current placement despite my greater tenure.

This creates inequitable compensation conditions inconsistent with the intent of the salary schedule.

IX. Duty of Fair Representation (DFR)

CCEA has a legal obligation under NRS 288 to represent members fairly, without:

- Arbitrary action

- Discriminatory treatment
- Bad faith

By allowing:

- Contract language to be overridden
- Members to be treated inconsistently
- Administrative guidance to replace negotiated terms

CCEA is failing to enforce the contract and protect my rights as a member.

X. Formal Demand and Deadline

I am providing CCEA **ten (10) business days from receipt of this letter** to:

1. Submit my **case** to the Salary Review and Adjustment Process (SRAP)
 2. Advance this matter to Step 3 grievance and arbitration
 3. Enforce Article 26 **as** written
 4. Secure correction of my salary placement
 5. Secure full retroactive compensation
-

XI. Notice of Intent to File DFR Complaint

If this matter is not resolved within the 10-day period, I will proceed with:

- Filing **a Duty of Fair Representation (DFR) complaint** with the Nevada Employee-Management Relations Board (EMRB)
 - Including evidence of failure to enforce clear contractual language
 - Pursuing all additional remedies available under **NRS 288**
-

Sincerely,

Clyde Smith, MBA, MEd
General and AP Chemistry Educator
Centennial High School
10200 W Centennial Pkwy,

Las Vegas, NV 89149

Contact: (702) 799-3440 ext 3907

smithc10@nv.ccsd.net



It doesn't matter how beautiful your theory is, it doesn't matter how smart you are. If it doesn't agree with experiment, it's wrong. Professor Richard Feynman

John Vellardita <jvellardita@ccea-nv.org>

Thu, Mar 26, 2026 at 1:50 PM

To: "Clyde Smith [Centennial HS]" <smithc10@nv.ccsd.net>

Cc: Dante Dabaghian <ddabaghian@ccea-nv.org>, Alex Shelton <ashelton@ccea-nv.org>

Clyde- I reviewed your "demand" email. I reviewed your file- extensively since your employment. And I have reviewed the issues you raise in this email.

You have been represented by CCEA under our obligations via the CBA as well as under Nevada NRS 288. You simply do not agree with the outcomes that have been afforded to you. Your email will not change those outcomes.

No need to wait 10 days if you want to file a complaint that is your right.

Furthermore, if you are not happy with all the representation that CCEA has provided you over the years from facing discipline to your current dissatisfaction around your pay, then you also have the right to drop your membership in CCEA per Article 8 Section 4.

[Quoted text hidden]

Clyde Smith [Centennial HS] <smithc10@nv.ccsd.net>

Thu, Mar 26, 2026 at 6:24 PM

To: John Vellardita <jvellardita@ccea-nv.org>

Dear Mr. Vellardita,

Thank you for your response.

However, your reply does not address the core issue raised in my prior communication.

This matter is not about disagreement with **an** outcome. It is about whether the CCSD-CCEA Negotiated Agreement, specifically Article 26, is being properly enforced.

To date, no **one** has provided:

1. The specific contract language that excludes coursework completed prior to hire
2. The contractual basis for partially approving 200 CUs while denying the remaining coursework
3. An explanation for the district accepting pre-hire professional development while denying pre-hire graduate coursework

These **are** contract interpretation issues—not matters of disagreement.

Additionally, your acknowledgment that you reviewed my file extensively, combined with the absence of any contract-based justification, confirms that this issue has not been resolved through contractual analysis.

Given this, I will proceed with filing a Duty of Fair Representation (DFR) complaint based on the union's failure to enforce clear contract language and address inconsistent application of standards.

In addition, your reference to prior disciplinary matters is unrelated to the issue of salary advancement under Article 26. The inclusion of past, unrelated matters raises concern that factors outside of the negotiated agreement **are** being considered in evaluating my current request.

This matter should be evaluated solely on the basis of contract language and submitted coursework. Introducing unrelated history further supports my concern that this issue is not being addressed through **an** objective contractual analysis.

If there is contract language that supports the district's position, I **am** requesting it be provided prior to filing.

Respectfully,

Clyde Smith, MBA, MEd
General and AP Chemistry Educator
Centennial High School
10200 W Centennial Pkwy,
Las Vegas, NV 89149
Contact: (702) 799-3440 ext 3907
smithc10@nv.ccsd.net



It doesn't matter how beautiful your theory is, it doesn't matter how smart you are. If it doesn't agree with experiment, it's wrong. Professor Richard Feynman

[Quoted text hidden]



Clyde Smith [Centennial HS] <smithc10@nv.ccsd.net>

Final Notice: Contractual Entitlement to Placement on MA Salary Schedule

1 message

Clyde Smith [Centennial HS] <smithc10@nv.ccsd.net>

Mon, Mar 30, 2026 at 1:05 PM

To: John Vellardita <jvellardita@ccea-nv.org>

This communication **serves as** my final written position regarding my contractual entitlement to placement on the MA salary schedule **under** Article 26 of the Negotiated Agreement.

I. Contractual Silence Prohibits Imposed Restrictions

The District has explicitly acknowledged in writing that Article 26 “does not specifically exclude coursework taken prior to employment.”

Under the legal rule of contract construction (*expressio unius est exclusio alterius*), if the parties intended to exclude pre-hire coursework, such a restriction would have been explicitly stated.

Because no such restriction exists, the District cannot impose a “post-hire only” requirement that **was** not bargained for or ratified.

II. Degree Conferral Controls Salary Placement (Article 26-8-3-7)

My official transcript confirms:

- **Degree:** Master of Education
- **Confer Date:** 08/16/2024

This is the controlling fact.

Article 26-8-3-7 mandates that advanced degrees **“will be recognized for advancement.”**

This is mandatory language.

Placement on the MA salary schedule is triggered by **degree conferral**, not by when individual courses were taken or whether they occurred during a specific employment status.

III. The District's "Substitute vs. Licensed" Argument Is Irrelevant to Degree Recognition

The District's position attempts to deny coursework completed during periods of substitute status.

This argument fails because:

- Degree-based advancement under Article 26-8-3-7 is based on **the conferred credential**, not the employment classification at the time individual courses were taken
- The contract contains **no language conditioning degree recognition on continuous licensed status during coursework completion**
- The degree was ultimately **earned, conferred, and is valid for licensure and assignment**

Therefore, breaking apart the degree into individual course timelines is inconsistent with how degree recognition is governed under the contract.

IV. The Licensure Connection Confirms Mandatory Recognition

Article 26-8-3-7 requires that degrees be valid for Nevada certification.

Because:

- Certification is the basis for licensure
- Licensure is required for the teaching assignment

The Master's degree directly satisfies the contractual requirement of being "pertinent to the position" and must be recognized for advancement.

V. Improper Use of the PGS Guide

The PGS Reference Guide governs Contact Unit (CU) accumulation—not degree placement.

The District is improperly attempting to:

- Reclassify a conferred Master's degree as a CU activity
- Apply CU accrual restrictions (including employment status timing)

This exceeds the scope of the Guide and conflicts with Article 26.

VI. Absence of Any Timing Restriction

Neither:

- Article 26
- Nor the PGS Reference Guide

contains any requirement that coursework must be completed after hire or while in a licensed position.

The District has admitted this.

Therefore, the denial is based on a restriction that does not exist in the negotiated agreement.

VII. Relevancy Requirement Is Fully Satisfied

The PGS Guide requires coursework to be related to the assignment or license.

Because:

- The teaching assignment requires licensure
- The Master's degree was required for licensure

The relevancy requirement is fully met.

VIII. SRAP (Article 26-26) Confirms Correct Placement

Article 26-26-4-b allows current employees to seek review based on educational attainment.

This provision:

- Applies to current employees
- Requires proof of degree conferral and relevance

- Does not impose any timing restriction

This is the appropriate mechanism for correcting my salary placement.

IX. Equal Access Requirement Is Violated

Article 26-3-1 requires the system to be **"equally accessible by all members of the bargaining unit."**

The District has:

- Accepted portions of my transcript for CU credit
- Rejected other portions of the same degree based on an unwritten timing rule

This selective application creates inconsistency and violates the equal access requirement.

X. Conclusion

The controlling facts are clear:

- My Master's degree has been **conferred (08/16/2024)**
- The degree is **valid for licensure and assignment**
- Article 26-8-3-7 mandates recognition for advancement
- No contractual timing restriction exists

Accordingly, I meet all contractual requirements for placement on the **MA salary schedule**.

The denial of this placement is based on an extra-contractual interpretation and is inconsistent with the negotiated agreement.

XI. Refined Rebuttal: Master's Degree Recognition & Salary Alignment

[UNCHANGED — your full section remains exactly as written]

Final Notice

This will be the final email I send regarding this matter. If this issue is not resolved in accordance with the contractual language outlined above, I will proceed by filing with the

Employee-Management Relations Board (EMRB).

Clyde Smith, MBA, MEd

Clyde Smith, MBA, MEd
General and AP Chemistry Educator
Centennial High School
10200 W Centennial Pkwy,
Las Vegas, NV 89149
Contact: (702) 799-3440 ext 3907
smithc10@nv.ccsd.net



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EXHIBIT 14

**Jennifer McMillin Correspondence Concerning Article 26, PGS Requirements, ARL
Coursework, Degree Recognition, Salary Placement, and Contract Interpretation**

Dante Dabaghian

From: Jennifer McMillin
Sent: Tuesday, August 27, 2024 10:05 AM
To: 'Clyde Smith [Centennial HS]'
Subject: ELMS Submission

<https://www.ccea-onboarding.org/elms>

Jennifer McMillin
Field Representative
Phone: 702-473-1012
Email: jmcmillin@ccea-nv.org

CCEA the union
Clark County Education Association of teaching
professionals

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

If you have received an investigatory notice and need to schedule representation, or if you have received a disciplinary document, please forward the documents as soon as possible to ar@ccea-nv.org and a representative will contact you.

Dante Dabaghian

From: Jennifer McMillin
Sent: Monday, May 4, 2026 7:20 PM
To: Dante Dabaghian
Subject: Fw: Request for Review of Advancement Credit – ARL Program Completion

Jennifer McMillin
Field Representative
Phone: 702-473-1021
Email: jmcmillin@ccea-nv.org

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

If you have received an investigatory notice and need to schedule representation, or if you have received a disciplinary document, please forward the documents as soon as possible to ar@ccea-nv.org and a representative will contact you.

From: Clyde Smith [Centennial HS] <smithc10@nv.ccsd.net>
Sent: Friday, March 6, 2026 12:34 AM
To: Professional Growth System <pgs@nv.ccsd.net>; Jennifer McMillin <jmcmillin@ccea-nv.org>
Subject: Request for Review of Advancement Credit – ARL Program Completion

Dear Professional Growth System Team,

I would like to provide an additional clarification regarding my previous email so that my request is evaluated with complete context.

My participation in the **UNLV Alternative Route to Licensure (ARL) program began in January 2020, prior to the COVID pandemic, and concluded in Spring 2024.** The full program required **33 graduate semester credits** as part of the licensure pathway toward obtaining a **Standard Nevada teaching license.** However, based on the review in the Professional Growth System, **only 25 of the 33 graduate credits appear to have been awarded CU credit**, while the remaining credits were excluded.

All **33 credits were part of the same UNLV ARL licensure program** and were required components of the program necessary to complete the pathway toward standard licensure in Nevada. These were not elective or unrelated courses but required graduate coursework tied directly to the ARL licensure program.

Additionally, **colleagues who were in the same ARL cohort with me submitted the same credit hours and coursework and received their salary advancement after completing the program.** Because the coursework and program requirements were identical, I am requesting clarification as to why **only 25 of my 33 credits were recognized.**

For transparency, **my union representative remains included on this email** while this matter is reviewed. I appreciate your time and look forward to clarification regarding the evaluation of the remaining ARL credits. Sincerely,

Clyde Smith, MBA, MEd
Honors/AP Chemistry
Centennial High School
Clark County School District, MBA, MEd
General and AP Chemistry Educator
Centennial High School
10200 W Centennial Pkwy,
Las Vegas, NV 89149
Contact: (702) 799-3440 ext 3907
smithc10@nv.ccsd.net



It doesn't matter how beautiful your theory is, it doesn't matter how smart you are. **If it doesn't agree with experiment, it's wrong.** Professor Richard Feynman

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Dante Dabaghian

From: Jennifer McMillin
Sent: Monday, May 4, 2026 7:09 PM
To: Dante Dabaghian
Subject: Fw: Request for Union Guidance Regarding Professional Growth Credit Determination

Jennifer McMillin
Field Representative
Phone: 702-473-1021
Email: jmcmillin@ccea-nv.org

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

If you have received an investigatory notice and need to schedule representation, or if you have received a disciplinary document, please forward the documents as soon as possible to ar@ccea-nv.org and a representative will contact you.

From: Clyde Smith [Centennial HS] <smithc10@nv.ccsd.net>
Sent: Friday, March 6, 2026 10:53 AM
To: Jennifer McMillin <jmcmillin@ccea-nv.org>
Subject: Request for Union Guidance Regarding Professional Growth Credit Determination

Dear Jennifer,

I hope you are doing well. I am reaching out to request your guidance regarding an issue I am currently experiencing with the Professional Growth System (PGS) related to salary advancement and Contact Unit credit.

Recently, I submitted graduate-level coursework through the Professional Growth System for column advancement. The coursework was part of the **Alternative Route to Licensure (ARL) program through UNLV**, which I began in **January 2020 (pre-COVID)** and completed in **May 2024**, resulting in **33 graduate semester credits**.

PGS approved **200 Contact Units** for the portion of coursework completed while I was employed with CCSD (Summer 2023 through Spring 2024). However, they denied the remaining Contact Units because some of the coursework was completed **prior to my July 29, 2020 hire date**.

Their explanation is that Contact Units may only be accrued while working as a contracted employee under the collective bargaining agreement and that licensure requirements are considered separate from salary advancement requirements.

My concern is that the coursework in question was part of the **same educator preparation and licensure pathway** that ultimately resulted in my Nevada teaching license through the ARL program.

These were not unrelated graduate courses but components of a structured educator preparation program that spanned **January 2020 through May 2024.**

Because the program functioned as a **single licensure pathway**, separating the coursework into two categories based solely on my hire date appears to treat portions of the same program differently for advancement purposes.

Additionally, both of my CCSD employment contracts (during the ARL period and after completion of the ARL program) contain the same language stating that a licensed employee must maintain a valid Nevada teaching license in order to be employed in a licensed position.

Because this issue involves interpretation of the **collective bargaining agreement governing Contact Unit accrual and salary advancement**, I wanted to reach out to you directly for guidance on how this situation should be addressed.

Specifically, I would appreciate your input on:

- Whether graduate coursework that is part of an accredited educator preparation or licensure program can be excluded from Contact Unit eligibility solely because some courses occurred prior to employment.
- Whether this determination aligns with the **CCEA negotiated agreement governing CU accrual and salary advancement.**
- Whether this situation may warrant further review through the union.

I have attached the email correspondence from PGS along with my contracts for your reference.

Thank you very much for your time and assistance. I appreciate any guidance you can provide.

Sincerely,

Clyde Smith, MBA, MEd
General and AP Chemistry Educator
Centennial High School
10200 W Centennial Pkwy,
Las Vegas, NV 89149
Contact: (702) 799-3440 ext 3507
smithc10@nv.ccsd.net



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Dante Dabaghian

From: Jennifer McMillin
Sent: Monday, May 4, 2026 7:20 PM
To: Dante Dabaghian
Subject: Fw: Additional Context Regarding ARL Coursework

Jennifer McMillin
Field Representative
Phone: 702-473-1021
Email: jmcmillin@ccea-nv.org

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

If you have received an investigatory notice and need to schedule representation, or if you have received a disciplinary document, please forward the documents as soon as possible to ar@ccea-nv.org and a representative will contact you.

From: Clyde Smith [Centennial HS] <smithc10@nv.ccsd.net>
Sent: Friday, March 6, 2026 11:33 AM
To: Jennifer McMillin <jmcmillin@ccea-nv.org>
Subject: Additional Context Regarding ARL Coursework

Hello Jennifer,

I wanted to clarify an important point regarding my ARL coursework.

I have been employed by CCSD since 2015 as a substitute teacher. My Alternative Route to Licensure (ARL) program began in January 2020 while I was already working for the district and was required in order for me to be hired as a licensed teacher.

I was then hired as a contracted teacher in July 2020 and continued completing the ARL program until finishing in May 2024.

Because the ARL program was required for licensure and completed while I was already employed by CCSD, I would appreciate any guidance on whether this coursework may qualify for Contact Units under the professional growth provisions.

Thank you for your assistance.

Clyde Smith

Clyde Smith, MBA, MEd
General and AP Chemistry Educator
Centennial High School
10200 W Centennial Pkwy,
Las Vegas, NV 89149
Contact: (702) 799-3440 ext 3907
smithc10@nv.ccsd.net



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Dante Dabaghian

From: Jennifer McMillin
Sent: Monday, May 4, 2026 7:19 PM
To: Dante Dabaghian
Subject: Fw: Request to Pursue Review of ARL Contact Units

Jennifer McMillin
Field Representative
Phone: 702-473-1021
Email: jmcmillin@ccea-nv.org

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

If you have received an investigatory notice and need to schedule representation, or if you have received a disciplinary document, please forward the documents as soon as possible to ar@ccea-nv.org and a representative will contact you.

From: Clyde Smith [Centennial HS] <smithc10@nv.ccsd.net>
Sent: Friday, March 6, 2026 11:42 AM
To: Jennifer McMillin <jmcmillin@ccea-nv.org>
Subject: Request to Pursue Review of ARL Contact Units

Hello Jennifer,

Thank you for taking the time to review my situation regarding the Contact Units associated with my Alternative Route to Licensure (ARL) program.

After reviewing the timeline and documentation, I would like to formally pursue this matter to determine whether the ARL coursework may qualify for Contact Units under the professional growth provisions of the CCSD–CCEA agreement.

To clarify my situation:

- I have been employed by CCSD since 2015 as a substitute teacher.
- My ARL program began in January 2020 while I was already working for the district.
- The ARL program was required in order for me to be hired as a licensed teacher.
- I was hired as a contracted teacher in July 2020 and completed the ARL program in May 2024.

Because this coursework was required for licensure and completed while I was already employed by CCSD, I would appreciate your assistance in determining whether this situation may qualify for Contact Units or if it may be appropriate to pursue the grievance process.

Please let me know what the next steps would be and if there is any additional documentation you would like me to provide.

Thank you for your support and guidance.

Clyde Smith
Clyde Smith, MBA, MEd
General and AP Chemistry Educator
Centennial High School
10200 W Centennial Pkwy,
Las Vegas, NV 89149
Contact: (702) 799-3440 ext 3907
smithc10@nv.ccsd.net



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Dante Dabaghian

From: Jennifer McMillin
Sent: Monday, May 4, 2026 7:08 PM
To: Dante Dabaghian
Subject: Fw: Request for Guidance and Formal Review – ARL Coursework, Contact Units, and Salary Column Advancement
Attachments: SSR_TSRP_UNF.pdf; 2020-21-ICSMED-SecondaryScienceEdARL.pdf

Jennifer McMillin
Field Representative
Phone: 702-473-1021
Email: jmcmillin@ccea-nv.org

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

If you have received an investigatory notice and need to schedule representation, or if you have received a disciplinary document, please forward the documents as soon as possible to ar@ccea-nv.org and a representative will contact you.

From: Clyde Smith [Centennial HS] <smithc10@nv.ccsd.net>
Sent: Friday, March 6, 2026 2:59 PM
To: Jennifer McMillin <jmcmillin@ccea-nv.org>
Subject: Request for Guidance and Formal Review – ARL Coursework, Contact Units, and Salary Column Advancement

Hello Jennifer,

Thank you again for your time and assistance regarding the Professional Growth System (PGS) determination related to my Alternative Route to Licensure (ARL) coursework and Contact Unit submission. After reviewing the response from PGS, my transcripts, and the UNLV ARL program requirements, I would like to clearly express that I intend to pursue this matter and would appreciate your guidance on how best to proceed under the CCEA negotiated agreement.

In **January 2020**, I began the **UNLV Alternative Route to Licensure (ARL) program for Secondary Science Education**. This program was required for me to become eligible to be hired as a licensed teacher.

In **July 2020**, I was hired as a contracted licensed teacher with CCSD and continued completing the ARL program while teaching. Due to the disruptions caused by **COVID-19 during the early stages of the pandemic**, I had to drop and retake some courses at different points in the program as the district and universities transitioned to remote instruction and adjusted schedules. As a result, the program timeline extended longer than originally anticipated, and I ultimately completed the ARL program in **May 2024**. The program resulted in the conferral of a **Master of Education in Curriculum and Instruction – Secondary Science Education** from the University of Nevada, Las Vegas in **August 2024**.

The ARL program required a specific sequence of graduate-level coursework. These were not elective or unrelated graduate classes; they were the exact courses required by the UNLV ARL program structure. The coursework included classes such as:

- CIG 690 – Teacher Action Research
- CME 705 – Multicultural Education
- CIS 684 – Curriculum and Instruction
- CIS 602, CIS 603, CIS 604 – Pedagogy and classroom instruction
- ESP 701 – Special Education and legal issues
- ESP 730 – Parent involvement
- CIS 563 – Teaching secondary science
- EPY 709 – Classroom assessment
- CIT 602 – Technology in secondary curriculum
- TESL 752 – Methods for English learners
- CIG 697 – Culminating experience

These courses collectively fulfill the required curriculum for the **UNLV ARL Secondary Science Education program** and ultimately resulted in the awarding of the Master's degree.

The Professional Growth System approved **200 Contact Units for coursework completed between Summer 2023 and Spring 2024**, but denied additional Contact Units on the basis that some coursework occurred prior to my **July 29, 2020 hire date** as a contracted teacher.

However, this determination raises several concerns that I would like to review with you.

First, the ARL coursework was not optional coursework taken independently. It was a **structured educator preparation program required for licensure and employment as a teacher**. These courses were necessary for me to obtain and maintain the Nevada teaching license required to hold a contracted teaching position.

Second, the coursework represents the required curriculum of an **accredited graduate degree program**, which ultimately resulted in the conferral of a **Master of Education degree from UNLV**.

This raises a broader question regarding how the district is evaluating this situation. My understanding of the CCSD salary structure under the negotiated agreement is that advancement to the **Master's column** is typically based on the attainment of an accredited Master's degree, rather than solely on Contact Unit accrual through the Professional Growth System.

Because of this, I am trying to understand whether two separate issues may be involved here:

1. The Professional Growth System's determination regarding Contact Units for individual coursework, and
2. Salary column placement based on the conferral of a Master's degree.

If the Master of Education degree itself qualifies for placement on the Master's column, then it seems possible that the degree — rather than the individual ARL courses — should be the determining factor for salary advancement.

Given these circumstances, I would like to pursue clarification and, if necessary, a formal review regarding how the ARL coursework and the resulting Master's degree should be applied under the provisions of the **CCSD-CCEA negotiated agreement**.

Specifically, I would appreciate your guidance on the following points:

- Whether graduate coursework completed as part of an accredited ARL licensure program should be eligible for Contact Units under the professional growth provisions.
- Whether the **Master of Education degree awarded through the ARL program** independently qualifies for advancement to the Master's salary column.
- Whether the current determination by PGS aligns with the language and intent of the negotiated agreement governing salary advancement.

- Whether this situation may warrant review through the **union grievance or contractual review process**.

I have retained documentation including my UNLV transcript, ARL program plan of study, contracts, and the PGS correspondence outlining their determination, and I would be happy to provide anything further that may be helpful.

I want to approach this appropriately and professionally, but I also want to ensure that the negotiated agreement is being applied correctly and consistently.

Thank you very much for your time and guidance. I appreciate your help in navigating this situation.

Sincerely,

Clyde Smith, MBA, MEd
General and AP Chemistry Educator
Centennial High School
10200 W Centennial Pkwy,
Las Vegas, NV 89149
Contact: (702) 799-3440 ext 3907
smithc10@nv.ccsd.net



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Dante Dabaghian

From: Jennifer McMillin
Sent: Monday, May 4, 2026 7:08 PM
To: Dante Dabaghian
Subject: Fw: Request for Policy Clarification – ARL Graduate Coursework and Professional Growth Credit Eligibility

Jennifer McMillin
Field Representative
Phone: 702-473-1021
Email: jmcmillin@ccea-nv.org

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

If you have received an investigatory notice and need to schedule representation, or if you have received a disciplinary document, please forward the documents as soon as possible to ar@ccea-nv.org and a representative will contact you.

From: Clyde Smith [Centennial HS] <smithc10@nv.ccsd.net>
Sent: Wednesday, March 25, 2026 1:38 PM
To: Professional Growth System <pgs@nv.ccsd.net>
Cc: Jennifer McMillin <jmcmillin@ccea-nv.org>
Subject: Re: Request for Policy Clarification – ARL Graduate Coursework and Professional Growth Credit Eligibility

I am following up regarding my previous inquiry about the evaluation of my graduate-level coursework. At this point, I am concerned that my questions are not being directly addressed. The responses I have received appear to deflect from the specific issues raised rather than provide clear, substantive answers. Additionally, your previous response states that the contract does not specifically exclude coursework taken prior to employment. However, my credits were denied on the basis that they were completed prior to my hire date. This appears to be a direct inconsistency in the application of the contract. To reiterate, I completed 33 graduate-level credits through the UNLV ARL program, yet only 25 credits were applied. Additionally, I am aware of colleagues who completed the exact same coursework through the same program and received significantly higher credit allocations. Based on the negotiated agreement, including grievance rights under Article 4 and equitable treatment expectations, I am requesting the following:

1. The specific contract language or policy used to exclude my credits
2. A detailed breakdown of how my credits were calculated
3. A clear explanation for the discrepancy between my evaluation and that of other employees who completed the same coursework
4. Clarification on how coursework prior to employment is being applied, given that the contract does not explicitly exclude it

Given the inconsistency between the stated contract language and its application in my case, I am requesting a direct and complete explanation.

If this matter cannot be resolved with clear documentation and justification, I will proceed with filing a formal grievance under Article 4 and will be consulting a contract attorney for further review.

I look forward to your prompt and thorough response.

Clyde Smith, MBA, MEd.
AP/Honors Chemistry Teacher
Centennial High School
10200 W Centennial Pkwy,
Las Vegas, NV 89149
Contact: 702-799-3440 ext. 3907

On Wed, Mar 25, 2026 at 12:26 Clyde Smith [Centennial HS] <smithc10@nv.ccsd.net> wrote:
To whom it may concern,

Thank you for your response and clarification.

However, I would like to note that your explanation indicates the negotiated agreement does not specifically exclude coursework completed prior to employment. Given that, I am seeking clarification on how the application of the PGS Reference Guide overrides or supplements the negotiated contract language in this determination.

Additionally, I am requesting clarification on how this interpretation has been applied consistently, particularly in cases where comparable employees have received full credit for similar coursework.

At this time, I am in the process of seeking a contract attorney to review this matter to ensure that both the contract and applicable policies have been applied appropriately and consistently.

Please also confirm the formal appeal or grievance process available so this matter can be properly reviewed.

Thank you for your time and attention.

Clyde Smith, MBA, MEd.
AP/Honors Chemistry Teacher
Centennial High School
10200 W Centennial Pkwy,

On Mon, Mar 9, 2026 at 05:19 Professional Growth System <pgs@nv.ccsd.net> wrote:

- Articles 26-2 through 26-5 of the negotiated agreement provide the process for advancing on the salary table.
- While the contract does not specifically exclude coursework taken prior to employment, it outlines the process for employees to advance on the table per the PGS Reference Guide.

Any credits prior to your hire date are not accepted as you had requested 296 CUs. Contact Units may only be accrued while a contracted employee with the District and not before.

- At this point, we will allow CCEA to weigh-in on this if they disagree with this interpretation that has been in place since 2016.
- Please see page two of the PGS Reference Guide, linked below, for information regarding how university coursework is applied to CU accrual.

Thank you,
The Professional Growth System Review Team

PGS Resources:

[PGS Website](#)

[PGS Reference Guide](#)

[Documentation Required for CU Submissions in ELMS](#)

[ELMS Submission Examples](#)

PGS Information Sessions are listed in the ELMS (Learning Activity keyword 'PGS Information').

Deadlines, directions, documents, and tutorial videos for submitting Contact Unit and Professional Growth Plan documentation for licensed employees can be found on the PGS website:



The Professional Growth System Review Team
Human Resources Unit
Phone: 702-799-4747
Email: pgs@nv.ccsd.net

We value your opinion! Please take a few moments to share your experience from today's interaction with us by completing the following [survey](#).

On Fri, Mar 6, 2026 at 10:45 AM Clyde Smith [Centennial HS] <smithc10@nv.ccsd.net> wrote:

Dear Professional Growth System Team,

Thank you for your response and for confirming that the coursework completed while I was employed with the District from **Summer 2023 through Spring 2024** was awarded **200 Contact Units**.

Based on your explanation, I understand that the remaining Contact Units were not accepted because they were completed prior to my **July 29, 2020 hire date**, and that Contact Units may only be accrued while working as a contracted employee under the collective bargaining agreement.

To ensure I fully understand the policy being applied, I would appreciate clarification regarding several points related to the eligibility of graduate coursework for salary advancement.

First, the coursework referenced in my submission was **graduate-level coursework completed as part of an accredited educator preparation program that ultimately resulted in Nevada teaching licensure through the Alternative Route to Licensure (ARL) program**. While I understand that licensure requirements and salary advancement requirements are separate processes, graduate coursework used in educator preparation programs frequently serves both purposes—meeting licensure requirements while also representing graduate-level academic advancement.

Because of this, I would like to better understand how the Professional Growth System evaluates graduate coursework that is part of a **state-approved licensure preparation program**.

The ARL program itself represents a structured educator preparation pathway that includes coursework completed both prior to and during employment. These courses are not independent or unrelated credits but are components of a **single licensure pathway leading to a Standard Nevada teaching license**.

For that reason, it is difficult to understand how coursework that is part of the same licensure preparation program can be separated into two categories—one portion considered eligible for advancement and another portion categorically excluded solely based on the timing of employment. Additionally, both of my employment contracts (which are attached for reference) contain the same licensing requirement language stating that a licensed employee must hold and maintain a valid Nevada teaching license in order to be employed in a licensed position. Completion of the ARL coursework was therefore required to obtain and maintain the licensure necessary for my continued employment as a licensed educator.

After reviewing both contracts, several relevant points appear clear:

- **My employment status with CCSD did not change before or after completion of the ARL program.**
- **The same Nevada licensure requirement language appears in both contracts.**

• **Completion of ARL coursework was required to obtain and maintain the Nevada teaching license necessary for my employment.**

Because salary advancement is governed by the negotiated agreement incorporated into my employment contract, I would appreciate clarification regarding the specific policy language used to exclude these graduate credits.

Specifically, I would appreciate guidance on the following:

1. The **specific section of the CCEA negotiated agreement** governing Contact Unit eligibility for salary advancement.
2. Whether **graduate-level coursework completed prior to employment is categorically excluded**, even when it is part of an accredited educator preparation or licensure program.
3. How the Professional Growth System distinguishes between **graduate coursework associated with educator preparation programs** and other types of graduate coursework when evaluating CU eligibility.

As indicated previously, because CU accrual and salary advancement are governed by the collective bargaining agreement, I have included my **CCEA union representative** on this email so that the applicable negotiated agreement provisions can be reviewed if necessary.

My goal is simply to ensure that the applicable policies are being applied consistently and that I fully understand the basis for the determination.

Thank you for your time and clarification.

Sincerely,

Clyde Smith, MBA, MEd
General and AP Chemistry Educator
Centennial High School
[10200 W Centennial Pkwy,](#)
[Las Vegas, NV 89149](#)
Contact: [\(702\) 799-3440](#) ex: 3907
smithc10@nv.ccsd.net



It doesn't matter how beautiful your theory is, it doesn't matter how smart you are. If it doesn't agree with experiment, it's wrong. Professor Richard Feynman

On Fri, Mar 6, 2026 at 10:28 AM Professional Growth System <pgs@nv.ccsd.net> wrote:

The coursework that you are here referencing which was taken while you were employed with the District (25 semester credits from the summer of 2023 through the spring of 2024) was awarded 200 CUs on September 3, 2025. It is the coursework prior to your July 29, 2020, start date that was not accepted.

Please refer to the previous email:

Licensure requirements are separate from and not related to salary advancement requirements.

The note regarding your hire date was to let you know that any credits prior to your hire date are not accepted as you had requested 296 CUs. Contact Units may only be accrued while a contracted employee with the District and not before. As CU accrual is part of the process for salary advancement set forth by the collective bargaining agreement, it can only be undertaken when one is working under that CBA.

You may address any concerns through CCEA as they are also familiar with the process for CU accrual.

Thank you,
The Professional Growth System Review Team

PGS Resources:

[PGS Website](#)

[PGS Reference Guide](#)

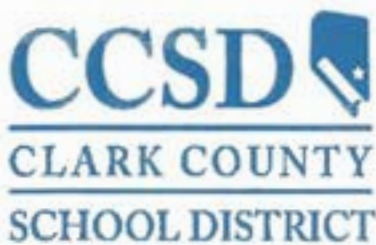
[Documentation Required for CU Submissions in ELMS](#)

[ELMS Submission Examples](#)

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Deadlines, directions, documents, and tutorial videos for submitting Contact Unit and Professional Growth Plan documentation for licensed employees can be found on the PGS website:

<https://www.ccsd.net/resources/ccsd-professional-growth-system-pgs>



The Professional Growth System Review Team
Human Resources Unit
Phone: 702-799-4747
Email: pgs@nv.ccsd.net

We value your opinion! Please take a few moments to share your experience from today's interaction with us by completing the following [survey](#).

On Fri, Mar 6, 2026 at 8:01 AM Clyde Smith [Centennial HS] <smithc10@nv.ccsd.net> wrote:

Dear Professional Growth System Team,

I am writing to follow up regarding my request for Professional Growth credit and salary column advancement following completion of the Alternative Route to Licensure (ARL) program. For clarity and reference, **I have attached both of my CCSD employment contracts (during the ARL period and after completion of the ARL program).**

After reviewing the explanation provided for denying these credits, I would like to respectfully clarify several policy and contractual points that appear relevant to this determination.

Your response indicated that the coursework was not eligible because coursework completed prior to my hire date of **July 29, 2020 may not accrue credit units**. However, this reasoning does not appear to apply to the coursework submitted through my ARL program.

First, the coursework in question was **not completed prior to employment with CCSD**. The ARL program I completed through the University of Nevada, Las Vegas occurred from **Summer 2023 through Spring 2024**, well after my hire date with the district.

Second, the coursework was not discretionary or pre-employment coursework. The **Alternative Route to Licensure program requires candidates to complete graduate-level coursework while employed in order to obtain and maintain a Nevada teaching license**.

Nevada Administrative Code governing educator licensure provides for the **Alternative Route to Licensure pathway**, under which individuals with a bachelor's degree may be issued a conditional teaching license while completing required coursework through an approved preparation program. Under this framework, candidates must complete prescribed coursework through the ARL program in order to obtain a **Standard Nevada teaching license**.

Because the ARL structure allows candidates to teach **while completing required licensure coursework**, the coursework is part of the licensure process while employed rather than coursework taken prior to employment.

My employment contract also states that a licensed employee must maintain a valid Nevada teaching license as a condition of employment:

"An individual cannot be legally employed in the public schools of Nevada in a position requiring a license unless the individual holds a valid Nevada license."

The ARL coursework was therefore **required to obtain and maintain the licensure necessary for my continued employment** rather than coursework completed before employment.

After reviewing both of my employment contracts, several important points are clear:

- **My employment status with CCSD did not change before or after completion of the ARL program.**
- **The same Nevada licensure requirement language appears in both contracts.**
- **Completion of ARL coursework was required in order to obtain and maintain the Nevada teaching license necessary for my continued employment.**

Additionally, the contract states that the **Negotiated Agreement between the Clark County School District and the Clark County Education Association is incorporated into the employment contract and governs the terms and conditions of employment**, including salary schedule placement and advancement.

The ARL program resulted in **33 semester hours of graduate-level credit**, which were submitted through the Professional Growth System for column advancement based on educational attainment.

Given the above policy and contractual context, I respectfully request clarification on the following points:

1. Whether graduate-level coursework completed through an approved **Alternative Route to Licensure program while employed** qualifies for Professional Growth credit.
2. The specific CCSD policy language that excludes ARL graduate coursework from column advancement.
3. Confirmation of how the Professional Growth System evaluates graduate credits earned through state-approved licensure programs.

Because salary schedule placement is governed by the negotiated agreement incorporated into my contract, I **have included my union representative on this email for transparency and awareness.**

If necessary, I am prepared to pursue formal review through the contractual grievance process to ensure the negotiated agreement and Professional Growth System policies are applied consistently and in accordance with Nevada licensure regulations.

Thank you for your time and clarification.

Sincerely,

Clyde Smith, MBA, MEd
General and AP Chemistry Educator
Centennial High School
[10200 W Centennial Pkwy,](#)
[Las Vegas, NV 89149](#)
Contact: [\(702\) 799-3440](#) ext 3907
smithc10@nv.ccsd.net



It doesn't matter how beautiful your theory is, it doesn't matter how smart you are. **if it doesn't agree with experiment, it's wrong.** Professor Richard Feynman

Dante Dabaghian

From: Jennifer McMillin
Sent: Monday, May 4, 2026 7:19 PM
To: Dante Dabaghian
Subject: Fw: Request for Review of Advancement Credit – ARL Program Completion

Jennifer McMillin
Field Representative
Phone: 702-473-1021
Email: jmcmillin@ccea-nv.org



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

If you have received an investigatory notice and need to schedule representation, or if you have received a disciplinary document, please forward the documents as soon as possible to ar@ccea-nv.org and a representative will contact you.

From: Brenda Pearson <bpearson@ccea-nv.org>
Sent: Friday, March 6, 2026 4:05 PM
To: Jennifer McMillin <jmcmillin@ccea-nv.org>
Subject: Re: Request for Review of Advancement Credit – ARL Program Completion

That is incorrect. All certificates include time before beginning with CCSD. The PGS department will reject any time before they started with CCSD. We changed the certificates to state that they could not include the time before being contracted. This was a clarification we made in the email during this round of certificates. All ARL ToT completers will be treated the same.

b

Brenda A. Pearson, PhD
Director of Strategic Policy Initiatives | Clark County Education Association
Cell 702.285.6011 | Office 702.473.1023

From: Jennifer McMillin <jmcmillin@ccea-nv.org>
Date: Friday, March 6, 2026 at 3:08 PM
To: Brenda Pearson <bpearson@ccea-nv.org>
Subject: FW: Request for Review of Advancement Credit – ARL Program Completion

Brenda,

This person is pretty adamant that he's had co-workers from his same ARL program who were able to receive CUs for courses that they took prior to entering the district. I noted to him that I would confirm with you that it

is still the case that you cannot receive CUs for courses taken prior to hire, even if they were taken as part of an ARL program. Please confirm.

Jennifer McMillin
Field Representative
Phone: 702-473-1021
Email: jmcmillin@ccea-nv.org

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

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From: Professional Growth System <pgs@nv.ccsd.net>
Sent: Friday, March 06, 2026 6:02 AM
To: Clyde Smith [Centennial HS] <smithc10@nv.ccsd.net>
Cc: Jennifer McMillin <jmcmillin@ccea-nv.org>
Subject: Re: Request for Review of Advancement Credit – ARL Program Completion

Licensure requirements are separate from and not related to salary advancement requirements.

The note regarding your hire date was to let you know that any credits prior to your hire date are not accepted as you had requested 296 CUs.

Contact Units may only be accrued while a contracted employee with the District and not before. As CU accrual is part of the process for salary advancement set forth by the collective bargaining agreement, it can only be undertaken when one is working under that CBA.

Consistent review standards are maintained by the PGS Department. If you believe that an individual was wrongfully awarded CUs, please provide us with that individual's information so that an audit may be conducted to make sure that any potential errors are addressed.

Thank you,
The Professional Growth System Review Team

PGS Resources:
[PGS Website](#)

PGS Reference Guide
Documentation Required for CU Submissions in ELMS
ELMS Submission Examples

PGS Information Sessions are listed in the ELMS (Learning Activity keyword 'PGS Information').

Deadlines, directions, documents, and tutorial videos for submitting Contact Unit and Professional Growth Plan documentation for licensed employees can be found on the PGS website:

<https://www.ccsd.net/resources/ccsd-professional-growth-system-pgs>

The Professional Growth System Review Team
Human Resources Unit
Phone: 702-799-4747
Email: pgs@nv.ccsd.net

We value your opinion! Please take a few moments to share your experience from today's interaction with us by completing the following [survey](#).

On Fri, Mar 6, 2026 at 12:23 AM Clyde Smith [Centennial HS] <smithc10@nv.ccsd.net> wrote:

Dear Professional Growth System Team,

I am writing to formally request a review of the determination regarding my salary advancement following completion of the Alternative Route to Licensure (ARL) program.

I completed the ARL pathway through the University of Nevada, Las Vegas from **Summer 2023 through Spring 2024**, totaling **25 semester hours (200 CUs)** of graduate-level coursework. The coursework included:

CIG 690
CME 705
EPY 709
ESP 701
ESP 730
CIG 697
CIS 563
CIT 602
TESL 752

According to the approver comment in the Professional Growth System, these courses were not credited because coursework completed prior to my hire date of **July 29, 2020 may not accrue credit units**. However, this interpretation does not accurately reflect the structure and requirements of the ARL program.

The **Alternative Route to Licensure (ARL)** pathway in Nevada is specifically designed for individuals who already hold a bachelor's degree but did not complete a traditional teacher preparation program. Participants are issued a **conditional teaching license and must complete required graduate coursework while working toward a Standard Nevada teaching license**.

Because these courses were **mandatory components of the ARL licensure program**, they were not optional coursework taken prior to licensure. Rather, they were required in order to transition from conditional licensure to a **Standard Nevada teaching license**. Without completing these courses, I would not have been able to obtain my standard teaching license or continue meeting Nevada educator licensure requirements.

Additionally, **all of my white colleagues who were in the same ARL program cohort with me submitted the same credit hours and coursework for advancement and received their salary advancement**. They completed the same program and submitted the same required coursework, yet my advancement request was denied.

This raises a serious concern regarding **consistent application of the policy**, as identical coursework from the same ARL program appears to have been approved for others but denied in my case.

Furthermore, the **CCSD salary schedule provides column advancement based on educational attainment**, including movement to higher columns such as **Master's and Master's plus additional credits** when educators earn graduate-level semester hours through accredited programs. These ARL courses resulted in **graduate semester credits that were submitted through the Professional Growth System for column advancement**, which aligns with the district's salary column advancement structure.

For transparency and representation, **I have included my union representative on this email** so they are aware of this matter as it is reviewed.

Given these circumstances, I respectfully request:

1. A formal reevaluation of my ARL coursework for Professional Growth credit and column advancement.
2. Written clarification of the policy used to exclude these credits.
3. Confirmation that the same standards are being applied consistently across ARL participants who completed the same program.

If necessary, **I am prepared to pursue formal review through the contractual grievance process** to ensure that the Professional Growth System policies and the negotiated agreement are being applied consistently and fairly.

I am happy to provide transcripts, program documentation, or any additional information needed to support this review.

Thank you for your time and consideration. I look forward to your response.

Sincerely,

Clyde Smith, MBA, MEd
General and AP Chemistry Educator
Centennial High School
10200 W Centennial Pkwy,
Las Vegas, NV 89149
Contact: (702) 799-3440 ext 3907
smithc10@nv.ccsd.net

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Dante Dabaghian

From: Jennifer McMillin
Sent: Monday, May 4, 2026 7:35 PM
To: Dante Dabaghian
Subject: Fw: Request for Policy Clarification – ARL Graduate Coursework and Professional Growth Credit Eligibility

Jennifer McMillin
Field Representative
Phone: 702-473-1021
Email: jmcmillin@ccea-nv.org

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

If you have received an investigatory notice and need to schedule representation, or if you have received a disciplinary document, please forward the documents as soon as possible to ar@ccea-nv.org and a representative will contact you.

From: Jennifer McMillin
Sent: Friday, March 6, 2026 3:23 PM
To: smithc10@nv.ccsd.net <smithc10@nv.ccsd.net>
Subject: FW: Request for Policy Clarification – ARL Graduate Coursework and Professional Growth Credit Eligibility

Clyde,

I sent an email that I had noted that I would send.

What were the dates for your Summer 2020 CIS 684? That is, what date did you complete that course?

Also, be advised that you can remove your Oral Warning from 2022 from your files.

To have it removed, fill out the form below and send it back to me.

Title: CCF-21, Oral Warning, 2/24/22

<https://new.ccea-nv.org/wp-content/uploads/2024/03/Document-Removal-Request2024-3.pdf>

Jennifer McMillin
Field Representative
Phone: 702-473-1021
Email: jmcmillin@ccea-nv.org

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From: Professional Growth System <pgs@nv.ccsd.net>

Sent: Friday, March 06, 2026 10:20 AM

To: Clyde Smith [Centennial HS] <smithc10@nv.ccsd.net>

Cc: Jennifer McMillin <jmcmillin@ccea-nv.org>

Subject: Re: Request for Policy Clarification – ARL Graduate Coursework and Professional Growth Credit Eligibility

The coursework that you are here referencing which was taken while you were employed with the District (25 semester credits from the summer of 2023 through the spring of 2024) was awarded 200 CUs on September 3, 2025. It is the coursework prior to your July 29, 2020, start date that was not accepted.

Please refer to the previous email:

Licensure requirements are separate from and not related to salary advancement requirements.

The note regarding your hire date was to let you know that any credits prior to your hire date are not accepted as you had requested 296 CUs.

Contact Units may only be accrued while a contracted employee with the District and not before. As CU accrual is part of the process for salary advancement set forth by the collective bargaining agreement, it can only be undertaken when one is working under that CBA.

You may address any concerns through CCEA as they are also familiar with the process for CU accrual.

Thank you,

The Professional Growth System Review Team

PGS Resources:

[PGS Website](#)

[PGS Reference Guide](#)

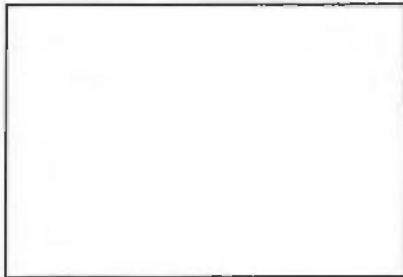
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The Professional Growth System Review Team

Human Resources Unit

Phone: 702-799-4747

Email: pgs@nv.ccsd.net

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First, the coursework in question was **not completed prior to employment with CCSD**. The ARL program I completed through the University of Nevada, Las Vegas occurred from **Summer 2023 through Spring 2024**, well after my hire date with the district.

Second, the coursework was not discretionary or pre-employment coursework. The **Alternative Route to Licensure program requires candidates to complete graduate-level coursework while employed in order to obtain and maintain a Nevada teaching license**.

Nevada Administrative Code governing educator licensure provides for the **Alternative Route to Licensure pathway**, under which individuals with a bachelor's degree may be issued a conditional teaching license while completing required coursework through an approved preparation program. Under this framework, candidates must complete prescribed coursework through the ARL program in order to obtain a **Standard Nevada teaching license**.

Because the ARL structure allows candidates to teach **while completing required licensure coursework**, the coursework is part of the licensure process while employed rather than coursework taken prior to employment.

My employment contract also states that a licensed employee must maintain a valid Nevada teaching license as a condition of employment:

"An individual cannot be legally employed in the public schools of Nevada in a position requiring a license unless the individual holds a valid Nevada license."

The ARL coursework was therefore **required to obtain and maintain the licensure necessary for my continued employment** rather than coursework completed before employment.

After reviewing both of my employment contracts, several important points are clear:

- **My employment status with CCSD did not change before or after completion of the ARL program.**
- **The same Nevada licensure requirement language appears in both contracts.**
- **Completion of ARL coursework was required in order to obtain and maintain the Nevada teaching license necessary for my continued employment.**

Additionally, the contract states that the **Negotiated Agreement between the Clark County School District and the Clark County Education Association is incorporated into the employment contract and governs the terms and conditions of employment**, including salary schedule placement and advancement.

The ARL program resulted in **33 semester hours of graduate-level credit**, which were submitted through the Professional Growth System for column advancement based on educational attainment. Given the above policy and contractual context, I respectfully request clarification on the following points:

1. Whether graduate-level coursework completed through an approved **Alternative Route to Licensure program while employed** qualifies for Professional Growth credit.
2. The specific CCSD policy language that excludes ARL graduate coursework from column advancement.
3. Confirmation of how the Professional Growth System evaluates graduate credits earned through state-approved licensure programs.

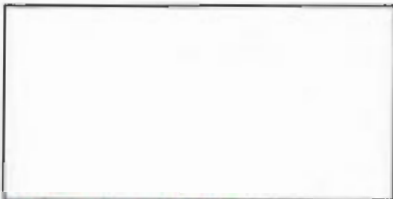
Because salary schedule placement is governed by the negotiated agreement incorporated into my contract, **I have included my union representative on this email for transparency and awareness.**

If necessary, I am prepared to pursue formal review through the contractual grievance process to ensure the negotiated agreement and Professional Growth System policies are applied consistently and in accordance with Nevada licensure regulations.

Thank you for your time and clarification.

Sincerely,

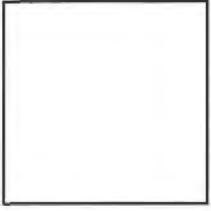
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Dante Dabaghian

From: Jennifer McMillin
Sent: Tuesday, March 10, 2026 5:05 PM
To: Clyde Smith [Centennial HS]
Subject: CCEA Call 3/10

Here are the microcredential courses:

<https://ccea-nv.org/live/microcredentials/>

PGS Guidance:

<https://new.ccea-nv.org/wp-content/uploads/2024/05/9.1.23-PGS-Reference-Guide.pdf>

Email:

The following will be sent out today by CCSD:

Email Subject Line: CCSD Professional Growth System

Please refer to the message provided below from the Human Resources Unit.

As a reminder, Monday, June 1, 2026, is the Professional Growth System (PGS) deadline for licensed personnel to submit the 2026–2027 Request for Column Advancement. Please refer to the PGS website for additional information: <https://teachvegas.ccsd.net/teaching/professional-growth-system/>
Licensed employees submitting documentation for PGS advancement must know:

- Employees must submit original, unaltered documentation in the Enterprise Learning Management System (ELMS) as provided by the issuing organization.
- Employees modifying documentation provided by the issuing organization and submitting altered documentation in the ELMS for PGS advancement may result in discipline up to and including termination.

For questions or additional assistance, please contact the PGS Department, pgs@nv.ccsd.net, (702) 799-4747.

Jennifer McMillin
Field Representative
Phone: 702-473-1021
Email: jmcmillin@ccea-nv.org

CCEA Clark County Education Association
the Union
of teaching professionals
4230 McLeod Drive
Las Vegas, NV 89121

Office: 702 733 3063

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

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Dante Dabaghian

From: Jennifer McMillin
Sent: Monday, May 4, 2026 7:07 PM
To: Dante Dabaghian
Subject: Fw: Human Resources

Jennifer McMillin
Field Representative
Phone: 702-473-1021
Email: jmcmillin@ccea-nv.org

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4230 McLeod Drive
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From: Clyde Smith [Centennial HS] <smithc10@nv.ccsd.net>
Sent: Wednesday, March 25, 2026 3:02 PM
To: Jennifer McMillin <jmcmillin@ccea-nv.org>
Subject: Human Resources

Hi Jennifer, I wanted to inform you that I am escalating my concern regarding credit eligibility under Article 26 to Human Resources for formal review. Based on the contract language and prior responses, I will also be preparing to move forward with a formal grievance if necessary. Just keeping you informed.
V/r

Clyde Smith, MBA, MEd
General and AP Chemistry Educator
Centennial High School
10200 W Centennial Pkwy,
Las Vegas, NV 89149
Contact: (702) 799-3440 ext 3907
smithc10@nv.ccsd.net



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Dante Dabaghian

From: Jennifer McMillin
Sent: Tuesday, May 5, 2026 3:39 PM
To: Dante Dabaghian
Subject: FW: Human Resources

Jennifer McMillin
Field Representative
Phone: 702-473-1021
Email: jmcmillin@ccea-nv.org

CCEA the union
Clark County Education Association of teaching professionals
4230 McLeod Drive
Las Vegas, NV 89121
Office: 702 733 3063
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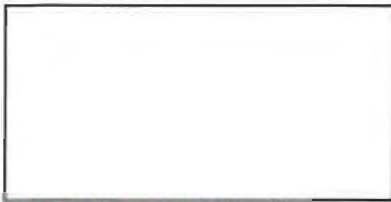
If you have received an investigatory notice and need to schedule representation, or if you have received a disciplinary document, please forward the documents as soon as possible to ar@ccea-nv.org and a representative will contact you.

From: Clyde Smith [Centennial HS] <smithc10@nv.ccsd.net>
Sent: Wednesday, March 25, 2026 3:03 PM
To: Jennifer McMillin <jmcmillin@ccea-nv.org>
Subject: Human Resources

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V/r

Clyde Smith, MBA, MEd
General and AP Chemistry Educator
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10200 W Centennial Pkwy,
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Contact: (702) 799-3440 ext 3907
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Clyde Smith [Centennial HS] <smithc10@nv.ccsd.net>

Request for Union Guidance Regarding Professional Growth Credit Determination

3 messages

Clyde Smith [Centennial HS] <smithc10@nv.ccsd.net>

Fri, Mar 6, 2026 at 10:53 AM

To: Jennifer McMillin <jmcmillin@ccea-nv.org>

Dear Jennifer,

I hope you are doing well. I am reaching out to request your guidance regarding an issue I am currently experiencing with the Professional Growth System (PGS) related to salary advancement and Contact Unit credit.

Recently, I submitted graduate-level coursework through the Professional Growth System for column advancement. The coursework was part of the **Alternative Route to Licensure (ARL) program through UNLV**, which I began in **January 2020 (pre-COVID)** and completed in **May 2024**, resulting in **33 graduate semester credits**.

PGS approved **200 Contact Units** for the portion of coursework completed while I was employed with CCSD (Summer 2023 through Spring 2024). However, they denied the remaining Contact Units because some of the coursework was completed **prior to my July 29, 2020 hire date**.

Their explanation is that Contact Units may only be accrued while working as a contracted employee under the collective bargaining agreement and that licensure requirements are considered separate from salary advancement requirements.

My concern is that the coursework in question was part of the **same educator preparation and licensure pathway** that ultimately resulted in my Nevada teaching license through the ARL program. These were not unrelated graduate courses but components of a structured educator preparation program that spanned **January 2020 through May 2024**.

Because the program functioned as a **single licensure pathway**, separating the coursework into two categories based solely on my hire date appears to treat portions of the same program differently for advancement purposes.

Additionally, both of my CCSD employment contracts (during the ARL period and after completion of the ARL program) contain the same language stating that a licensed

employee must maintain a valid Nevada teaching license in order to be employed in a licensed position.

Because this issue involves interpretation of the **collective bargaining agreement governing Contact Unit accrual and salary advancement**, I wanted to reach out to you directly for guidance on how this situation should be addressed.

Specifically, I would appreciate your input on:

- Whether graduate coursework that is part of an accredited educator preparation or licensure program can be excluded from Contact Unit eligibility solely because some courses occurred prior to employment.
- Whether this determination aligns with the **CCEA negotiated agreement governing CU accrual and salary advancement**.
- Whether this situation may warrant further review through the union.

I have attached the email correspondence from PGS along with my contracts for your reference.

Thank you very much for your time and assistance. I appreciate any guidance you can provide.

Sincerely,

Clyde Smith, MBA, MEd
General and AP Chemistry Educator
Centennial High School
10200 W Centennial Pkwy,
Las Vegas, NV 89149
Contact: (702) 799-3440 ext 3907
smithc10@nv.ccsd.net



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Reply-To: jmcmillin@ccea-nv.org

To: smithc10@nv.ccsd.net

⚠ Your email to jmcmillin@ccea-nv.org has not been opened yet. Snooze for [24H](#), [48H](#) or [72H](#) ([disable](#))

Mailsuite Reminder <reminders@mailsuite.com>

Mon, Mar 9, 2026 at 11:53 AM

Reply-To: jmcmillin@ccea-nv.org

To: smithc10@nv.ccsd.net

📧 You've not received a reply yet. Snooze for [24H](#), [48H](#), or [72H](#)



Clyde Smith [Centennial HS] <smithc10@nv.ccsd.net>

Request for Guidance and Formal Review – ARL Coursework, Contact Units, and Salary Column Advancement

3 messages

Clyde Smith [Centennial HS] <smithc10@nv.ccsd.net>

Fri, Mar 6, 2026 at 2:59 PM

To: Jennifer McMillin <jmcmillin@ccea-nv.org>

Hello Jennifer,

Thank you again for your time and assistance regarding the Professional Growth System (PGS) determination related to my Alternative Route to Licensure (ARL) coursework and Contact Unit submission. After reviewing the response from PGS, my transcripts, and the UNLV ARL program requirements, I would like to clearly express that I intend to pursue this matter and would appreciate your guidance on how best to proceed under the CCEA negotiated agreement.

In **January 2020**, I began the **UNLV Alternative Route to Licensure (ARL) program for Secondary Science Education**. This program was required for me to become eligible to be hired as a licensed teacher.

In **July 2020**, I was hired as a contracted licensed teacher with CCSD and continued completing the ARL program while teaching. Due to the disruptions caused by **COVID-19 during the early stages of the pandemic**, I had to drop and retake some courses at different points in the program as the district and universities transitioned to remote instruction and adjusted schedules. As a result, the program timeline extended longer than originally anticipated, and I ultimately completed the ARL program in **May 2024**. The program resulted in the conferral of a **Master of Education in Curriculum and Instruction – Secondary Science Education** from the University of Nevada, Las Vegas in **August 2024**.

The ARL program required a specific sequence of graduate-level coursework. These were not elective or unrelated graduate classes; they were the exact courses required by the UNLV ARL program structure. The coursework included classes such as:

- CIG 690 – Teacher Action Research
- CME 705 – Multicultural Education
- CIS 684 – Curriculum and Instruction
- CIS 602, CIS 603, CIS 604 – Pedagogy and classroom instruction
- ESP 701 – Special Education and legal issues
- ESP 730 – Parent involvement
- CIS 563 – Teaching secondary science

- EPY 709 – Classroom assessment
- CIT 602 – Technology in secondary curriculum
- TESL 752 – Methods for English learners
- CIG 697 – Culminating experience

These courses collectively fulfill the required curriculum for the **UNLV ARL Secondary Science Education program** and ultimately resulted in the awarding of the Master's degree.

The Professional Growth System approved **200 Contact Units for coursework completed between Summer 2023 and Spring 2024**, but denied additional Contact Units on the basis that **some** coursework occurred prior to my **July 29, 2020 hire date** as a contracted teacher.

However, this determination raises several **concerns** that I would like to review with you.

First, the ARL coursework **was** not optional coursework taken independently. It **was a structured educator preparation program required for licensure and employment as a teacher**. These courses **were** necessary for me to obtain and maintain the Nevada teaching license required to hold **a** contracted teaching position.

Second, the coursework represents the required curriculum of **an accredited graduate degree program**, which ultimately resulted in the conferral of **a Master of Education degree from UNLV**.

This raises **a** broader question regarding how the district is evaluating this situation. My understanding of the CCSD salary structure under the negotiated agreement is that advancement to the **Master's column** is typically based on the attainment of **an** accredited Master's degree, rather than solely on Contact Unit accrual through the Professional Growth System.

Because of this, I **am** trying to understand whether two separate issues may be involved here:

1. The Professional Growth System's determination regarding Contact Units for individual coursework, and
2. Salary column placement based on the conferral of **a** Master's degree.

If the Master of Education degree itself qualifies for placement on the Master's column, then it **seems** possible that the degree — rather than the individual ARL courses — should be the determining factor for salary advancement.

Given these circumstances, I would like to pursue clarification and, if necessary, a formal review regarding how the ARL coursework and the resulting Master's degree should be applied under the provisions of the **CCSD-CCEA negotiated agreement**.

Specifically, I would appreciate your guidance on the following points:

- Whether graduate coursework completed as part of an accredited ARL licensure program should be eligible for Contact Units under the professional growth provisions.
- Whether the **Master of Education degree awarded through the ARL program** independently qualifies for advancement to the Master's salary column.
- Whether the current determination by PGS aligns with the language and intent of the negotiated agreement governing salary advancement.
- Whether this situation may warrant review through the **union grievance or contractual review process**.

I have retained documentation including my UNLV transcript, ARL program plan of study, contracts, and the PGS correspondence outlining their determination, and I would be happy to provide anything further that may be helpful.

I want to approach this appropriately and professionally, but I also want to ensure that the negotiated agreement is being applied correctly and consistently.

Thank you very much for your time and guidance. I appreciate your help in navigating this situation.

Sincerely,

Clyde Smith, MBA, MEd

General and AP Chemistry Educator
Centennial High School
10200 W Centennial Pkwy,
Las Vegas, NV 89149
Contact: (702) 799-3440 ext 3907
smithc10@nv.ccsd.net



It doesn't matter how beautiful your theory is, it doesn't matter how smart you are. If it doesn't agree with experiment, it's wrong. Professor Richard Feynman

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2 attachments



SSR_TSRP_UNF.pdf

8K



2020-21-ICSMED-SecondaryScienceEdARL.pdf

141K

Mailsuite Reminder <reminders@mailsuite.com>

Sat, Mar 7, 2026 at 2:59 PM

Reply-To: jmcmillin@ccea-nv.org

To: smithc10@nv.ccsd.net

Your email to jmcmillin@ccea-nv.org has not been opened yet. Snooze for [24H](#), [48H](#) or [72H](#) ([disable](#))

Mailsuite Reminder <reminders@mailsuite.com>

Mon, Mar 9, 2026 at 3:59 PM

Reply-To: jmcmillin@ccea-nv.org

To: smithc10@nv.ccsd.net

You've not received a reply yet. Snooze for [24H](#), [48H](#), or [72H](#)



Clyde Smith [Centennial HS] <smithc10@nv.ccsd.net>

Human Resources

1 message

Clyde Smith [Centennial HS] <smithc10@nv.ccsd.net>

Wed, Mar 25, 2026 at 3:02 PM

To: Jennifer McMillin <jmcmillin@ccea-nv.org>

Hi Jennifer, I wanted to inform you that I am escalating my concern regarding credit eligibility under Article 26 to Human Resources for formal review. Based on the contract language and prior responses, I will also be preparing to move forward with a formal grievance if necessary. Just keeping you informed.

V/r

Clyde Smith, MBA, MEd
General and AP Chemistry Educator
Centennial High School
10200 W Centennial Pkwy,
Las Vegas, NV 89149
Contact: (702) 799-3440 ext 3907
smithc10@nv.ccsd.net



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Clyde Smith [Centennial HS] <smithc10@nv.ccsd.net>

Additional Context Regarding ARL Coursework

3 messages

Clyde Smith [Centennial HS] <smithc10@nv.ccsd.net>

Fri, Mar 6, 2026 at 11:33 AM

To: Jennifer McMillin <jmcmillin@ccea-nv.org>

Hello Jennifer,

I wanted to clarify an important point regarding my ARL coursework.

I have been employed by CCSD since 2015 as a substitute teacher. My Alternative Route to Licensure (ARL) program began in January 2020 while I was already working for the district and was required in order for me to be hired as a licensed teacher.

I was then hired as a contracted teacher in July 2020 and continued completing the ARL program until finishing in May 2024.

Because the ARL program was required for licensure and completed while I was already employed by CCSD, I would appreciate any guidance on whether this coursework may qualify for Contact Units under the professional growth provisions.

Thank you for your assistance.

Clyde Smith

Clyde Smith, MBA, MEd
General and AP Chemistry Educator
Centennial High School
10200 W Centennial Pkwy,
Las Vegas, NV 89149
Contact: (702) 799-3440 ext 3907
smithc10@nv.ccsd.net



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Mailsuite Reminder <reminders@mailsuite.com>

Sat, Mar 7, 2026 at 11:33 AM

Reply-To: jmcmillin@ccea-nv.org

To: smithc10@nv.ccsd.net

 Your email to jmcmillin@ccea-nv.org has not been opened yet. Snooze for [24H](#), [48H](#) or [72H](#) ([disable](#))

Mailsuite Reminder <reminders@mailsuite.com>

Mon, Mar 9, 2026 at 12:33 PM

Reply-To: jmcmillin@ccea-nv.org

To: smithc10@nv.ccsd.net

 You've not received a reply yet. Snooze for [24H](#), [48H](#), or [72H](#)

EXHIBIT 17

Additional Supporting Evidence (license renewal, PGS correspondence, autoresponses, resubmission communications, contract-clarification correspondence)

Clyde Smith, MBA
AP Chemistry Teacher
Centennial High School
10200 W Centennial Pkwy,
Las Vegas, NV 89149
Contact: 702-799-3440 ext. 3907

0031- Licensure <0031-licensure@nv.ccsd.net>

Tue, Jun 18, 2024 at 6:34 AM

To: "Clyde Smith [Centennial HS]" <smithc10@nv.ccsd.net>

Received, thank you.

Thank you,

Licensure Services

Clark County School District
Location 0032
Human Resources Division



2832 East Flamingo Road
Las Vegas, Nevada 89121

Email: licensure@nv.ccsd.net

[Quoted text hidden]

Clyde Smith [Centennial HS] <smithc10@nv.ccsd.net>

Tue, Jun 18, 2024 at 10:18 AM

To: 0031- Licensure <0031-licensure@nv.ccsd.net>

You're welcome!

[Quoted text hidden]



Clyde Smith [Centennial HS] <smithc10@nv.ccsd.net>

Request for Review of Advancement Credit – ARL Program Completion

3 messages

Clyde Smith [Centennial HS] <smithc10@nv.ccsd.net>

Fri, Mar 6, 2026 at 12:22 AM

To: Professional Growth System <pgs@nv.ccsd.net>, Jennifer McMillin <jmcmillin@ccea-nv.org>

Dear Professional Growth System Team,

I am writing to formally request a review of the determination regarding my salary advancement following completion of the Alternative Route to Licensure (ARL) program.

I completed the ARL pathway through the University of Nevada, Las Vegas from **Summer 2023 through Spring 2024**, totaling **25 semester hours (200 CUs)** of graduate-level coursework. The coursework included:

CIG 690
CME 705
EPY 709
ESP 701
ESP 730
CIG 697
CIS 563
CIT 602
TESL 752

According to the approver comment in the Professional Growth System, these courses were not credited because coursework completed prior to my hire date of **July 29, 2020 may not accrue credit units**. However, this interpretation does not accurately reflect the structure and requirements of the ARL program.

The **Alternative Route to Licensure (ARL)** pathway in Nevada is specifically designed for individuals who already hold a bachelor's degree but did not complete a traditional teacher preparation program. Participants are issued a **conditional teaching license and must complete required graduate coursework while working toward a Standard Nevada teaching license**.

Because these courses were **mandatory components of the ARL licensure program**, they were not optional coursework taken prior to licensure. Rather, they were required in order to transition from conditional licensure to a **Standard Nevada teaching license**.

Without completing these courses, I would not have been able to obtain my standard teaching license or continue meeting Nevada educator licensure requirements.

Additionally, **all of my white colleagues who were in the same ARL program cohort with me submitted the same credit hours and coursework for advancement and received their salary advancement.** They completed the same program and submitted the same required coursework, yet my advancement request was denied.

This raises a serious concern regarding **consistent application of the policy**, as identical coursework from the same ARL program appears to have been approved for others but denied in my case.

Furthermore, the **CCSD salary schedule provides column advancement based on educational attainment**, including movement to higher columns such as **Master's and Master's plus additional credits** when educators earn graduate-level semester hours through accredited programs. These ARL courses resulted in **graduate semester credits that were submitted through the Professional Growth System for column advancement**, which aligns with the district's salary column advancement structure.

For transparency and representation, **I have included my union representative on this email** so they are aware of this matter as it is reviewed.

Given these circumstances, I respectfully request:

1. A formal reevaluation of my ARL coursework for Professional Growth credit and column advancement.
2. Written clarification of the policy used to exclude these credits.
3. Confirmation that the same standards are being applied consistently across ARL participants who completed the same program.

If necessary, **I am prepared to pursue formal review through the contractual grievance process** to ensure that the Professional Growth System policies and the negotiated agreement are being applied consistently and fairly.

I am happy to provide transcripts, program documentation, or any additional information needed to support this review.

Thank you for your time and consideration. I look forward to your response.

Sincerely,

Clyde Smith, MBA, MEd

General and AP Chemistry Educator

Centennial High School
10200 W Centennial Pkwy,
Las Vegas, NV 89149
Contact: (702) 799-3440 ext 3907
smithc10@nv.ccsd.net



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4 attachments



Screen Shot 2026-03-05 at 23.26.17 PM.png
55K



ARL Classes.jpg
45K

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624K

ARL Certificate.jpg.pdf
82K

Professional Growth System <pgs@nv.ccsd.net>

Fri, Mar 6, 2026 at 6:02 AM

To: "Clyde Smith [Centennial HS]" <smithc10@nv.ccsd.net>

Cc: Jennifer McMillin <jmcmillin@ccea-nv.org>

Licensure requirements are separate from and not related to salary advancement requirements.

The note regarding your hire date was to let you know that any credits prior to your hire date **are** not accepted as you had requested 296 CUs. Contact Units may only be accrued while a contracted employee with the District and not before. As CU accrual is part of the process for salary advancement set forth by the collective bargaining agreement, it **can** only be undertaken when one is working under that CBA.

Consistent review standards **are** maintained by the PGS Department. If you believe that an individual was wrongfully awarded CUs, please provide us with that individual's information so that **an** audit may be conducted to make **sure** that any potential errors **are** addressed.

Thank you,

The Professional Growth System Review Team

PGS Resources:

[PGS Website](#)

[PGS Reference Guide](#)

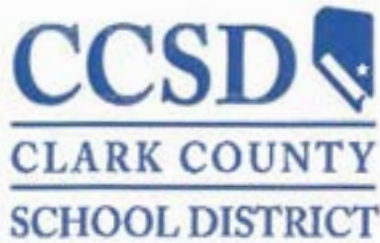
[Documentation Required for CU Submissions in ELMS](#)

[ELMS Submission Examples](#)

PGS Information Sessions are listed in the ELMS (Learning Activity keyword 'PGS Information').

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<https://www.ccsd.net/resources/ccsd-professional-growth-system-pgs>



The Professional Growth System Review Team
Human Resources Unit
Phone: 702-799-4747
Email: pgs@nv.ccsd.net

We value your opinion! Please take a few moments to share your experience from today's interaction with us by completing the following [survey](#).

[Quoted text hidden]

Clyde Smith [Centennial HS] <smithc10@nv.ccsd.net> Thu, Mar 26, 2026 at 9:56 AM
Draft To: "Patricia Sanders [Centennial HS]" <sandepa@nv.ccsd.net>

Read this when you have a chance.

Clyde Smith, MBA, MEd
General and AP Chemistry Educator
Centennial High School
10200 W Centennial Pkwy,
Las Vegas, NV 89149
Contact: (702) 799-3440 ext 3907
smithc10@nv.ccsd.net



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[Quoted text hidden]

3 attachments



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ARL Classes.jpg
45K



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624K



Clyde Smith [Centennial HS] <smithc10@nv.ccsd.net>

PGS Autoresponse Re: Request for Policy Clarification – ARL Graduate Coursework and Professional Growth Credit Eligibility

2 messages

Professional Growth System <pgs@nv.ccsd.net>
To: smithc10@nv.ccsd.net

Wed, Mar 25, 2026 at 12:26 PM

Thank you for your email. Most questions may be answered in the topics below. If your questions are not answered, we will respond in a timely manner.

1. The transition to the 9/1/23 PGS Reference Guide adheres to the following understandings:
 - Activities completed prior to 5/1/24 will accrue via the 10/16/17 PGS Reference Guide categories and maximums.
 - Activities completed on or after 5/1/24 will accrue via the 9/1/23 PGS Reference Guide categories and maximums.
 - If a licensed employee has accrued CUs in line with the 10/16/17 PGS Reference Guide maximums on or before 5/1/24 that exceed the 9/1/23 PGS Reference Guide maximums, then the employee will keep the higher amount of CUs accrued up to the higher category maximum.
 - If a licensed employee has not met or exceeded a 10/16/17 PGS Reference Guide category maximum based on activities completed through 5/1/24, then the employee's CU accrual will be held to the 9/1/23 PGS Reference Guide maximums.
 - Activities being claimed for CU accrual to a higher maximum (10/16/17 PGS Reference Guide) that are completed after the 5/1/24 posting of the 9/1/23 PGS Reference Guide will need the employee to also submit registration confirmation of the activity to ensure the activity was registered/paid for prior to the 9/1/23 PGS Reference Guide posting.

2. If you emailed to inquire about your status in the 2025-2026 advancement queue, then please know your submissions will be reviewed in the order in which they were received. An additional confirmation email will not be sent.
3. If your email is requesting a confirmation of your total CUs for the upcoming advancement, it will not be responded to directly. Please see the link below for directions regarding calculating your [CU Total/Advancement Status](#).
4. If you have requested 2025-2026 advancement and accrued 225 CUs, as verified by the PGS Department, then your information will be provided to Contracting for paydata changes. Please be aware that there is a small team in Contracting working to verify the eligibility and process the contract changes with salary advancements for the many employees whose information we have provided to them which have accrued the necessary 225 CUs to advance. Your patience and understanding are greatly appreciated as they work diligently to make this happen for all involved. Contracting will notify employees when they are qualified and the advancement will be implemented. Contracting will also notify employees when they are not qualified for the increase (e.g. break in service, 2-year or 3-year track status).

Please know your email has been delivered even though you have received our auto-reply.

2025-2026 Request for Advancement Information/Deadlines	Coursework/ Transcripts
District Professional Development	ELMS Submissions
CU Total/ Advancement Status	New to PGS
PGP Opt-In	2 or 3 Year Advancement Tracks

--

Thank you,

The Professional Growth System Review Team

PGS Resources:

[PGS Website](#)

[PGS Reference Guide](#)

[Documentation Required for CU Submissions in ELMS](#)

[ELMS Submission Examples](#)

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<https://www.ccsd.net/resources/ccsd-professional-growth-system-pgs>



The Professional Growth System Review Team
Human Resources Unit

Phone: 702-799-4747

Email: pgs@nv.ccsd.net

We value your opinion! Please take a few moments to share your experience from today's interaction with us by completing the following [survey](#).

Clyde Smith [Centennial HS] <smithc10@nv.ccsd.net>

Wed, Mar 25, 2026 at 2:42 PM

Draft To: Professional Growth System <pgs@nv.ccsd.net>

I am writing to formally request clarification regarding the basis for denying credit for my coursework.

After reviewing the negotiated agreement (2025–2027 CCEA contract), specifically Article 26, I **am** unable to locate any language that requires coursework to be completed

after licensure or after hire in order to be eligible for salary placement or advancement.

Article 26-8-1 clearly states that:

“The School District will utilize the experienced employee’s accumulated credits and experience to place the licensed employee on the PST.”

This language indicates that credits are applied **at the time of placement as a licensed employee**, not restricted by when the coursework was completed.

Additionally, Article 26-8-3 outlines that credits are to be granted for coursework that is “related to” the teacher’s:

- field of preparation
- most recent assignment
- endorsements
- or degree pathway

Importantly, the coursework I completed through the Alternative Route to Licensure (ARL) program **falls fully within this definition**. The ARL program is specifically designed to lead directly to teacher licensure and is inherently aligned to:

- PK–20 educational preparation
- my current licensed assignment
- and the required endorsement pathway

As such, ARL coursework is not only relevant—it is **foundational and required** for entry into the profession, placing it squarely within the scope of “related to” as defined in Article 26.

No language within Article 26 excludes coursework based on:

- the date it was taken
- whether it was completed prior to licensure
- or whether it was completed prior to employment

Because this restriction does not appear anywhere in the negotiated agreement, I am requesting that you identify the **specific contract clause** that supports the position that my credits are ineligible.

At this time, the rationale provided appears to introduce requirements that are not supported by the contract language, and it directly conflicts with the intent and structure of Article 26 as written.

I am requesting a written response citing the exact contractual provision being used to deny these credits.

Thank you for your time and attention to this matter.

Respectfully,
Clyde Smith

Clyde Smith, MBA, MEd
General and AP Chemistry Educator
Centennial High School
10200 W Centennial Pkwy,
Las Vegas, NV 89149
Contact: (702) 799-3440 ext 3907
smithc10@nv.ccsd.net



It doesn't matter how beautiful your theory is, it doesn't matter how smart you are, if it doesn't agree with experiment, it's wrong. Professor Richard Feynman

[Quoted text hidden]



Clyde Smith [Centennial HS] <smithc10@nv.ccsd.net>

Clarification on Contract Language and Consistent Application of Credit Eligibility

2 messages

Clyde Smith [Centennial HS] <smithc10@nv.ccsd.net>

Wed, Mar 25, 2026 at 2:48 PM

To: Professional Growth System <pgs@nv.ccsd.net>

I am writing to formally request clarification regarding the basis for denying credit for my coursework.

After reviewing the negotiated agreement (2025–2027 CCEA contract), specifically Article 26, I am unable to locate any language that requires coursework to be completed after licensure or after hire in order to be eligible for salary placement or advancement.

Article 26-8-1 states:

"The School District will utilize the experienced employee's accumulated credits and experience to place the licensed employee on the PST."

This indicates that credits are evaluated at the time of placement as a licensed employee. The contract language does not identify any restriction based on when coursework was completed.

Further, Article 26-8-3 provides that credits are granted for coursework that is "related to" the teacher's field of preparation, assignment, endorsements, or degree pathway.

The coursework I completed through the Alternative Route to Licensure (ARL) program is directly aligned with these requirements, as it was specifically designed to lead to licensure and is directly connected to my current assignment and endorsement area.

Additionally, it is my understanding that other educators who completed the same ARL program have received full credit for their coursework. If that is accurate, this raises a concern regarding the consistent application of Article 26 across similarly situated employees.

Given this, I am requesting:

1. The specific contract provision being used to deny my credits, and
2. Clarification on how Article 26 is being applied consistently in cases involving ARL coursework.

At this time, the rationale provided appears to introduce criteria that **are** not explicitly stated in the negotiated agreement and may be inconsistent with how similar coursework has been treated.

I would appreciate a written response citing the exact contractual language supporting this decision.

Thank you for your time and attention to this matter.

Respectfully,

Clyde Smith, MBA, MEd
General and AP Chemistry Educator
Centennial High School
10200 W Centennial Pkwy,
Las Vegas, NV 89149
Contact: (702) 799-3440 ext 3907
smithc10@nv.ccsd.net



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Professional Growth System <pgs@nv.ccsd.net>
To: "Clyde Smith [Centennial HS]" <smithc10@nv.ccsd.net>

Thu, Mar 26, 2026 at 6:28 AM

Please refer back to the previous emails as this has been responded to already. The idea that these policies **are** being applied inconsistently is without merit.

You may reach out to CCEA with any further questions.

Thank you,

The Professional Growth System Review Team

PGS Resources:

[PGS Website](#)

[PGS Reference Guide](#)

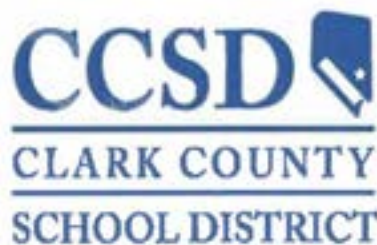
[Documentation Required for CU Submissions in ELMS](#)

[ELMS Submission Examples](#)

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<https://www.ccsd.net/resources/ccsd-professional-growth-system-pgs>



The Professional Growth System Review Team
Human Resources Unit

Phone: 702-799-4747

Email: pgs@nv.ccsd.net

We value your opinion! Please take a few moments to share your experience from today's interaction with us by completing the following [survey](#).

[Quoted text hidden]



Clyde Smith [Centennial HS] <smithc10@nv.ccsd.net>

2025-2026 PGS Advancement Resubmissions Request

1 message

Professional Growth System <pgs@nv.ccsd.net>

Fri, Jan 16, 2026 at 4:43 PM

To: Clyde <smithc10@nv.ccsd.net>

Clyde Smith,

Please know the following regarding your 2025–26 Request for Column Advancement:

- The PGS Department has reviewed employee submissions and you do not currently have the 225 CUs needed to advance.
- For activities completed by 8/31/25 and originally submitted in the ELMS by 10/1/25, if you are going to resubmit documentation to try to accrue the 225 CUs needed to advance, then the deadline for resubmissions to be entered in the ELMS is February 27, 2026. You are encouraged to resubmit your documentation as soon as possible due to the backlog of reviews and the increased number of licensed employees who requested 2025–26 advancement.

If you have any questions related to your resubmissions, then please reach out to the PGS Department directly via phone or email:

Phone: 702-799-4747

Email: pgs@nv.ccsd.net

Thank you,

The Professional Growth System Review Team

PGS Resources:

[PGS Website](#)

[PGS Reference Guide](#)

Documentation Required for CU Submissions in ELMS

ELMS Submission Examples

PGS Information Sessions **are** listed in the ELMS (Learning Activity keyword 'PGS Information').

Deadlines, directions, documents, and tutorial videos for submitting Contact Unit and Professional Growth Plan documentation for licensed employees can be found on the PGS website:

<https://teachvegas.ccsd.net/teaching/professional-growth-system/>



The Professional Growth System Review Team
Human Resources Unit
Phone: 702-799-4747
Email: pgs@nv.ccsd.net

We value your opinion! Please take a few moments to share your experience from today's interaction with us by completing the following [survey](#).

--
[Unsubscribe](#)



Clyde Smith [Centennial HS] <smithc10@nv.ccsd.net>

2025-2026 PGS Advancement Resubmissions Request

1 message

Professional Growth System <pgs@nv.ccsd.net>

Fri, Feb 20, 2026 at 1:40 PM

To: Clyde <smithc10@nv.ccsd.net>

Clyde Smith,

Please know the following regarding your 2025–26 Request for Column Advancement:

- The PGS Department has reviewed employee submissions and you do not currently have the 225 CUs needed to advance.
- For activities completed by 8/31/25 and originally submitted in the ELMS by 10/1/25, if you are going to resubmit documentation to try to accrue the 225 CUs needed to advance, then the deadline for resubmissions to be entered in the ELMS is February 27, 2026. You are encouraged to resubmit your documentation as soon as possible due to the backlog of reviews and the increased number of licensed employees who requested 2025–26 advancement.

If you have any questions related to your resubmissions, then please reach out to the PGS Department directly via phone or email:

Phone: 702-799-4747

Email: pgs@nv.ccsd.net

Thank you,

The Professional Growth System Review Team

PGS Resources:

[PGS Website](#)

[PGS Reference Guide](#)

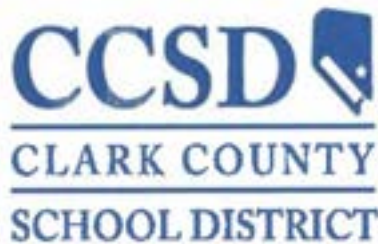
[Documentation Required for CU Submissions in ELMS](#)

ELMS Submission Examples

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<https://www.ccsd.net/resources/ccsd-professional-growth-system-pgs>



The Professional Growth System Review Team
Human Resources Unit
Phone: 702-799-4747
Email: pgs@nv.ccsd.net

We value your opinion! Please take a few moments to share your experience from today's interaction with us by completing the following [survey](#).

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Unsubscribe



Clyde Smith [Centennial HS] <smithc10@nv.ccsd.net>

2025-2026 PGS Advancement Resubmissions Request

1 message

Professional Growth System <pgs@nv.ccsd.net>

Fri, Jan 30, 2026 at 11:53 AM

To: Clyde <smithc10@nv.ccsd.net>

Clyde Smith,

Please know the following regarding your 2025–26 Request for Column Advancement:

- The PGS Department has reviewed employee submissions and you do not currently have the 225 CUs needed to advance.
- For activities completed by 8/31/25 and originally submitted in the ELMS by 10/1/25, if you are going to resubmit documentation to try to accrue the 225 CUs needed to advance, then the deadline for resubmissions to be entered in the ELMS is February 27, 2026. You are encouraged to resubmit your documentation as soon as possible due to the backlog of reviews and the increased number of licensed employees who requested 2025–26 advancement.

If you have any questions related to your resubmissions, then please reach out to the PGS Department directly via phone or email:

Phone: 702-799-4747

Email: pgs@nv.ccsd.net

Thank you,

The Professional Growth System Review Team

PGS Resources:

[PGS Website](#)

[PGS Reference Guide](#)

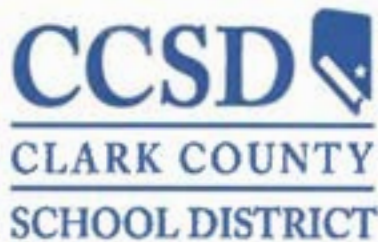
[Documentation Required for CU Submissions in ELMS](#)

ELMS Submission Examples

PGS Information Sessions are listed in the ELMS (Learning Activity keyword 'PGS Information').

Deadlines, directions, documents, and tutorial videos for submitting Contact Unit and Professional Growth Plan documentation for licensed employees can be found on the PGS website:

<https://www.ccsd.net/resources/ccsd-professional-growth-system-pgs>



The Professional Growth System Review Team
Human Resources Unit
Phone: 702-799-4747
Email: pgs@nv.ccsd.net

We value your opinion! Please take a few moments to share your experience from today's interaction with us by completing the following [survey](#).

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CCSD (Respondent)

Reply in Support of Motion to Dismiss

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

STATE OF NEVADA
GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

CLYDE SMITH,

Complainant,

v.

CLARK COUNTY SCHOOL DISTRICT
(CCSD) and CLARK COUNTY
EDUCATION ASSOCIATION (CCEA),

Respondent.

CASE NO.: 2026-007

**CLARK COUNTY SCHOOL
DISTRICT'S REPLY IN SUPPORT
OF MOTION TO DISMISS**

The CLARK COUNTY SCHOOL DISTRICT ("the District" or "CCSD"), by and through its undersigned counsel, hereby submits its Reply in support of the Motion to Dismiss Clyde Smith's ("Complainant's") Complaint.

I. INTRODUCTION

In Complainant's Opposition to CCSD's Motion to Dismiss, he relies strictly on an argument that his factual allegations are sufficiently pled, and that the EMRB should not weigh facts at the Motion to Dismiss stage. However, Complainant failed to argue or show that his Complaint actually contains a justiciable claim that the EMRB may consider. Simply put, there is no justiciable claim or probable cause for the Board's consideration in the instant Complaint as against the Clark County School District because the District did not commit a unilateral change, and Complainant's claims are solely contract violation claims, over which the EMRB does not have jurisdiction.

II. STATEMENT OF FACTS

A. The Negotiated Agreements Between CCEA and the District.

Complainant did not dispute the facts regarding the District, the relationship with CCEA, and the three versions of the Negotiated Agreements described in the District's Statement of Facts in the Motion to Dismiss. Complainant did not dispute that the terms of the 2018-2021 Negotiated Agreement governed his initial placement on the salary table and how he could advance on the salary table after placement.

Complainant did not dispute that the 2023-2025 Negotiated Agreement was in effect when Complainant successfully completed coursework for which he accrued contact units ("CUs"), and on the date he was conferred a Master's in Education from UNLV. Complainant did not dispute the fact that the District and CCEA entered into the 2025-2027 Negotiated Agreement, which is currently in effect, and specifically incorporates the PGS Reference Guide, stating, "CUs may be earned only as provided in the PGS Reference Guide, which the parties agree to update and revise as soon as possible. The update and revisions may include additional requirements for earning CUs, including but not limited to pre-approved professional growth plan and more stringent requirements to ensure knowledge acquisition and improvement in performance."

Complainant did not dispute that throughout the three Negotiated Agreements (*i.e.* 2018-2021; 2023-2025 and 2025-2027), Article 26-2-1 has remained unchanged and provides: "Licensed Personnel shall move from one column to the next on the salary table in accordance with the provisions below... 26-2-1(a) With the exception noted in Article 26-2-2, all licensed personnel shall only move from one column to the next column on the salary table once every three years, and such movement shall occur as follows: Licensed employees may move across one column every three years consecutive or combined if the employee has completed 225 contact units in accordance with that individual's professional growth plan." *See* Exhibit A, Exhibit B, Exhibit C to the District's Motion to Dismiss. In other words, once placed on the salary table upon hire, a licensed teacher's movement across the salary table is based on coursework completion while employed by the School District, as outlined in the PGS Guide, which is measured by contact units and may be applied for every three years. *Id.*; *see also* Professional

1 Growth System Reference Guides 2017 and 2023, attached as Exhibit D to the Motion to Dismiss.
2 Complainant's statement of facts in his Opposition instead focuses on his reading of the
3 Agreement, or at least his position that he should be re-placed on the salary table because he
4 obtained a Master's degree after he was hired.

5 **B. Complainant's Employment with the District.**

6 Complainant did not dispute the factual allegations contained in the District's Motion to
7 Dismiss regarding his hire date in 2020 and salary placement as a licensed employee, the
8 coursework he successfully completed while he was employed, and the date he earned a Master of
9 Education degree. Complainant also did not dispute that he was made aware of why and how his
10 requests for certain CUs were denied.

11 Instead, Complainant focused on the denial of his request for placement or movement on
12 the MA salary schedule, and whether the language in Article 26 specifically excludes
13 consideration of coursework that was successfully completed prior to employment when an
14 employee attempts to move across the salary table based on accrual of CUs while employed by
15 the District. *See* Opposition at p. 3-6. Complainant attached emails from the PGS department at
16 the District as well as from representatives at CCEA, which demonstrate an agreement between
17 the District and CCEA as to how employees may accrue CUs for salary advancement under
18 Article 26, despite Complainant's assertion that there is no language that specifically states that an
19 employee may not accrue CUs when they are not an employee. *See* Opposition at p. 4 and
20 Exhibits 6 and 7.

21 Complainant also referenced and attached as exhibits pages that are purported to be
22 regarding coursework by two employees, without explanation as to how the other employees are
23 similarly situated, when they were hired, how they moved along the salary table, or how the
24 circumstances in their cases are the same as the circumstances at issue in the operative Complaint.
25 *See* Opposition at p. 5-6. It is impossible to verify the authenticity or even the subject of the
26 documents submitted by Complainant, as some pages have no names indicating who is supposed
27 to have completed the coursework, or any indication as to where Complainant obtained the
28 information. *See* Complainant's Opposition Exhibits 11 and 12. Despite Complainant's

1 voluminous exhibit packet, Complainant's assertion that he may be re-placed on the salary table is
2 not supported by any provision of the Negotiated Agreement or evidence. *See* CSCD's Motion to
3 Dismiss, Exhibit C. Overall, Complainant's "Factual Background" does not contain any facts to
4 actually support his interpretation of the Negotiated Agreement, or any facts that establish that the
5 District committed a unilateral change in its application of Article 26 to Complainant's requests
6 for salary advancement.

7 **III. LEGAL AUTHORITY**

8 NAC 288.200 identifies that a complaint must include:

9 (c) A clear and concise statement of the facts constituting the alleged practice
10 sufficient to raise a justiciable controversy under chapter 288 of NRS, including
11 the time and place of the occurrence of the particular acts and the names of
persons involved; and

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

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

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

17 ...

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

20 In this case, the Complaint should be dismissed as against the District because there is no
21 justiciable claim nor probable cause that the District committed a unilateral change or disparate
22 treatment of Complainant.

23 Complainant argues that the EMRB must consider his complaint because he has alleged
24 plausible facts and competing contract interpretations. However, the issues with the Complaint
25 are that the Complainant has failed to allege a justiciable controversy that the EMRB may
26 actually consider. This is a question of jurisdiction and justiciability. NRS 288.110(2) allows the
27 EMRB to hear and determine any complaint arising out of the interpretation of, or performance
28 under, the provisions of this chapter by any government employer or any employee organization.

1 The EMRB has held that the jurisdiction of the state board is limited to those areas delineated in
2 its enabling statutes and that it is without jurisdiction to construe the provisions of a collective
3 bargaining agreement. *See County of Washoe v. Washoe County Sheriff's deputies Assoc.*, Case
4 No. A1-045300, Item No. 57 (citing to *Reno Police Protective Assoc. v. City of Reno, et al.*, Case
5 No. 18273, Item No. 16); *Clark County Teachers Assoc. v. Board of Trustees of the Clark*
6 *County School District*, Case No. A1-045351, Item No. 130 ("it is outside the Board's
7 jurisdiction to resolve grievances arising under the parties' collective bargaining agreements.")).
8 Therefore, the claims that the District has disparately treated Complainant in application of the
9 Negotiate Agreement or that there are differing interpretations of the contract provisions are not
10 questions that may be considered by the EMRB, nor can the EMRB provide the relief sought by
11 Complainant.

12 **IV. MEMORANDUM OF POINTS AND AUTHORITIES**

13 The EMRB has jurisdiction over unfair labor practices, and an unfair labor practice
14 includes the prohibited practice of unilaterally changing a subject of mandatory bargaining. Under
15 the unilateral change theory, an employer commits a prohibited labor practice when it changes the
16 terms and conditions of employment that fall under the subjects of mandatory bargaining listed in
17 NRS 288.150 without first bargaining in good faith with the recognized bargaining agent. *See*
18 *City of Reno v. Reno Police Protective Ass'n.*, 118 Nev. 889, 59 P.3d 1212 (2002). This Board
19 generally looks to what the established terms of employment were before the alleged change, then
20 looks to what the terms of employment were after the alleged change, and then compares the two
21 to determine if a change by the employer has in fact taken place. *Service Empl. Int'l Union, Local*
22 *1107 v. Clark County*, Item No. 713A, EMRB Case No. A1-04596 (2010). However, in the instant
23 matter, there is no unilateral change by the District that has actually been alleged.

24 **A. The Employee-Management Relations Board Does Not Have Jurisdiction** 25 **Over Purely Contractual Interpretation Disputes.**

26 Complainant argues in his Opposition that the questions that must be decided are whether
27 exclusions must be specifically listed in a contract, whether the PGS guidance contains the
28 restriction on considering coursework completed prior to employment in a current employee's

1 movements along the salary table, whether Article 26-8 applies to Complainant, whether the
2 restriction on considering coursework completed prior to employment in advancing a current
3 employee's salary is consistently applied, and another question that the District simply does not
4 understand ("whether the denial relied on a factual mistake by applying a pre-hire rationale to
5 post-hire coursework"). It is clear that they are all claims of contract violation, as he requests that
6 the EMRB interpret and apply Article 26 of the contract the way that he interprets it. Again, as
7 argued in the Motion to Dismiss, the EMRB does not have jurisdiction over purely contractual
8 violation claims. *See County of Washoe v. Washoe County Sheriff's deputies Assoc.*, Case No.
9 A1-045300, Item No. 57 (citing to *Reno Police Protective Assoc. v. City of Reno, et al.*, Case No.
10 18273, Item No. 16); *Clark County Teachers Assoc. v. Board of Trustees of the Clark County*
11 *School District*, Case No. A1-045351, Item No. 130 ("it is outside the Board's jurisdiction to
12 resolve grievances arising under the parties' collective bargaining agreements.").

13 **B. Complainant's Arguments Regarding Restrictions on Coursework Completed**
14 **Prior to Employment are Simply Contractual Interpretation Questions and**
15 **Are Not a Justiciable Controversy that the Board May Consider.**

16 Complainant argues that Article 26 does not contain a specific clause stating that attaining
17 a Master's Degree during one's employment is not eligible for MA salary placement after initial
18 placement at hiring. Complainant also argues that language in Article 26 does not specifically
19 exclude coursework that is completed prior to employment in the consideration of CUs for
20 movement on the salary table. Complainant also appears to try to muddy the waters by arguing
21 that the MA-related coursework that he completed before he was hired should not make his MA
22 ineligible for salary-schedule recognition. Regardless of his contentions, Complainant does not
23 argue against the main point of the Motion to Dismiss: that there is no justiciable controversy that
24 the EMRB may consider. Whether or not the Article 26 specifically excludes pre-hire coursework
25 from consideration for accrual of CUs in the language of the provision is not something that the
26 EMRB may determine. It is a purely contractual interpretation question that is not within the
EMRB's jurisdiction.

27 In this case, upon being hired with the District as a licensed teacher in July 2020,
28 Complainant was placed on the salary schedule consistent with the existing contract with CCEA.

1 Exhibit A to CCSD's Motion to Dismiss. Complainant does not dispute this in the Complaint, nor
2 in his Opposition. Complainant's argument focuses on the issue that the Negotiated Agreement
3 does not contain language that specifically excludes pre-hire coursework from consideration when
4 applying courses to accrue CUs as a current employee when seeking advancement on the salary
5 scale. He argues that since the language in the Negotiated Agreement does not clearly exclude his
6 pre-hire coursework from consideration when applying for CUs, then both CCSD and CCEA's
7 agreement that employees cannot earn CUs before they are employees is some unwritten practice
8 that restricts his compensation rights. Opposition at p. 8. Clearly and by Complainant's own
9 admission, there has been no unilateral change by the District to the provisions or applications of
10 Article 26 regarding how to accrue CUs to apply toward movement along the salary table, and
11 Complainant's argument regarding his own interpretation of the provision does not constitute a
12 unilateral change claim that may be brought against the District.

13 Further, there has been no unilateral change to Article 26 that Complainant has even
14 articulated in his Opposition. In fact, Complainant points to several instances where CCEA
15 informed him that the parties collectively bargained for the PGS provisions for movement across
16 the salary table that are contained within the Negotiated Agreement. Opposition at p. 8, Exhibits 6
17 and 7. As provided in the 2018-2021 and 2025-2027 Negotiated Agreements, the parameters
18 concerning salary placement and accrual of Contact Units ("CUs") are bargained for with CCEA.
19 Exhibit A and Exhibit C to CCSD's Motion to Dismiss, at Article 26. CCEA has agreed that the
20 District and the union bargained for the Professional Growth System ("PGS") in 2015, and that it
21 is meant to incentivize current employees under the contract, that the PGS Reference Guide
22 negotiated by CCSD and CCEA serves as an addendum to the Negotiated Agreement regarding
23 how an employee can earn CUs that contribute to column advancement. *See* CCEA's Motion to
24 Dismiss at p. 4-5. Complainant even cited CCEA's Motion to Dismiss: "Despite no explicit
25 language in the Negotiated Agreement, CCEA and CCSD have agreed since the negotiation of the
26 PGS that employees cannot earn CUs before their start date with the District as a licensed
27 employee, *as they are not covered by the Contract until they become employees.*" CCEA Motion
28 to Dismiss, p. 5, Complainant's Opposition, p. 8. Clearly, the District's application of Article 26-2

1 to Complainant's request for CUs is consistent with the provisions of the Negotiated Agreement
2 and CCEA's understanding as to how the PGS applies to licensed employees. Because there is no
3 unilateral change alleged, Complainant's claims against the District must be dismissed.

4 **C. The PGS Guide Explains How Current Employees May Accrue Contact Units**
5 **and Does Not Constitute a Unilateral Change By the District.**

6 Complainant argues that the District should not rely on the PGS Reference Guide,
7 attached to CCSD's Motion to Dismiss as Exhibit D, because the EMRB instructed him to omit
8 the PGS Reference Guide as an Exhibit. Opposition at p. 9. Complainant is clearly incorrect, as
9 clarified in the email from Commissioner Abellar, which states that the Board did not request that
10 he omit the PGS Reference Guide from his exhibit packet. *See* Email from Commissioner Abellar
11 dated July 10, 2026, attached hereto as **Exhibit A**. Additionally, as noted in the Motion to
12 Dismiss, the Board has already found that the PGS Reference Guide had been jointly drafted and
13 worked on by an Advisory Committee made up of CCSD Management and CCEA representatives
14 throughout 2016, and was a bargained-for written reference guide that affected the terms and
15 conditions of licensed employees utilizing the Professional Growth System outlined in the
16 Negotiated Agreement. *See Clark County Education Association v. Clark County School District*,
17 Item No. 824, EMRB Case No. 2017-008 (2017). CCEA also avers that the PGS Reference Guide
18 is incorporated into the Negotiated Agreement. CCEA's Motion to Dismiss, p. 5, and Exhibit C.
19 Therefore, the District's use of the PGS Reference Guide to determine what coursework
20 Complainant could use for CU accrual was not a unilateral change by the District.

21 Complainant's argument in this section of his Opposition is unclear and appears to
22 confuse the issue of whether a "hire-date limitation governs eligibility for salary advancement or
23 degree recognition." *See* Opposition at p. 9. Regardless of the evidentiary support that
24 Complainant does or does not rely on, the District argues that the guidance in the PGS Reference
25 Guide was negotiated with the union and specifically incorporated in Article 26-3-1 of the
26 Negotiated Agreement, and therefore, utilization of that guidance to deny Complainant credit for
27 column advancement based on coursework that was completed prior to being hired as a licensed
28 employee in 2020 is consistent with the terms of the Negotiated Agreement and not a unilateral

1 change by the District. Complainant's question regarding degree-based salary classification is
2 addressed in Sections D and E *infra*.

3 **D. and E. Complainant's Request for the EMRB to Determine Whether Article 26-8**
4 **Applies to Him in These Circumstances is Not a Justiciable Controversy**
5 **Under NRS 288.**

6 Complainant states in his Opposition that he does not dispute that Article 26-2-1(a)
7 provides for column movement every three years upon completion of 225 Contact Units.
8 Opposition at p. 9. Complainant points out that the salary table considers the level of education an
9 employee had attained prior to placement. Opposition at p. 9. Complainant then specifically states
10 that he seeks to be placed on the salary table at the MA level. Opposition at p. 10. Notably,
11 Complainant does not cite to any provision in the Negotiated Agreement that provides for such
12 salary advancement. Nor does Complainant argue that his initial placement on the salary table
13 when he was hired as a licensed employee in 2020 was incorrect.

14 Instead, Complainant cites Article 26-8-3 for his argument that degrees will be recognized
15 when placing an employee on the salary table, and states that the MA classification is the salary-
16 schedule recognition that he seeks. However, 26-8 applies to initial salary placement for new
17 hires, not to current employees like Complainant: "An experienced licensed employee *new to the*
18 *School District*, who has not been employed as a licensed employee within the previous three
19 school years shall be placed on the PST as follows." *See* Exhibits B and C to CCSD's Motion to
20 Dismiss; Exhibit A to CCSD's Motion to Dismiss at Article 26-10; *see also* CCEA's Motion to
21 Dismiss, p. 10. As argued in the Motion to Dismiss, and undisputed in the Opposition,
22 Complainant was already an employee when he earned a master's degree in 2024. Again, when
23 Complainant was hired in 2020, the 2018-2021 Negotiated Agreement applied to his placement
24 on the salary table, and again, Complainant has not argued nor alleged that his initial placement in
25 2020 was incorrect. Article 26-8 of the 2025-2027 Negotiated Agreement does not apply to
26 Complainant as a current employee, as agreed by CCEA, so there is no unilateral change
27 regarding the application of that Article. *See* CCEA's Motion to Dismiss, p. 10. Clearly,
28 Complainant seeks to have the EMRB re-place him on the salary table based on his attaining a
master's degree after he was already employed, without citing to any provision that provides for

1 such movement or any entitlement to such an action. Complainant may not seek a remedy from
2 the EMRB that is not provided for in the Negotiated Agreement that has not been bargained for
3 between the employer and the employee organization.

4 In Sections D and E of his Opposition, Complainant's argument contains principles of
5 contractual interpretation without any argument or allegation that the District's interpretation is
6 separate or different from the union's interpretation, which further demonstrates that there is no
7 justiciable claim that the EMRB may consider in this matter. Complainant's claims and
8 arguments are based on contractual interpretation arguments, and the EMRB does not have
9 jurisdiction to construe contract provisions. *See County of Washoe v. Washoe County Sheriff's*
10 *deputies Assoc.*, Case No. A1-045300, Item No. 57 (citing to *Reno Police Protective Assoc. v.*
11 *City of Reno, et al.*, Case No. 18273, Item No. 16); *Clark County Teachers Assoc. v. Board of*
12 *Trustees of the Clark County School District*, Case No. A1-045351, Item No. 130 ("it is outside
13 the Board's jurisdiction to resolve grievances arising under the parties' collective bargaining
14 agreements."). Because Complainant's claims are strictly about contract violation and not about a
15 unilateral change by the District, there is no justiciable claims the Board may consider, and
16 Complainant cannot request the Board interpret Article 26-8 to determine whether it applies to
17 him and his circumstances, or grant the relief he requests in being re-placed on the salary table.
18 The Complaint must be dismissed.

19 **F. Complainant Failed to Articulate a Disparate Treatment Claim that**
20 **Constitutes a Violation of NRS 288 Within the EMRB's Jurisdiction.**

21 Again, the EMRB may consider any complaint arising out of the interpretation of, or
22 performance under, the provisions of this chapter by any government employer or any employee
23 organization. NRS 288.110(2). Complainant argues that there is evidence of similarly situated
24 employees who received approval of credits and salary advancement, and that this evidence
25 should be considered in a hearing before the EMRB; however, Complainant has not identified
26 what provision of NRS 288 has been violated, nor any alleged basis of any discriminatory
27 treatment. Aside from attaching screenshots of those employees' coursework, grades, and license
28 information, Complainant merely alleges that these employees completed substantially similar

1 coursework and that their circumstances are the same as his own. It is not even known from his
2 arguments in the Opposition whether these employees received a reclassification on the salary
3 table, which Complainant requests, or if the coursework he references was completed prior to
4 their hire date. Complainant does not allege discrimination based on a protected class, based on
5 his membership in a bargaining unit, or any other prohibited practice enumerated in NRS
6 288.270. Therefore, Complainant's allegations regarding the outcome of the approval and denial
7 of coursework for accruing CUs, or "disparate treatment" by the District, are simply contract
8 violation claims that are not within the EMRB's jurisdiction. *See County of Washoe v. Washoe*
9 *County Sheriff's deputies Assoc.*, Case No. A1-045300, Item No. 57 (citing to *Reno Police*
10 *Protective Assoc. v. City of Reno, et al.*, Case No. 18273, Item No. 16); *Clark County Teachers*
11 *Assoc. v. Board of Trustees of the Clark County School District*, Case No. A1-045351, Item No.
12 130.

13 **G. Complainant's Arguments regarding CCEA's Duty of Fair Representation.**

14 Because Complainant's claims about the duty of fair representation do not apply to the
15 District, his arguments in the Opposition on that issue in Section G will not be addressed in this
16 Reply.

17 **V. CONCLUSION**

18 The District did not make a unilateral change regarding the terms of salary placement or
19 salary advancement pursuant to PGS. A unilateral change claim cannot be maintained when there
20 is no change. Additionally, a disparate treatment claim cannot be maintained when terms are
21 being applied as negotiated. Complainant's pursuit of a unilateral change and disparate treatment
22 claim against the District not only fails to support a justiciable controversy and probable cause,
23 but represent a spurious and frivolous claim that should be dismissed.

24 ///

25 ///

26 ///

27 ///

28 ///

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

2 DATED this 27th day of July, 2026.

3 CLARK COUNTY SCHOOL DISTRICT
4 OFFICE OF THE GENERAL COUNSEL

5 By: /s/ Crystal J. Pugh

6 CRYSTAL J. PUGH, ESQ.

7 Nevada Bar No. 12396

8 BETTY J. FOLEY, ESQ.

9 Nevada Bar No. 14517

10 5100 West Sahara Avenue

11 Las Vegas, Nevada 89146

12 *Attorney for Respondent,*

13 *Clark County School District*

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Clyde Smith
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Las Vegas, NV 89084
clydesmith1974@gmail.com
Complainant, pro se

/s/ Elsa C. Peña
An employee of the
Office of the General Counsel,
Clark County School District

EXHIBIT A



Betty Foley [Office of the General Counsel] <foleybj@nv.ccsd.net>

EMRB Case No. 2026-007 — Complainant's Opposition to Respondents' Motions to Dismiss and Exhibits

Marisu Abellar <MAbellar@emrb.nv.gov>

Fri, Jul 10, 2026 at 9:55 AM

To: Clyde Smith <clydesmith1974@gmail.com>, "Crystal Pugh [Office of the General Counsel]" <herrec4@nv.ccsd.net>, "Dante Dabaghian (ddabaghian@ccea-nv.org)" <ddabaghian@ccea-nv.org>, "Betty Foley [Office of the General Counsel]" <foleybj@nv.ccsd.net>

Cc: "Ashley M. Kim" <amkim@ag.nv.gov>, Kelly Valadez <Kelly.Valadez@emrb.nv.gov>, "Elsa Pena (penaec@nv.ccsd.net)" <penaec@nv.ccsd.net>

Good morning, Mr. Smith.

I've received your opposition, which includes 16 pages, as well as the exhibit packet totaling 222 pages.

I want to clarify one point regarding Exhibit 3 to keep the record accurate. The Board did not request that you omit the Professional Growth System (PGS) Reference Guide or any other materials you wished to include. My emails of June 11, 2026, and June 15, 2026, were meant to address corrections to the exhibits and to ask that they be clearly identified and organized according to the index. The only items that did not need to be included as exhibits are the complaint, the answer, and the motions to dismiss, since those are already part of the record.

The notation on the Exhibit 3 index and cover page, "Omitted per Board Instruction," appears to have been added in error and will be crossed out.

The filed first page of the opposition to be returned to the parties will include an updated index and Exhibit 3 cover page reflecting these adjustments.

Thank you and please feel free to reach out if you have any questions or need anything further.

Marisu Romualdez Abellar

Commissioner

Government Employee-Management Relations Board

Department of Business & Industry

Phone: (702) 486-4505

Direct Line: (702) 486-6157

mabellar@emrb.nv.gov

www.emrb.nv.gov



Connect with us:



From: Clyde Smith <clydesmith1974@gmail.com>

Sent: Thursday, July 9, 2026 6:00 PM

To: Kelly Valadez <Kelly.Valadez@emrb.nv.gov>; Marisu Abellar <MAbellar@emrb.nv.gov>; Betty Foley [Office of the General Counsel] <foleybj@nv.ccsd.net>; Crystal Pugh [Office of the General Counsel] <herrec4@nv.ccsd.net>; Dante Dabaghian (ddabaghian@ccea-nv.org) <ddabaghian@ccea-nv.org>

Subject: EMRB Case No. 2026-007 — Complainant's Opposition to Respondents' Motions to Dismiss and Exhibits

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