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STATE OF NEVADA

GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

CLYDE SMITH,
Complainant,

Case No.: 2026-007

v.

CLARK COUNTY EDUCATION
ASSOCIATION'S MOTION TO DISMISS

CLARK COUNTY EDUCATION
ASSOCIATION; CLARK COUNTY
SCHOOL DISTRICT,
Respondents

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

I. INTRODUCTION

CCEA engaged in no violation of NRS 288.270(2) in its representation of Complainant. Mr. Smith has presented a procedurally defective Complaint that fails to present a justiciable controversy. In addition to a multitude of technical deficiencies, the pleadings in Mr. Smith's Complaint lack the specificity required of NAC 288.200 and depict no names, dates, or specific actions by CCEA that could possibly give rise to a justiciable claim under NRS 288. The

1 Complaint merely cites out of context language from the 2025-2027 Negotiated Agreement
2 ("Agreement" or "Contract") between CCEA and the Clark County School District ("CCSD" or
3 "District"), and jumps to legal conclusions with zero specificity as to what happened and which
4 individuals were involved so as to give rise to allegations of prohibited practices. Although
5 CCEA acknowledges that the Board construes pleadings in a liberal fashion, *Bybee and Gingell*
6 *v. White Pine Co. Sch. Dist, et. al.*, EMRB #724 at 3 (2010); citing NAC 288.235, the procedural
7 defects at issue in Mr. Smith's Complaint should not be overlooked as they prejudice CCEA's
8 substantial right in appropriately responding to allegations of a prohibited practice.
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10 Despite the insufficiency of Mr. Smith's pleadings, CCEA can affirm that it represented
11 Mr. Smith fairly and in a manner that was free from arbitrary, discriminatory, or bad faith
12 conduct. Mr. Smith is merely dissatisfied with the outcome of such representation in that he has
13 not received a new salary placement on the Professional Salary Table ("PST") that he is not
14 entitled to. CCEA possesses an extensive written record of communications with Mr. Smith
15 demonstrating that it investigated his issues and offered him diligent assistance in getting his
16 salary placement advanced to the next column on the PST via the Professional Growth System
17 ("PGS"). Complainant during this time has failed to take advantage of mechanisms found in the
18 Agreement that may have increased his pay, despite multiple offers of assistance from CCEA.
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20 Complainant's arguments for a salary adjustment lacked merit as he is appropriately
21 placed on the PST and had the correct amount of college coursework applied towards a column
22 advancement. CCEA communicated good faith rationale multiple times to Mr. Smith detailing
23 why his interpretation of the Negotiated Agreement lacked foundation in the context of the
24 Agreement's language, the bargained-for PGS Reference Guide, and mutual understandings
25 between the Association and CCSD. Exclusively through the inaction of Mr. Smith, and not via
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1 any misconduct on the part of CCEA, the timelines on any grievance both challenging Mr.
2 Smith's salary placement and the denial of certain completed college coursework towards a PGS
3 column advancement have long passed under the parameters of the Agreement. Complainant can
4 proffer no evidence that comes even close to probable cause pursuant to NAC 288.375(1) that
5 CCEA violated its duty of fair representation.
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7 This Board has long held that the duty of fair representation is interpreted narrowly in
8 order to allow for a union the discretion to act in the best interests of all the employees it
9 represents. *Crom v. Las Vegas Clark County Library District and Teamsters Local 14*, EMRB
10 #752E at 5 (2013); *Vakil v. Clark County, et. al*, EMRB #768A at 8 (2013). This Board has also
11 long held that where a union declines to process a grievance based on a good faith determination
12 of the merits of this case, there is no breach of its duty of fair representation. *Asch v. Clark*
13 *County Sch. Dist. and Clark County Classroom Teachers Ass'n.*, EMRB #314 at 3. Cases with
14 fact patterns such as Complainant's, where the union has conducted the prerequisite minimal
15 investigation, made a good faith determination into the merits of the case, and based on this good
16 faith determination, declined to process a grievance, have long been settled by the board as not
17 constituting a violation of the union's duty of fair representation, making this Complaint
18 "spurious or frivolous" under NAC 288.375(5). CCEA has not committed any prohibited
19 practice under NRS 288, and the Board should dismiss Mr. Smith's Complaint with prejudice.
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21 **II. STATEMENT OF FACTS**

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23 Complainant is a licensed employee at CCSD. He initially was hired at CCSD as a
24 licensed employee on October 1, 2015, however, he left the bargaining unit to become a
25 substitute teacher on December 12, 2019.¹ He returned to the licensed employee bargaining unit
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28 ¹ Substitute teachers are not a part of CCEA's bargaining unit and are accordingly not covered by the Negotiated Agreement.

1 on July 29, 2020. CCEA is the exclusive representative of all licensed personnel employed at
2 CCSD. Article 26 of the Negotiated Agreement contains the PST that determines the pay of a
3 given employee covered by the Contract. Exhibit A attached hereto. The “columns” on the PST
4 denote the level of education an employee has attained that is relevant to the classes they teach or
5 the work they perform, for purposes of **initial salary placement** upon hire with CCSD. *Id.* For
6 example, someone whose highest level of relevant education upon hire is a Bachelor’s degree
7 will be placed in Column I of the PST. *Id.* “Steps” on the PST refer to the years of experience
8 accumulated by an employee. *Id.* In order for an employee’s degree to be considered for their
9 initial salary placement, at a minimum, the coursework that earned the employee the degree must
10 have been completed **prior** to their date of hire with CCSD. Exhibit B attached hereto. So, if an
11 employee was hired by CCSD in May of 2020, but they were in the process of earning a
12 Master’s Degree with incomplete coursework, and did not earn the degree until December of
13 2020, said degree will not count towards their initial placement on the PST. *Id.* If an employee’s
14 degree does not count towards their initial salary placement, employees such as Mr. Smith had
15 two alternative means negotiated by CCEA and CCSD to potentially increase their salary: the
16 Professional Growth System (“PGS”) and the Salary Review and Adjustment Process (“SRAP”).
17 Exhibit A.

21 CCEA and CCSD bargained for the Professional Growth System (“PGS”) in 2015, and
22 its provisions have been included in every successive Contract between the parties, including the
23 current Agreement. *Id.* The purpose of the PGS is to serve as a means of incentivizing employees
24 **currently covered under the Contract** to improve their teaching practices and expand their
25 skillsets in order to increase a single column on the PST. Exhibit B. When an employee
26 accumulates 225 “contact units” (“CUs”), their salary placement will move a single column to
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1 the right on the PST if their CUs have been approved by CCSD's PGS Department. Exhibit A.
2 For example, an employee, who was originally placed in Column II on the PST, will move to
3 Column III upon the accumulation of 225 CUs. *Id.* The PGS Reference Guide, as negotiated by
4 both CCEA and CCSD, serves as an addendum to the Negotiated Agreement and entails all
5 activities for which an employee can receive CUs. Exhibit C attached hereto. The completion of
6 college coursework and the earning of degrees which are relevant to the duties performed by the
7 employee can earn them CUs that contribute to a column advancement. *Id.* Despite no explicit
8 language in the Negotiated Agreement, CCEA and CCSD have agreed since the negotiation of
9 the PGS that employees cannot earn CUs before their start date with the District as a licensed
10 employee, as they are not covered by the Contract until they become employees. Exhibit B. This
11 includes employees who were originally in the bargaining unit, but left and returned. *Id.*

14 To address concerns pertaining to employees who were not accurately placed according
15 to their relevant education, CCEA and CCSD bargained for the Salary Review and Adjustment
16 Process ("SRAP"). Exhibit A. SRAP is a temporary process negotiated by CCEA and CCSD to
17 give covered employees an opportunity to have their existing salary placement reviewed based
18 on their applicable education and experience. *Id.* Employees hoping to obtain a salary adjustment
19 pursuant to SRAP had two opportunities to submit all required documentation for CCEA and
20 CCSD to jointly review submissions and determine if they are eligible for an adjustment, the first
21 deadline ("Phase I") being October 1, 2025, and the second deadline ("Phase II") being February
22 27, 2026. *Id.* Prior to either of these deadlines, employees needed to submit to CCEA all the
23 documentation required by Article 26-26-5 of the Agreement to have their salary placement
24 reviewed. *Id.* CCEA and CCSD notified all licensed employees, including Complainant, of the
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1 availability of this process, the required documentation, and relevant deadlines repeatedly
2 through mass email communications. Exhibit D attached hereto.

3 From January 2020 through May 2024, Complainant completed coursework at the
4 University of Nevada, Las Vegas (“UNLV”) pursuant to an Alternative Route to Licensure
5 (“ARL”) program. Exhibit E attached hereto. As a result, UNLV conferred to him his Master’s
6 Degree in Education on August 16, 2024, four years after his start date with CCSD as a licensed
7 employee. *Id.* Complainant first contacted CCEA via text message to Field Representative
8 Jennifer McMillin (“McMillin”) on August 24, 2024, informing her that he completed his degree
9 and wanted to discuss receiving a “pay advance.” Exhibit F attached hereto. Ms. McMillin
10 responded on August 26, 2024 informing Complainant that because he obtained the degree after
11 his hire date as a licensed professional, it could only be used for a column advancement through
12 the PGS. *Id.*² Ms. McMillin offered to schedule a meeting with Complainant to discuss how to
13 submit the completed coursework and degree to the District to obtain CUs that would go toward
14 a column advancement and to determine where such advancement would place him on the PST.
15 *Id.* Complainant agreed and the meeting was held with Ms. McMillin the next day, where she
16 walked him through the process and linked CCEA’s CU submission guide. Exhibit G attached
17 hereto. Mr. Smith submitted the coursework he completed, along with his degree, for CUs
18 sometime between August 27, 2024, and the deadline to submit such activities to CCSD on
19 October 1, 2024. Exhibit F. In Fall of 2024, CCSD accepted as CUs any coursework under the
20 ARL Program that Mr. Smith had completed on or after his July 29, 2020 start date with the
21 District, totaling 200 CUs, but denied CUs for any coursework completed prior to his start date
22 as a CCSD licensed employee, which Mr. Smith claims to be 96 CUs. *Id.*

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² At the time of this 2024 communication, SRAP had not yet been negotiated by CCEA and CCSD.

1 Mr. Smith did not reach out to CCEA again until over text on August 12, 2025, inquiring
2 about the 2025-2027 Contract. Exhibit F. Ms. McMillin responded the same day, informing him
3 that CCEA will likely be sending out an email within the next couple of weeks detailing the
4 newly negotiated SRAP and to "Keep an eye out for that." *Id.* On October 30, 2025,
5 Complainant reached out to Ms. McMillin over text message, asking for assistance because he
6 did not receive a "raise associated with completing the ARL program" despite having "finished
7 the program over a year ago and submitted all the required documentation." *Id.* Ms. McMillin on
8 the same day replied, expressing that she was not familiar with such a raise, but that he can
9 submit for a salary review to CCEA via SRAP, or use the completed coursework for a PGS
10 column advancement. *Id.* Complainant then indicated in this same conversation that "All of the
11 other teachers who graduated with me got their raises over a year ago." *Id.* Ms. McMillin once
12 again offered to assist Mr. Smith in the PGS process, verifying over text whether he submitted
13 his Master's to CCSD, and if he had submitted the required 225 CUs. *Id.* Complainant replied
14 that he did submit his degree and 290 CUs. *Id.* Ms. McMillin proceeded to ask Complainant if he
15 had received any correspondence from CCSD's PGS Department on the status of his applied-for
16 column advancement, as sometimes there can be a time delay. *Id.* On November 3, 2025, after no
17 response from Mr. Smith, Ms. McMillin again offered to check on his submission with the PGS
18 Department. *Id.* Complainant responded, over text, with "I will wait a little longer. Thank you,"
19 and Ms. McMillin told him to let her know if and when he wanted her to verify. *Id.*

20 Months later, on March 6, 2026, Complainant contacted Ms. McMillin again, claiming
21 that a coworker of his received 296 CUs from CCSD "for the exact same classes I submitted"
22 and attached her transcripts and CU submissions. *Id.* The same day, he had emailed the PGS
23 Department, copying Ms. McMillin and arguing that he should receive CUs for the courses he
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1 obtained prior to his start date with the District on the allegations that other employees had
2 received CUs for the same coursework and that the courses he took were necessary to maintain
3 licensure. Exhibit G. CCSD's PGS Department replied the same day explaining that "Licensure
4 requirements are separate from and not related to salary advancement requirements. The note
5 regarding your hire date was to let you know that any credits prior to your hire date are not
6 accepted as you had requested 296 CUs. Contact Units may only be accrued while a contracted
7 employee with the District and not before. As CU accrual is part of the process for salary
8 advancement set forth by the collective bargaining agreement, it can only be undertaken while
9 one is working under that CBA. Consistent review standards are maintained by the PGS
10 Department. If you believe that an individual was wrongfully awarded CUs, please provide us
11 with that individual's information so that an audit may be conducted to make sure that potential
12 errors are addressed." *Id.*

15 After examining this information, Ms. McMillin spoke with Mr. Smith on the phone on
16 March 6, 2026 and explained to him that the information stated by the District in the above email
17 was in conformity with the longstanding agreement between the parties that employees cannot
18 receive CUs for courses they took prior to their start date with CCSD. *Id.* Upon further review of
19 the information submitted by Mr. Smith, this other employee had received a single column
20 advancement from Column I to Column II pursuant to the PGS. Exhibit H attached hereto.³ Their
21 start date with CCSD was February 22, 2021, and they had taken courses pursuant to UNLV's
22 ARL program from Fall 2020 through Fall 2022. *Id.* Like Complainant, this individual also only
23 received CUs for coursework taken after their start date with the district as a licensed employee,
24 having received CUs for courses taken from the Spring 2021 through Fall 2022 semesters, but
25 not for the courses taken in the Fall 2020 semester because they were taken prior to their
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1 February 22, 2021 start date. Exhibit G. Nonetheless, Ms. McMillin noted to Complainant that
2 she would confirm that this practice is still the case with Brenda Pearson, CCEA's Director of
3 Strategic Policy Initiatives, and one of the creators of the PGS. *Id.* In another email the same day,
4 Complainant stated to Ms. McMillin that "I would like to formally pursue this matter to
5 determine whether the ARL coursework may qualify for Contact Units under the professional
6 growth provisions of the CCSD-CCEA agreement" and asked if it "may be appropriate to pursue
7 the grievance process." Exhibit F. Ms. McMillin continued to investigate Mr. Smith's alleged
8 issue by following up with her verbal promise to him and contacting Dr. Pearson over email on
9 March 6, 2026, who confirmed that Mr. Smith's arguments were incorrect and that "The PGS
10 Department will reject any time before they started with CCSD." Exhibit G. Ms. McMillin had
11 also asked him what dates he had taken the Summer 2020 CIS 684 course at UNLV that was
12 reflected on his transcript to ascertain whether he was properly denied CUs for this course
13 considering that his start date was July 29, 2020. *Id.* Mr. Smith never responded. *Id.*

16 On March 10, 2026, he again inquired about his issue over text. Exhibit F. Ms. McMillin
17 sent him Dr. Pearson's email and explained that his interpretation of the Agreement is incorrect,
18 and if it turned out that another employee had inappropriately received CUs before their start
19 date, the District would almost certainly take the CUs back. *Id.* Mr. Smith did not agree with this
20 answer and made the same arguments for why he should receive CUs for courses he took prior to
21 his start date, despite Ms. McMillin, Dr. Pearson, and CCSD's explanations. *Id.* On March 25,
22 2026, Complainant again texted Ms. McMillin that "I will be proceeding with legal counsel to
23 ensure this matter is addressed appropriately" and asked if CCEA would initiate a grievance on
24 his behalf. *Id.* Ms. McMillin asked for clarification on the same day to make sure this was still
25 his same issue. *Id.* When Mr. Smith stated that he began working with CCSD in 2015, Ms.
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³ The name and other sensitive information of this employee is redacted to preserve their identity and privacy.

1 McMillin immediately pointed out that he left the bargaining unit to become a substitute teacher,
2 and therefore was not covered by the Agreement until July 29, 2020. Exhibit F. Mr. Smith
3 argued that because the Agreement did not explicitly state that an employee could not earn CUs
4 prior to their start date with the District, he was entitled to the CUs. *Id.* Ms. McMillin reaffirmed
5 CCEA's longstanding position by texting "I wish I had better news for you. I wish I could
6 advocate that the courses you earned prior to joining the bargaining unit could be used for CUs.
7 However, the agreement between CCEA and CCSD is clear- only courses after being hired into
8 the bargaining unit count for CUs." *Id.* She also offered to give him the contact information of
9 Dr. Pearson if he still disagreed with her, and texted him her email address. *Id.* Mr. Smith
10 proceeded to incorrectly claim that the PGS Reference Guide is "not part of the negotiated
11 agreement," which Ms. McMillin refuted by stating that the Guide is an extension of the
12 Contract, and again explaining that "Since you wouldn't have been covered under our contract
13 prior to joining the bargaining unit, you wouldn't have been able to **earn** CUs under the
14 contract." *Id.* Complainant proceeded to cite language from Article 26-8-3 of the Agreement, and
15 Ms. McMillin explained that that provision is irrelevant here because Article 26-8 pertains to
16 initial salary placement, not advancement pursuant to the PGS. *Id.* Mr. Smith also stated that he
17 had "escalated this to HR for clarification based on contract language." *Id.*

21 The same day, on March 25, 2026, Ms. McMillin was copied on an email from
22 Complainant reiterating much of his same argument. Exhibit G. Notably, on this **same** email
23 chain, dated March 9, 2026, CCSD's PGS Department explained to Mr. Smith much of the **same**
24 of what CCEA had been telling him up to this point; that "While the contract does not
25 specifically exclude coursework taken prior to employment, it outlines the process for employees
26 to advance on the table per the PGS Reference Guide...At this point, we will allow CCEA to
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1 weigh-in on this if they disagree with this interpretation that has been in place since 2016.”

2 Exhibit G. On March 26, 2026, the text exchange between Ms. McMillin and Mr. Smith
3 continued, with Mr. Smith continuing to argue that the PGS Reference Guide is non-binding and
4 unilateral, claiming that she provided him with no contract language justifying her position.

5 Exhibit F. Ms. McMillin proceeded to reference the Contract directly, pointed out that it is an
6 addendum to the Agreement, and sent him a picture of Article 26-3-1, which provides that “CUs
7 may be earned only as provided in the PGS Reference Guide.” *Id.*; Exhibit A.

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9 As these exchanges are ongoing, Mr. Smith on March 26, 2026 emailed CCEA Executive
10 Director John Vellardita (“Vellardita”) rehashing much of what he had argued to Ms. McMillin
11 and to CCSD, demanding that CCEA conduct a SRAP review, file a grievance and take his case
12 to arbitration, and have him placed at Column IV on the PST or higher, with retroactive pay,
13 otherwise he would file a complaint to the EMRB. Exhibit G. Mr. Vellardita replied to
14 Complainant’s email the same day explaining that he had looked into his matter, that CCEA has
15 provided him with representation pursuant to both the Agreement and NRS 288, that his answer
16 is no different, that if he wanted to file a complaint, it was his right to do so, and that if he has
17 been dissatisfied with CCEA’s representation, he has a right to drop his membership pursuant to
18 Article 8-4 of the Contract. *Id.* Complainant incorrectly stated in his reply to Mr. Vellardita that
19 CCEA gave no contract language to justify his denial of CUs for the coursework he took prior to
20 his start date with the District, and announced that he would proceed with filing. *Id.*

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23 Mr. Smith and Ms. McMillin’s texting continued into March 27, 2026, and Ms. McMillin
24 expressed concern that he was conflating initial salary placement with the PGS, asking him to
25 call her if he would like to talk about his initial salary placement. Exhibit F. Ms. McMillin made
26 it clear that this was CCEA’s stance on a long-standing agreement with CCSD on the PGS and
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1 CU accrual. Exhibit F. She clarified to him that if he was seeking to be placed in Column IV, that
2 he cannot simply be re-placed on the PST, and would have needed to complete a SRAP
3 submission. *Id.* However, Ms. McMillin noted that "It looks like you did not initially submit all
4 documentation needed in relation to that process." *Id.* Indeed, Mr. Smith began the SRAP survey
5 for both Phase I and Phase II, but he submitted none of the required documentation to be eligible
6 for a salary review, despite near monthly reminders since August 2025 from both CCEA and
7 CCSD. Exhibit D; Exhibit I attached hereto. On March 30, 2026, Mr. Smith again sent an email
8 to Mr. Vellardita threatening to file an EMRB complaint if the Association did not acquiesce to
9 his demands and renege on a decade-long understanding with CCSD. Exhibit G. Article 4-5(a) of
10 the Negotiated Agreement provides that if an employee wishes to file a grievance under the
11 Contract, they must file "not later than thirty (30) days after the grievant first knew of the act or
12 condition upon which the grievance is based." Exhibit A. This Complaint follows.

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

16 NAC 288.375(1) and (5) dictate that the Board may dismiss a Complaint if: "no probable
17 cause exists for the complaint;" or the complaint is "spurious or frivolous" or presents issues
18 that have already been decided by the Board. Here, dismissal of this Complaint with prejudice as
19 it pertains to CCEA is warranted because, aside from severe technical deficiencies and vague
20 pleadings that prejudice CCEA's substantial rights in responding to Complainant's allegations,
21 Mr. Smith is unable to demonstrate probable cause that the Association, throughout its diligent
22 representation of him, or in declining to process an untimely grievance that would have
23 undermined both a decade-long understanding between CCEA and CCSD, and the integrity of
24 the PGS, violated its duty of fair representation. This Board knows that a union does not violate
25 its duty of fair representation when it investigates an employee's issue, and based on this
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1 investigation, finds no merit in the issue and therefore declines to process a grievance. Thus, any
2 legal questions raised by Mr. Smith's Complaint have already been long settled by Board
3 precedent, making this action "spurious or frivolous." NAC 288.375(5). The Board should
4 accordingly dismiss this Complaint with prejudice.
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6 **A. Mr. Smith's Complaint does not conform to the requirements of NAC 288 and**
7 **prejudices the substantial rights of CCEA.**

8 NAC 288.200(1) dictates that a complaint must include: "(c) A clear and concise
9 statement of the facts constituting the alleged practice sufficient to raise a justiciable controversy
10 under chapter 288 of NRS, including the time and place of the occurrence of the particular acts
11 and the names of persons involved." The purpose of NAC 288.200 is "to require the complainant
12 to furnish respondent with sufficient information to enable the latter to determine the basis for
13 the complaint and to prepare a defense against same, requirements which are fundamental to due
14 process." *Clark County Public Emps. Assoc. v. Housing Auth. of Las Vegas*, EMRB #270 at 7-8
15 (1991). All written documents filed with the Board must "satisfy the requirements set forth in
16 NAC 288.231." NAC 288.070. All pleadings filed with the Board, "including, without limitation,
17 a complaint... must... (g) Set forth a clear and concise statement of the matters relied upon as a
18 basis for the action or relief requested and an appropriate prayer," and "(i) be firmly bound
19 together at the upper-left hand corner of the document NAC 288.231(1). "The lines on each page
20 of the pleading must be numbered consecutively on the left margin," and each page of the
21 pleading must "Be numbered consecutively at the bottom of the page." NAC 288.231(2).
22 "Pleadings, motions and other papers will be liberally construed, and any defects which do not
23 affect substantial rights of any party may be disregarded by the Board." NAC 288.235.
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1 While the Board often ignores procedural defects in complaints which do not affect the
2 substantial rights of the respondent, *Simo v. City of Henderson and Henderson Police Officers*
3 *Ass'n.*, **EMRB** #796 (2014), it can and has in the past dismissed complaints containing pleadings
4 that have failed to measure up to the "clear and concise" standard articulated by NAC 288.200 if
5 such defects prejudice the substantial rights of the respondent. *Int. Union of Operating Enginners*
6 *Local 501 v. Univ. Med. Center, et. al.*, **EMRB** #842 (2019); *Daniel, et. al. v. Educ. Support*
7 *Emps. Assoc.*, **EMRB** #767 (2011).

9 Here, the vagueness of Mr. Smith's Complaint **has** prejudiced the substantial due process
10 rights of CCEA in that it has failed to provide the Association with a basis for determining the
11 circumstances and facts upon which the Complaint is based and mounting a defense against said
12 Complaint. Despite NAC 288.200(1) requiring the Complaint to include the "time and place of
13 the occurrence of the particular acts and the names of the persons involved," Mr. Smith's
14 Complaint mentions no specific dates or persons involved with either CCEA or CCSD that form
15 the basis of his Complaint. Comp. Aside from confusing and conclusory allegations, he mentions
16 no specific acts or dates in which CCEA "used PGS incorrectly," "failed to investigate," "failed
17 to cite contract language," engaged in "arbitrary conduct," "discouraged representation," or
18 otherwise acted in "bad faith." *Id.* at 4-5. No individuals are named to assist CCEA in
19 deciphering what violations of NRS 288 allegedly occurred that would form the basis of his
20 Complaint. *Id.* There is no "clear and concise statement of the matters relied upon as a basis for
21 the action or relief requested" as mandated by NAC 288.231(1)(g); merely out of context quotes
22 from the Negotiated Agreement and conclusory statements that CCEA violated its duty of fair
23 representation. *Id.* When CCEA received the Complaint through certified mail, it was not bound
24 at the upper left hand corner, not numbered consecutively at the bottom of each page, and did not
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1 have any consecutively numbered lines as required by NAC 288.231. Even the complainant in
2 *SEIU Local 1107 v. Clark County* was able to form some sort of specific action which formed
3 the basis of an alleged prohibited practice in the employer ceasing the past practice of granting
4 pay increases to employees, and the Board still dismissed SEIU's complaint. EMRB #469 at 1.
5 (2000). In the case at hand, Mr. Smith has not even alleged a **specific action** that could remotely
6 constitute a prohibited practice under NRS 288.270. While the Board has indeed often
7 overlooked minor defects and applied a liberal construction of pleadings, there needs to be some
8 sort of limit to how vague these pleadings can be, especially when they interfere with the
9 respondent's ability to appropriately respond to a specific set of facts, dates, and/or persons that
10 would form the basis of said complaint. In light of these unusually vague and conclusory
11 pleadings prejudicing CCEA's substantial due process rights in effectively responding to this
12 Complaint in an informed manner, the Board should draw a line at Mr. Smith's plainly
13 insufficient pleadings, and dismiss this Complaint with prejudice.

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16 **B. CCEA did not violate its duty of fair representation to Mr. Smith.**

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18 Even if the Board elects to overlook this Complaint's pleading deficiencies, the Board
19 should still dismiss this Complaint against CCEA with prejudice because no probable cause, and
20 in fact, no evidence, exists that could establish that CCEA violated its duty to fairly represent
21 Mr. Smith. An employee organization has a duty under NRS 288 to fairly represent employees in
22 the bargaining unit. *Vos v. City of Las Vegas and Las Vegas Peace Officers Association*, EMRB
23 #749 at 10 (2014); citing *Rosequist v. International Ass'n of Firefighters Local 1908*, 49 P.3d
24 651 (Nev. 2002). However, the Board has long held that "a breach of an employee organization's
25 statutory duty of fair representation to members of the bargaining unit occurs **only** when the
26 union's conduct toward said members is arbitrary, discriminatory, or in bad faith." *Asch*, EMRB
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1 #314 at 3; citing *Vaca v. Sipes*, 386 U.S. 171, 191 (1967). A union's duty of fair representation is
2 construed narrowly to allow a union the discretion to act in what it perceives to be the best
3 interests of who it represents. *Crom*, EMRB #752E at 5; citing *Galindo v. Stooddy Co.*, 793 F.2d
4 1502, 1514 (9th Cir. 1986); *Peterson v. Kennedy*, 771 F.2d 1244, 1253 (9th Cir. 1985); citing
5 *Ford Motor Co. v. Huffman* 345 U.S. 330, 337-38 (1953).
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7 The duty of fair representation also extends to the union's handling and processing of
8 grievances, forbidding such organizations from processing an employee's grievance in an
9 "arbitrary or perfunctory manner." *George v. Las Vegas Police Protective Ass'n Metro, Inc.*,
10 EMRB #485A at 6 (2001); citing *Tenorio v. NLRB*, 680 F.2d 598 (9th Cir. 1982). Such a duty
11 typically requires that the union conduct some sort of "minimal investigation" of the employee's
12 grievance or potential issue. *George*, EMRB #485A at 6. "Union conduct that shows an
13 egregious disregard for the rights of union members constitutes a breach of the duty of fair
14 representation." *Id.*
15

16 However, to be compliant with its duty of fair representation, a union need not process
17 every grievance brought to its attention. *Id.*; citing *Tuma v. American Can Co.*, 373 F. Supp. 218,
18 224 (D. NJ. 1974). This Board has held that "Because a union balances many collective and
19 individual interests in deciding whether and to what extent it will pursue a particular grievance,
20 courts should accord **substantial deference** to a union's decisions regarding such matters."
21 *Woodard v. Sparks Police Protective Ass'n*, EMRB #853A at 3 (2020); citing *Peterson*, 771 F.2d
22 at 1253. In fact, a union possesses an **obligation** to "not assert or press grievances which it
23 believes in good faith do not warrant such action." *Tuma*, 373 F. Supp. at 225; citing *Bazarte v.*
24 *United Transportation Union*, 429 F.2d 868, 872 (3rd Cir. 1970). "Any substantive examination
25 of a union's performance must be highly deferential, recognizing the wide latitude negotiators
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1 need for the effective performance of their bargaining responsibilities.” *Airline Pilots Ass’n v.*
2 *O’Neill*, 499 U.S. 65, 78 (1991). A union who opts against pursuing an employee’s grievance
3 based on the case lacking merit after at least some sort of investigation almost always fulfills its
4 duty of fair representation. *Orphan v. Furnco Construction Corp.*, 325 F. Supp. 1220, 1222
5 (N.D. Ill. 1971) (“Where a union makes a good faith determination that a grievance has not been
6 filed in a timely manner or lacks merit, no breach of the duty to represent occurs”).

8 A union’s actions are arbitrary “only if its conduct can be fairly characterized as so far
9 outside a ‘wide range of reasonableness that it is wholly ‘irrational’ or ‘arbitrary’” or is otherwise
10 “without a rational basis or explanation.” *Vos*, EMRB #749 at 10; citing *Marquez v.*
11 *Screenactors Guild, Inc.*, 525 U.S. 33, 45 (1998). *Vos* is a prime example of the Board holding
12 that the union did not act arbitrarily when declining to process an employee’s grievance. In *Vos*,
13 the complainant was laid off and argued that the respondent union failed to fairly represent her.
14 *Id.* at 10. Since the union was aware of unit-wide layoffs, investigated the circumstances, and
15 verified to its satisfaction that the layoffs were genuinely motivated by a lack of available funds
16 from the city based on a review of their books, the Board held that there was no violation of its
17 duty of fair representation just because it had declined the complainant’s request to file a
18 grievance on her behalf challenging her lay off. *Id.* at 11. The Board held that the union had
19 made a good faith determination to not proceed with a grievance based on her case lacking merit
20 in its judgment, and her layoff being in conformity with what the union had mutually agreed to
21 with the city. *Id.* at 12. Notably, the Board also pointed out that the complainant had the
22 opportunity to file an independent grievance which was not obstructed by the union, *Id.* at 13,
23 and that she had an opportunity to better her situation on her own by exercising bumping rights
24 per the contract then in place at her workplace, but declined to do so. *Id.* at 3.

1 In contrast, the Board has held that a union has acted arbitrarily when it fails to provide
2 good faith rationale for dropping or otherwise not processing an employee's grievance. *Strahan*
3 *v. Washoe County Sheriff's Office Supervisory Deputies Ass'n*, EMRB #554D (2006). In
4 *Strahan*, complainant-employee received a punitive demotion and approached the union, who
5 filed a grievance on his behalf, but failed to bring forward a motion in court to compel arbitration
6 where the employer refused to arbitrate the grievance. *Id.* at 1. The Board found that the union
7 acted arbitrarily when it refused to process the complainant's grievance because he had filed a
8 complaint with the Board, because union officials had feared repercussions from management if
9 they were to continue processing the complainant's grievance, and where the union failed to
10 inform the complainant about the reason why it had dropped his grievance, when it had promised
11 to bring forth the motion to compel arbitration in the first place. *Id.* at 13.

14 Here, Complainant possesses no basis for which CCEA can be said to have acted so far
15 outside a wide range of reasonableness that it is wholly irrational or arbitrary as it pertains to its
16 representation of him. At every step of the process, CCEA diligently represented Mr. Smith. Like
17 with the victorious union in *Vos*, which thoroughly investigated the matter, and made a rational
18 "business decision" against processing the employee's grievance based on both the contract and
19 communicated understandings with the employer, Ms. McMillin assisted Complainant to the best
20 of her ability, thoroughly investigated his issue pertaining to the denial of CUs for coursework
21 completed prior to his start date with CCSD as a licensed employee, and rationally declined to
22 process a grievance based on this investigation, the Negotiated Agreement, and the longstanding
23 past practice between CCEA and CCSD that coursework completed prior to an employee's hire
24 date would not be eligible for CUs. Ms. McMillin had been assisting Mr. Smith on his PGS and
25 salary-related questions since August 2024. Exhibit F. Whenever Mr. Smith possessed a
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1 question, she answered. Exhibit F. When Mr. Smith asked Ms. McMillin how he could go about
2 receiving the “raise” associated with receiving his Master’s in Education, she immediately met
3 with him to walk him through the entire PGS process and instructed him on how to submit his
4 activities for CU credit. *Id.* When Mr. Smith on October 30, 2025 expressed to Ms. McMillin
5 concerns that he had not received his “raise” yet for completing the ARL program, and expressed
6 that others had, Ms. McMillin investigated his issue by clarifying if he had submitted the
7 minimum 225 CUs needed for a column advancement under the PGS, and offered to inquire
8 further with CCSD’s PGS Department into why he had not received a column advancement. *Id.*
9 Complainant refused this assistance and stated “I will wait a little longer. Thank you.” *Id.*
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11 Mr. Smith did not reach back out to Ms. McMillin on this issue until March 6, 2026,
12 where she proceeded to have a phone call with Mr. Smith so he could explain the problem in
13 greater detail. *Id.* Ms. McMillin further investigated the issue by examining the emails that were
14 forwarded to her by Complainant, examining the Negotiated Agreement and PGS Reference
15 Guide, and inquiring with Dr. Pearson on whether the understanding with CCSD is still that
16 employees cannot earn CUs for activities completed prior to their start date or return date with
17 CCSD in this bargaining unit. Exhibit G. Mr. Smith sent over the information of one other
18 employee who he claimed received CUs for “the same coursework” during the same time
19 periods. Exhibit F. Upon investigation, it turned out that this employee did receive a column
20 advancement from Column I to Column II on the PST via the PGS, but they were not placed in
21 Column IV (Master’s degree). Exhibit H. CCEA determined that this employee, like Mr. Smith,
22 received their CUs in line with the Negotiated Agreement and past practice since they also did
23 not receive CUs for courses completed prior to their February 22, 2021 start date with CCSD as a
24 licensed employee. *Id.* This individual simply completed more coursework after their start date
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1 with CCSD as a licensed employee covered by ~~the~~ **Contract** than Mr. Smith did. Dr. Pearson
2 also investigated Mr. Smith's issue and determined that the District's argument that CUs cannot
3 be earned by an employee prior to their start date with the district is correct and in conformity
4 with a longstanding past practice. Exhibit B. After a thorough investigation by CCEA, it made
5 the rational determination that any grievance that Mr. Smith would want the Association to file
6 on his behalf would lack merit and go against roughly ten years of agreed upon precedent with
7 the District, not out of any fear of repercussion by the District, but through common sense and
8 arms-length negotiations, and accordingly declined to do so. Exhibit F.

10 Mr. Smith is simply wrong. The PGS is not a unilateral document that contradicts the
11 Contract. It is, per Article 26 of the Negotiated Agreement, an extension of and addendum to the
12 Contract. Exhibit A. Article 26-3-1 plainly states that "CUs may be earned only as provided in
13 the PGS Reference Guide." *Id.* This Board itself also settled this question nine years ago in *Clark*
14 *County Educ. Ass'n v. Clark County Sch. Dist.*, where it held that CCSD was estopped from
15 enacting unilateral changes to the PGS Reference Guide, in part, because it concerned direct
16 monetary compensation, a mandatory subject of bargaining under NRS 288.150(2)(a). **EMRB**
17 #824 at 15 (2017). Since this Board's decision, CCEA and CCSD have operated on the mutual
18 understanding that the requirements surrounding the accrual of CUs in the PGS Reference Guide
19 cannot be altered except by mutual agreement between the parties. Exhibit B. While there is no
20 explicit language in the Negotiated Agreement stating that an employee cannot earn CUs prior to
21 their start date with CCSD as a licensed employee, this is not only a common sense interpretation
22 given that employees are not covered by the Contract until they actually become employees, but
23 it is also the product of an understanding between CCEA and CCSD that has lasted for as long as
24 the PGS has been bargained for. *Id.* It is a standard practice in labor relations for the parties to a
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1 CBA to agree on practices without it being mentioned explicitly in the contract. This is especially
2 true with the PGS Reference Guide, a complicated and comprehensive document that has been
3 carefully bargained for by CCEA and CCSD for over a decade. To hold otherwise, a position that
4 Complainant appears to argue, would turn the Negotiated Agreement into a “massive and
5 unwieldy treatise” that the Supreme Court in *Marquez* warned against. *Marquez*, 525 U.S. at 47.
6 Furthermore, CCEA and CCSD possess an understanding that CUs should not be frivolously
7 awarded to employees so as to preserve the integrity of the PGS. Exhibit B. CCEA has a
8 substantial interest in preserving the integrity of the PGS because each negotiations cycle it has
9 had to justify the continued accrual of these CUs by employees, and does not want to give CCSD
10 rationale to eliminate the PGS in future bargaining cycles. If this happens, CU accrual and
11 column advancements for **all employees** could be jeopardized, which would be disastrous for
12 CCEA’s entire bargaining unit, especially in the face of worsening economic conditions. So, in
13 relation to Complainant, CCEA took the non arbitrary, rational position to not advocate via a
14 meritless grievance that one employee should receive CUs for activities completed prior to their
15 start date with the District as a licensed employee in the interests of both maintaining a credible
16 negotiating position with the District in future bargaining cycles, and in the interests of
17 preserving the PGS for the entire bargaining unit, a reasonable judgment call that is well within
18 the Association’s discretion.

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22 Mr. Smith appears to misunderstand the difference between the Negotiated Agreement’s
23 initial salary placement and PGS provisions, a distinction explained to him by Ms. McMillin
24 multiple times. Exhibit F. Unless an employee was to have applied to and been approved for a
25 salary adjustment pursuant to SRAP, any degree they earn will not be used for their initial
26 placement upon hire on the PST unless the coursework that earned the employee the degree was
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1 completed prior to their hire date. Exhibit B. Otherwise, the employee will have to use the degree
2 and accompanying coursework towards a column advancement. *Id.* In the situation at hand, Mr.
3 Smith returned to CCSD as a licensed employee on July 29, 2020, and he did not have his
4 Master's degree conferred until August of 2024. Exhibit E. So, to advance on the PST with his
5 Master's degree and accompanying coursework, he needed to have either submitted for a salary
6 advancement under SRAP and/or used the coursework taken to earn the degree to accrue CUs for
7 a column advancement under the PGS. Exhibit B. Mr. Smith submitted this information through
8 ELMS and received the appropriate 200 CUs in 2024, with Ms. McMillin's assistance. Exhibit F.
9 In his Complaint, he selectively quotes Article 26-8-3-7 of the Negotiated Agreement as
10 authority that in his opinion mandates re-placement on the PST. Comp. at 3. However, this
11 contract provision, when read in its entirety, reads nothing close to what Complainant is arguing.
12 The provision in its entirety reads: "Only PK-20-related, advanced degrees awarded by an
13 accredited institution recognized by the Commission on Professional Standards in Education in a
14 field pertinent to the position and valid in their entirety for Nevada certification for level and
15 subject taught will be recognized for advancement on the salary schedule." Exhibit A. This
16 provision only provides that employees' degrees must be relevant to their duties in order for the
17 degree to count towards either their initial salary placement or towards a column advancement;
18 in no way does this provision mandate placement into a new column on the PST. *Id.*

19 Ms. McMillin attempted to clarify Mr. Smith's misunderstandings and explain to him
20 why he was incorrect multiple times. Exhibit F. After a thorough investigation and representation
21 of Mr. Smith via assisting him in receiving CUs and navigating the PGS, holding meetings with
22 him, and double-checking with Dr. Pearson, Ms. McMillin held firm on CCEA's rational, non
23 arbitrary, and longstanding practice with CCSD that CUs cannot be accrued by the employee
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1 until they are covered under the Contract, and declined to process a grievance. Exhibit F. Such a
2 decision was a rational, judgment-based decision on the assessment of the merits.

3 Additionally, Complainant in Paragraph 16 of his Complaint alleges that "CCSD awarded
4 CU credit for a science conference during the same timeframe it denied ARL coursework."
5 Comp. at 2. He never communicated CCEA prior to the filing of his Complaint, and this
6 Complaint is CCEA's first time learning of this. Exhibit F; Exhibit G. However, CCEA looked
7 into this matter with CCSD's PGS Department, and determined that while he did receive CUs
8 initially for a 2020 conference, he should not have. Exhibit J attached hereto. The conference
9 was originally entered into CCSD's database ("ELMS") as "district professional development."
10 *Id.* Unlike university coursework, activities labeled as "district professional development" are
11 not reviewed by CCSD immediately upon submission. *Id.* Such an error would almost certainly
12 be caught by CCSD, if not upon discovery through this investigation, definitely via an audit by
13 the District upon Complainant's submission of 225 CUs, and so these CUs would be revoked.
14 Exhibit C. An audit of Mr. Smith's CU submissions had not yet occurred because he has yet to
15 have reached the 225 CUs to trigger said audit. *Id.* CCEA maintains the mutual understanding
16 with CCSD that an employee cannot receive CUs for **any** activity completed prior to their start
17 date in the licensed personnel bargaining unit. Exhibit B.

21 It is also important to note that even if CCEA had entertained a grievance for Mr. Smith,
22 such a grievance would have been untimely under the Negotiated Agreement. Article 4-5(a) of
23 the Agreement dictates that an employee has "thirty (30) days after the grievant first knew of the
24 act or condition upon which the grievance is based." Exhibit A. If Mr. Smith believed that the
25 earning of his Master's Degree automatically entitled him to placement in the Master's Column,
26 a deadline surrounding a grievance challenging this lack of a re-placement on the PST would
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1 have triggered when he found out he only received 200 CUs for his degree, which would have
2 began sometime in the 2024-2025 school year because he submitted for the CUs sometime
3 around August or September of 2024. Exhibit F. Regarding the denial of CUs for the coursework
4 Complainant completed prior to his start date with CCSD as a licensed personnel, he again was
5 likely aware of his claimed violation sometime in the 2024-2025 school year when he was given
6 200 CUs that year, and not his submitted-for 296 CUs. *Id.* Even if Complainant did not become
7 aware of a PGS-related grievance in the 2024-2025 school year, he at the latest was aware of this
8 issue on October 30, 2025, where he complained to Ms. McMillin that he had not “received the
9 raise associated with completing the ARL program.” *Id.* Complainant cannot now claim that he
10 was not talking about the PGS; as in the same text chain on the same day, he wrote that he
11 “submitted the education via PGS a year ago,” and that other educators received raises through
12 the PGS. *Id.* Notably, on November 3, 2025, he declined Ms. McMillin’s offer to escalate the
13 matter to CCSD’s PGS Department, opting to “wait a little longer.” *Id.* He did not reach back out
14 to CCEA on this issue until **four months later**. With this clear discovery of an alleged violation
15 (in his view) of the Agreement by Mr. Smith on October 30, 2025, his deadline to file a
16 grievance, per Article 4-5(a)’s 30-day timeline⁴, would have been, at the latest, **December 18,**
17 **2025**. So, by the time Complainant began demanding that CCEA file a meritless grievance that
18 would undermine a decade-long understanding with CCSD on March 6, 2026, the timeline to file
19 a grievance under the Agreement had long expired. Mr. Smith also could have filed an
20 independent grievance, as it was his right to do so under Article 4-1, Exhibit A, and he seemingly
21 implied he was going to act for himself in his emails and texts with Ms. McMillin. Exhibit F;
22 Exhibit G. Similar to the union in *Vos*, no evidence suggests that CCEA restrained, coerced, or
23 otherwise interfered with Complainant’s ability to act for himself.
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⁴ The grievance timeline does not include weekends or holidays.

1 Similar to how the complainant in *Vos* failed to take advantage of the bargained for
2 means that were at her disposal by not exercising her bumping rights, Mr. Smith did not exercise
3 his contractual right to submit for a salary review under SRAP for a potential salary adjustment.
4 Given his Master's Degree, he could have possibly received a salary adjustment pursuant to
5 SRAP that could have given him a new placement, if he had submitted all the documentation
6 required by Article 26-26-5, and submitted such information to CCEA by either October 1, 2025,
7 for the first review phase, or February 27, 2026, for the second. Exhibit A. Despite
8 communications of these deadlines almost every month from August 2025 through February
9 2026, Mr. Smith submitted **zero documentation** for both review phases. Exhibit D; Exhibit I.

10
11 To prove discriminatory conduct by the union, a complainant "must adduce substantial
12 evidence of discrimination that is intentional, severe, and unrelated to legitimate union
13 objectives." *Vos*, EMRB #749 at 10.; citing *Amalgamated Ass'n of St. Elec. R. and Motor Coach*
14 *Emp. of America v. Lockridge*, 403 U.S. 274, 301 (1971). Union officials must be cautious not to
15 succumb to the influence of personal preferences. *Woodard* EMRB #853A. In cases where the
16 complainant has delivered little to no evidence of discriminatory intent and/or conduct on the
17 part of the union, courts have held that the respondent did not act in a manner that was
18 discriminatory. *Tuma*, 373 F. Supp. at 218. In *Tuma*, the employee alleged that the union had
19 discriminated against her based on gender in declining to process a grievance. *Id.* at 220. The
20 court disagreed and found that its declining to process her grievance was not based on gender,
21 but rather on a good faith assessment of the merits of her case stemming from an investigation
22 into her issue by the union officials' judgment of the contract language, established past practices
23 between the union and management, and the company's decision to cut a job being a traditional
24 management prerogative. *Id.* at 222-23. The court found no evidence of hostility, discriminatory
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1 intent, or arbitrariness on the part of the union, and held that it exercised its discretion in good
2 faith. *Tuma*, 373 F. Supp. at 222. The court also was persuaded that the union did the same when
3 it decided not to process an unmeritorious grievance of a male employee. *Id.* at 224.

4
5 Contrastingly, the Board has held that employee organizations who make decisions to
6 process a grievance based on personal reasons, such as an employee's popularity within the
7 organization, act in a manner that is discriminatory. *Fraley v. City of Henderson and Henderson*
8 *Police Officer's Ass'n*, EMRB #547C (2004). In *Fraley*, the complainant was a terminated
9 employee who was unpopular within the rest of the department. *Id.* at 2. Where testimony was
10 admitted that some employees get preferential treatment from the union, with cases processed
11 more vigorously than others, association grievance committee members who voted in favor of
12 challenging Fraley's grievance were removed from the committee mid-term, and the President of
13 the union discussed stripping Fraley of his membership for filing a complaint to the EMRB, the
14 Board found sufficient evidence of discrimination on the part of the union. *Id.* at 21-25.

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16 Here, Complainant does not argue in his Complaint that CCEA engaged in
17 discrimination. He does not allege that CCEA intentionally declined to process his grievance
18 based on a category protected under NRS 288 (race, gender, etc.). Nonetheless, no evidence
19 exists to suggest that CCEA engaged in discrimination that is "intentional, severe, and unrelated
20 to legitimate union objectives." Much like the union in *Tuma*, CCEA made a neutral
21 determination to not process a grievance for Mr. Smith based on its assessment of the merits,
22 including the Contract, past practice, and its investigation. No protected category was a factor.
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25 To the extent Complainant alleges discrimination for personal reasons as a motive behind
26 CCEA declining to process a grievance, he possesses no evidence of this. CCEA conducted a
27 neutral investigation of Mr. Smith's matter, and made a determination on his situation in a purely
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1 merit-based fashion, not upon personal reasons. When the Board identifies discrimination for
2 personal reasons, they imagine the severe and intentional conduct committed by the union in
3 *Fraley*, not the merit-based evaluations conducted by CCEA after an investigation into the issue.
4 CCEA has not disfavored Mr. Smith. No grievances have been filed by CCEA on behalf of
5 employees trying to undermine the ten year old understanding between the Association and
6 CCSD that an employee cannot earn CUs prior to their start date with the District, and CCEA
7 would treat a similar issue by any other employee in the exact same manner. Further, CCEA has
8 taken no adverse action against Mr. Smith since his filing of this Complaint, like what the union
9 contemplated doing in *Fraley*. Therefore, CCEA did not engage in discrimination.
10

11
12 To demonstrate that a union acted in "bad faith," Complainant must illustrate "substantial
13 evidence of fraud, deceitful action or dishonest conduct." *Lockridge*, 403 U.S. at 299.

14 Where there is no evidence of fraudulent, dishonest, or deceitful conduct by the union, it
15 will not have acted in bad faith. *Crom*, EMRB #752E. In *Crom*, the complainant alleged that the
16 union acted in bad faith when it declined to arbitrate his termination. *Id.* The Board held that the
17 union conducted a good faith investigation into the merits of Crom's case, and then made a good
18 faith "business decision" to not proceed with a grievance because they believed the case to be
19 unwinnable based on the business agent's previous experience handling similar matters, the
20 complainant's DUI charge, and his failure to secure insurance." *Id.* at 3. Despite the union's
21 assessment of the poor merits of a grievance, it continued to assist Crom by making an honest
22 effort to settle the case in line with his interests. *Id.* at 4. The Board found that the union's
23 actions to help Crom was not consistent with bad faith conduct, and that there was no evidence
24 of the organization interfering with the complainant's right to act for himself. *Id.* at 9-10.
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1 In contrast, a union can be said to have acted in bad faith where it appears that union
2 officials actively worked against the employee. A prime example of this is *Bianchi v. Roadway*
3 *Express and Teamsters Local 769*. In *Bianchi*, the complainant was a steward who gave advice
4 to another employee who was injured on the job. *Bianchi v. Roadway Express and Teamsters*
5 *Local 769*, 355 NLRB 197, 198 (2010). Another union official, Marr, gave the employee
6 incorrect advice that it was too late for him to file an on-the job injury report, while Bianchi
7 accidentally had the employee fill out the wrong date that he was injured and hospitalized, and
8 was terminated for dishonesty. *Id.* at 198-99. Marr and Bianchi were rivals within the union, and
9 in fact, the two recently finished a hotly-contested election with challenges to their integrity. *Id.*
10 Notably, the challenges had resolved 11 days before the arbitration, and Marr described Bianchi
11 as “just a pain in the ass politically.” *Id.* Marr represented Bianchi at his arbitration and
12 deliberately failed to introduce evidence of his omission that would have been exculpatory for
13 Bianchi’s case. *Id.* The NLRB determined that the union, through Marr’s conduct, acted in bad
14 faith, as, taken in conjunction with the above circumstances, Bianchi’s termination served as a
15 convenient means for Marr to get rid of a political rival. *Id.* at 202.

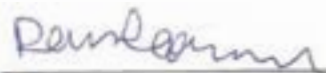
16 Here, the circumstances in the case at hand align much more closely to the facts in *Crom*
17 than in *Bianchi*. Like the union which conducted a good faith investigation in *Crom*, and despite
18 the decision to not process a grievance, continued to assist the complainant pursuant to his
19 interests, CCEA here conducted a much more thorough investigation than the “minimal” one that
20 is required by a union under the law. *Tenorio*, 680 F.2d 598. Ms. McMillin offered and provided
21 assistance to Mr. Smith multiple times, including spending substantial amounts of time texting,
22 emailing, and calling him to address his questions and concerns surrounding his salary, meeting
23 with him in 2024 to walk him through the PGS process, offering to contact the PGS Department
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1 when he claimed he was unjustly denied 96 CUs, and ensuring that Mr. Smith had completed the
2 UNLV course he took in the Summer 2020 semester prior to his start date with CCSD as a
3 licensed employee to see if he was potentially owed more than 200 CUs. Exhibit F; Exhibit G.
4 Even after Ms. McMillin made it clear to Complainant that the Association would not be
5 processing a meritless grievance challenging his CU denials, she still offered to have a phone call
6 with him to explain the distinctions between initial salary placement and the PGS. Exhibit F. As
7 this Board held in *Crom*, this honest conduct on the part of CCEA in representing Mr. Smith is
8 inconsistent with the animus of unlawful discriminatory, dishonest, and deceitful conduct. *Crom*,
9 EMRB #752E at 8. If Ms. McMillin had intended to be dishonest and deceitful, the record of her
10 written communications with Complainant depict an interesting way of her going about it.
11 Further, Complainant can proffer no evidence that even comes close to the kind of dishonest and
12 deceitful conduct that the union official in *Bianchi* committed; no evidence of a political rivalry
13 between Mr. Smith and a CCEA official, no evidence of any lies or intentionally misleading
14 information being told by Ms. McMillin, just good faith, honest communications on the merits of
15 his case and offers of assistance. Accordingly, CCEA did not act in bad faith.

19 IV. CONCLUSION

20 The Board should dismiss Mr. Smith's Complaint against CCEA with prejudice.

21 DATED this 26th day of May, 2026.

22 

23 Dante Dabaghian (NV Bar No. 16837)
24 General Counsel
25 Clark County Education Association
26 4230 McLeod Drive
27 Las Vegas, NV 89121
28 ddabaghian@ccca-nv.org
Attorney for Respondent CCEA

CERTIFICATE OF SERVICE

I hereby certify that on the 26th day of May, 2026, I sent a true and correct copy of the foregoing

MOTION TO DISMISS by email to the following:

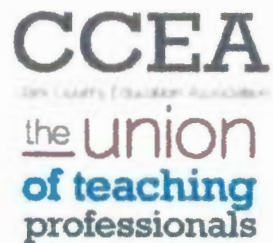
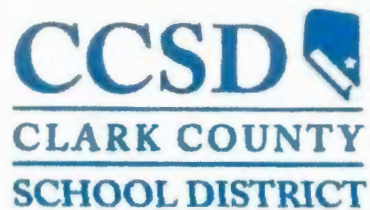
CLYDE SMITH
4040 Lady Fern Avenue
Las Vegas, NV 89084
702-344-6575
clydesmith1974@gmail.com
Complainant (pro se)



AN EMPLOYEE OF CCEA

EXHIBIT A

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



2025-2027

- 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.

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.
- 4-3 **STEP ONE: INFORMAL DISCUSSION/MEDIATION**
- (a) Both parties encourage employees covered by this Agreement to resolve their problems with their principal or supervisor whenever possible. The provisions of this Article are not intended to preclude a teacher with a potential grievance from informally discussing the problem with his/her immediate supervisor prior to filing a formal grievance, although such discussions are not part of the formal grievance procedure. In addition, utilization of the Step One discussion/mediation shall not be used against the employee. Further, the employee does so without waiving the due process rights stipulated under the CRA.
- (b) If a teacher requests an informal discussion or mediation with the principal of the school, or the department director if the assignment is not school based, concerning

the subject matter of a potential grievance, such informal discussions or mediation will be held within twenty (20) days after the affected teacher or the Association first knew of the act or condition upon which the potential grievance is based. If the informal discussion or mediation does not occur within the twenty (20) day time limit, a grievance may be processed to the Pre-grievance Resolution process as set forth in Article 4-4 below, or to Step Two as set forth in Article 4-5 below.

- (c) It is understood and agreed that all aspects of such informal discussions, if any, which take place shall have no bearing or precedential effect on the resolution of that grievance or any similar grievance filed in accordance with this Article.
- (d) If a grievance is resolved as a result of an informal discussion, the principal or the grievant may reduce that resolution to writing prior to the termination of the time limits for filing a formal grievance. The absence of such a written resolution executed by both parties shall serve as notice to the grievant involved to file a formal grievance if that teacher so desires.
- (e) Such informal discussions shall not modify the time limits set forth in Step Two of the formal grievance procedure.
- (f) Either party to this Agreement may request mediation. Mediation may be utilized when both parties to the dispute voluntarily agree to participate to resolve disputes. Timelines are not suspended pending mediation, except with the written agreement of both parties. It is understood that the parties to the dispute are the District and the Association.

4.4 All grievances shall be processed as follows:

Pre-grievance Resolution

- (a) If the grievance is not resolved at Step One or if the grievance was not presented at Step One, the Association may submit in writing a proposal of resolution of the potential grievance to the Chief Human Resources Officer or the Superintendent's designee, before the Association files a formal written grievance.
- (b) The proposal of resolution submitted to the Associate Superintendent, Human Resources Division, or the Superintendent's designee will include the violation of policy and/or contract and the requested resolution, along with a written narrative of the issue(s) and the document(s) involved.
- (c) The traditional timeline to grieve, as outlined in Article 4-5 (a) below, will be suspended during the Pre-grievance Resolution process, provided that the proposal of resolution was submitted prior to the expiration of the traditional grievance timeline. The timeline will resume if and when either party terminates the Pre-grievance Resolution process in writing.
- (d) All aspects of such informal discussions, if any, which take place shall have no bearing or precedential effect on the resolution of that grievance or any other grievance filed in accordance with this Article.
- (e) In the event the Pre-grievance Resolution is denied or unresolved by either party in writing, the grievant may submit the matter to Step Two of the grievance procedure in accordance with the time lines provided in Article 4-5 below.
- (f) The submission of a Pre-grievance Resolution in no way guarantees that the School District will grant the requested resolution.

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STEP TWO SCHOOL DISTRICT

- (a) If the grievance is not resolved at Step One, the grievant may submit in writing the unresolved grievance to the Chief Human Resources Officer or the Superintendent's designee not later than thirty (30) days after the grievant first knew of the act or condition upon which the grievance is based. An authorized signature on a United States postal "return receipt" or dated hand delivery receipt shall serve as proof of submission.
- (b) In the event a grievance is submitted to Step Two in a timely manner, the Chief Human Resources Officer or the Superintendent's designee shall schedule a meeting with the grievant within seven (7) days to be held no later than twenty (20) days after receipt of the grievance unless timeliness have been waived in writing.
- (c) In the event a grievance is not resolved at this meeting, the Chief Human Resources Officer or the Superintendent's designee shall, within ten (10) days after the meeting, submit a written response to the grievance to the individual and to the Association. Any resolution of the grievance in favor of the grievant shall be in writing, and copies forwarded to both the affected employee and the Association. If the Chief Human Resources Officer or the Superintendent's designee fails to respond within ten (10) days as referred to in this paragraph or if a mutually agreed upon time extension is not agreed upon, the grievance shall be deemed in favor of the grievant.
- (d) If a grievance is either denied or not resolved at Step Two of the grievance procedure, the grievance shall be deemed withdrawn with prejudice unless timely filed at Step Three Expedited Arbitration in accordance with the provisions of Step Three below.

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STEP THREE EXPEDITED ARBITRATION

- (a) In the event a grievance is not resolved during the Pre-grievance Resolution process, if any, or at Step Two of the grievance procedure, only the Association, not later than twenty (20) days after the expiration of the time limit set forth in Article 4-5(c) above, may request arbitration of the unresolved grievance in accordance with the provisions set forth below. A request for arbitration shall be made by delivering to the Chief Human Resources Officer or the Superintendent's designee written notice of the intent to arbitrate. A United States postal "return receipt" or dated hand delivery receipt shall serve as proof of delivery.

The Association agrees that it will not delegate to anyone the right to arbitrate. This shall not be construed to mean that the Association may not determine the identity of its representative at such arbitrations.

It is agreed that the American Arbitration Association will provide full service administered arbitration under the American Arbitration Association's Labor Arbitration Rules.

- (b) The panel of arbitrators in use at the end of the current school year shall continue in effect unless the District and the Association agree to change the number of arbitrators. If they are unable to agree on a new number of arbitrators to serve on the panel, the number shall be nine (9). If the District and the Association cannot agree on the new members of the panel, then the American Arbitration Association (AAA) will be asked to submit a list of twenty-seven (27) arbitrators from which the parties shall strike alternately until the appropriate number of arbitrators has been selected for the panel. By September 30 of each year, each party may remove one (1) arbitrator from the panel. The replacement(s) shall be selected in accordance with the procedure set forth above. All arbitrators must be AAA certified arbitrators.

- 4-7 The arbitrator shall not have the authority to modify, amend, alter, add to, or subtract from any provision of this Agreement. An arbitrator, in the absence of the express written agreement of the parties, shall have no authority to rule on any dispute between the parties other than one which qualifies as a grievance as defined in 4-1.
- 4-8 This arbitrator's decision shall be submitted in writing within thirty (30) school days of the close of arbitration or submission of post-hearing briefs, whichever comes later, to all parties and shall be final and binding on all parties to this Agreement unless the arbitrator exceeds the powers specified herein, or is guilty of procedural error prejudicing the rights of either party as defined by federal labor law decisions.
- 4-9 The expenses of arbitration, including the arbitrator's fees/costs and expenses, and the cost of the arbitrator's transcript, shall be borne equally by the School District and the Association. However, all other expenses incurred by either party in the preparation or presentation of its case are to be borne solely by the party incurring such expenses. It is understood and agreed that only the Association has the right to request arbitration and that the Association shall be responsible for its share of the costs, as agreed above, for any arbitration requested by the Association.
- 4-10 No reprisals of any kind will be taken by the school trustees or by any member of the administration against any employee because of filing a grievance or because they participated in an orderly manner in the grievance procedure on behalf of the grievant and/or the Association. This provision shall not be construed as an agreement by the School District to pay the grievant or the association representative or any person present on their behalf for the time spent in processing a grievance in accordance with the provisions of this Article. It may occur during or outside the school day. In the event a grievance meeting is scheduled and held during the school day, those employees covered by this Agreement who participate in such a meeting may do so without loss of pay, subject to the limitations contained in Article 1-1-1-2.
- 4-11 No provision of this Article shall be construed to prevent any individual employee covered by this Agreement from discussing any problem, dispute, or even a grievance as defined herein with any supervisor outside the presence of a representative of the Association. However, such discussion shall not relieve any party from compliance with other provisions of this Article in the absence of an express written waiver of such provisions.
- 4-12 The parties hereby recognize the existence of policies and administrative regulations of the School District to which the employees covered by this Agreement are bound, and which are subject to change by the school trustees of the School District. The parties agree that any disputes arising under the application and/or administration of such policies or regulations relating to subject matter not covered by the provisions of this Agreement shall be processed beginning with Step Two of the grievance procedure set forth herein. If the dispute is unresolved after Step Two of the grievance procedure, the dispute may only be processed as follows:
- 4-12-1 The person initiating the dispute may refer the dispute to the Board of School Trustees and must also inform the immediate supervisor and the Associate Superintendent, Human Resources Division, and/or the Superintendent's designee. When a dispute is so referred, the board or a committee designated by the board shall meet to informally discuss the subject matter of the dispute with the grievant and with representatives of the Association requested to be present by the grievant.
 - 4-12-2 The Superintendent or designee shall prepare a review of the case for the Board of School Trustees and the committee designated by the board if a committee is so designated.

- 4-12-3 The Board of School Trustees or a committee designated by the board shall make a decision regarding the dispute as to the applicability or administration of district policies or regulations and communicate its decision in writing within thirty (30) days after the final meeting on the dispute.
- 4-13 It is the intention of the parties that grievances not resolved before the summer recess be resolved as quickly as is reasonably possible. Toward this goal, the parties agree that they will make a reasonable effort to conclude pending grievances before the opening of school in August.
- 4-14 In the event an employee(s) covered under this Agreement exercises the right to individually process a grievance without assistance from the Association, the District shall provide the Association:
- 4-14.1 A written copy of the grievance, the name of the grievant(s) to include the work site, and the name of the grievant's appropriate administrator.
 - 4-14.2 An opportunity to be present and to submit the Association's position at any meeting with the grievant(s) and at any grievance hearings, suspension hearings, evidentiary hearings, arbitration hearings, or any other meetings.
 - 4-14.3 A written copy of the resolution of the grievance or arbitration.
- 4-15 A fund of three thousand dollars (\$3,000.00) shall be earmarked and designated for the costs of specialized arbitration proceedings. The District, in its sole discretion, shall have the ability to authorize disbursements from the fund which has been earmarked and designated under this provision.

ARTICLE 5 ASSOCIATION PRESIDENT

- 5-1 Upon written request from the Association's Executive Board, the District shall grant the president and vice president of the Association a two (2) year leave of absence without pay during the president's and vice president's term of office for professional and educational development, participation in community projects, visitations of schools, and other Association business.
- 5-2 The president's and vice president's leave of absence shall commence with the beginning of the contract year and conclude at the end of the same contract year. The Association agrees to reimburse the School District on a current basis for the Public Employees Retirement System (PERS) contribution the District makes on behalf of the president and vice president.
- 5-3 If the president or vice president serves only one term in office, the District agrees to return the president or vice president to the same teaching position held when the president's or vice president's leave was granted. If the program has been reassigned to a new location, then the president or vice president will return to the same location. If the president or vice president serves two or more terms in office, the District is not obligated to return the president or vice president to the same teaching position held when the leave was granted, unless the former position is vacant. The District agrees that if that position is filled, the District will return the outgoing president or vice president to as near an equivalent teaching position as the position held when the leave of absence was granted.
- 5-4 The president or vice president of the Association or OCEA staff shall be allowed to visit any school in the District upon prior notification of the principal of the particular school involved.

**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, PCS 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. PCS Advisory Panel (made up of representatives from CCSD and CCFA): The panel which will hear disputes related to the interpretation and implementation of the PCS 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, or 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 2010-2011.

- 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 25-B, 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 Indicators 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 educator/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) including 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 K-12 instructors/K-12 instructor assistants shall be placed in accordance with the applicable provisions of Article 26-8, or in accordance with the K-12 instructor's/assistant's minimum instructor pay (MIP) in accordance with the applicable Defense Department regulations pertaining to minimum military instructor pay for K-12 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 25-7 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.

- 25-19-3 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.
- 25-19-4 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.
- 28-7-0 The Parties also agree that the District will pay a step increase in each year of its 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 63rd (2025) Session of the Nevada Legislature.
- 28-21 Licensed employees whose most recent license contract was as a CCSD School District administrator shall be placed on the PST utilizing Article 28-8 and the following provisions:
- 28-21-1 If the former administrator is assigned to a classroom position, he/she shall be placed on the PST pursuant to Article 28-8 and then moved two (2) columns to the left and two (2) steps up.
- 28-21-2 If the former administrator is assigned to a non-classroom position, he/she shall be placed on the PST pursuant to Article 28-8 and then moved four (4) columns to the left.
- 28-21-3 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 28-21-2.

- 26-21.4 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 2025-2025 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 PERC 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 front school an opportunity to achieve their TESL/EALD endorsement. CCSD will pay for the cost of the TESL/EALD 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.

26-26-5 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 I schools
- c. Licensed Employees in non-Title I 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.

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 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

	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 B

AFFIDAVIT OF DR. BRENDA PEARSON

STATE OF NEVADA)

COUNTY OF CLARK) ss.

Dr. Brenda Pearson, being first duly sworn and under penalty of perjury, does say and depose the following:

I have been employed at the Clark County Education Association ("CCEA") as the Director of Strategic Policy Initiatives since 2015. In my capacity as Director of Strategic Policy Initiatives, my duties include overseeing the implementation of the Professional Growth System ("PGS") negotiated by CCEA and the Clark County School District ("CCSD"), and reaching agreements with CCSD on the requirements for receiving Contact Units ("CUs") that go towards earning a column advancement on the PGS. The PGS was initially negotiated by CCEA and CCSD for the 2015-2017 Negotiated Agreement and has been in every subsequent contract between the parties, including the current 2025-2027 Negotiated Agreement. Since the negotiation of the PGS in 2015, I have been heavily involved with its implementation. The purpose of the PGS was to serve as a means for educators to improve their professional skills and develop the education profession, with increased pay as an incentive. So, the parties have been in agreement for as long as the system has existed to preserve the integrity of the PGS and not agree to the awarding of CUs that can be deemed "trivialous."

Upon the initial negotiation of the PGS, CCEA and CCSD both realized that the system was only a framework that needed to be fleshed out in the coming months. Furthermore, since the PGS had so many parameters and guidelines surrounding what type of activities were approved for the accrual of Contact Units ("CUs"), how many CUs an employee could earn for a given type of activity, and other nuances, it would have been untenable to have all of these

1 parameters included directly into the Negotiated Agreement. So, CCEA officials, including
2 myself, and CCSD, collaborated closely over the course of 2016 on a "PGS Reference Guide"
3 that specified all of these requirements for the accrual of CUs by licensed employees, with its
4 first publication to licensed employees on August 1, 2016. CCSD attempted to make unilateral
5 changes to the Reference Guide in 2017, but CCEA disputed this action in the Employee
6 Management Relations Board ("EMRB"), and the Board held in Item #824 that such unilateral
7 changes were improper and needed to cease. Since this EMRB decision, CCEA and CCSD have
8 shared the understanding that: 1) the PGS Reference Guide is a component of the Negotiated
9 Agreement as an addendum; and 2) that the Reference Guide is a mutually negotiated document
10 in which any changes to the guide need to be agreed upon by the parties.

11 The Reference Guide has been updated multiple times throughout the existence of the
12 PGS, with the most recent revision to the document being on September 1, 2023. This version of
13 the guide is referenced explicitly in Article 26-1(b) of the Negotiated Agreement, which
14 specifically defines that "Contact units earned for participation in designated coursework or
15 professional development, in accordance with the September 1, 2023, PGS Reference Guide (see
16 addendum)." Further, Article 26-3-1 provides that "CUs may be earned only as provided in the
17 PGS Reference Guide." For as long as the PGS has existed in CCEA-CCSD Negotiated
18 Agreements, the communicated understanding between the parties is that employees are not able
19 to earn CUs until their official start date with CCSD in the licensed employee bargaining unit,
20 including university coursework and/or coursework completed pursuant to an Alternative Route
21 to Licensure ("ARL") Program where the course ends prior to their start date, and for all other
22 activities completed prior to the employee's start date in the licensed employee bargaining unit,
23 including for attending academic conferences, as they are not yet covered by the Agreement.

1 This understanding also applies in circumstances where an employee has previously worked for
2 CCSD outside of the licensed employee bargaining unit, such as in a support staff or substitute
3 teaching capacity. The employee must be currently covered under the Negotiated Agreement to
4 obtain CUs. As of the date of this Affidavit, I am unaware of any employees having received
5 CUs for coursework and/or other activities completed prior to their start date, where the course
6 or activity ended prior to said start date, and if there were such instances where CUs have been
7 improperly awarded to an employee, CCSD would revoke these CUs upon discovery via its
8 "PGS Audit" process that is mentioned specifically in the Reference Guide. I would estimate that
9 there are a couple educators who have to pay back their column advancement each year as a
10 result of CUs being improperly awarded. CCEA is in agreement with CCSD on this practice.

11 CCEA Field Representatives frequently approach me with questions surrounding issues
12 with employees' CU denials. Clyde Smith was one of the employees I was approached about by
13 CCEA Field Representative Jennifer McMillan. Ms. McMillan forwarded me an email chain on
14 March 6, 2026 between Mr. Smith and CCSD's PGS Department. Mr. Smith had taken courses at
15 the University of Nevada, Las Vegas ("UNLV") from the Spring of 2020 through the Spring of
16 2024 pursuant to an ARL Program. Under the PGS Reference Guide, CUs are accrued for
17 university coursework at 8 CUs for every 1 unit done of university coursework, so long as the
18 employee receives a "B-" or higher in the class. So, an employee who completes a 3-unit course
19 is eligible to receive 24 CUs that can go towards a column advancement on the Professional
20 Salary Table. I reviewed Mr. Smith's rationale for why he should receive an additional 96 CUs,
21 CCSD's response for why he would not be eligible for the 96 CUs he claims he is entitled to, and
22 Mr. Smith's UNLV transcript. Upon my review, Mr. Smith received from CCSD a total of 200
23 CUs for courses he completed with a "B-" or higher from the Summer of 2023 through the

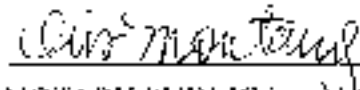
1 Spring of 2024. Mr. Smith had worked with CCSD previously as a substitute teacher, but did not
2 enter the licensed personnel bargaining unit and therefore was not covered by the Negotiated
3 Agreement until July 29, 2020. Since Mr. Smith did not begin his time as a licensed employee at
4 CCSD until July 29, 2020, he did not receive CUs for coursework completed in the Spring 2020
5 or Summer 2020 semesters. CCSD's PGS Department explained this to Mr. Smith, and I notified
6 Ms. McMillin in a response to her email that I concurred with CCSD that an employee cannot
7 accrue CUs for coursework taken prior to their start date with the District as a licensed
8 personnel. It is also not true that earning a Master's degree automatically entitles an employee to
9 re-placement on the Professional Salary Table ("PST") in Column IV ("Master's Column").
10 Generally, in order for an employee's degree to be used towards their initial placement on the
11 PST, the coursework that earned the employee the degree must have been all completed prior to
12 the employee's hire date with CCSD. If the coursework and/or the degree was completed/earned
13 after the employee's hire date, then the degree can usually only be used towards a column
14 advancement on the PST pursuant to the PGS, unless the employee this past school year
15 completed an application and was approved for a salary adjustment through the Salary Review
16 and Adjustment Process ("SRAP") bargained for by the parties for the current Negotiated
17 Agreement.

1
2
3 FURTHER YOUR AFFJANT SAYETH NAUGHT.
4

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7 Dr. Brenda Pearson, PhD.
8

9 SUBSCRIBED and SWORN to before me this 26th Day of May, 2026.
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13 NOTARY PUBLIC in and for said
14 CLARK COUNTY and NEVADA
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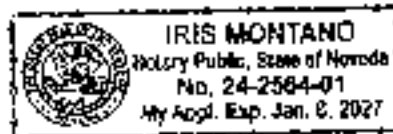


EXHIBIT C

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/nvdoelist). 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/carnegielist). 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

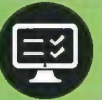
These professional learning activities require an official transcript with a "B-" (2.7) or higher.

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/PGSELMScdocumentation>.

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

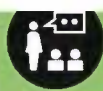
Documentation required for above activities must be uploaded to your CCSD Google Drive and submitted as a single link to the CCSD ELMS.

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

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/PGSELMScdocumentation>.



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>.

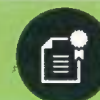
Supplemental Instruction



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

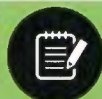


Activity	Contact Units
Recipient of a Community-Based Award provided by local agencies, companies, or other organizations. This includes awards available through the District for which an educator/licensed professional may apply.	5 CUs for winning one community award - Maximum 5 CUs
Recipient of a state 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/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/PGSELMSdocumentation>.

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/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 D

RESET

Status ▾

First & Last ▾

smith, cly

2 My Notes

My Cases

Assigned To: (all) ▾

Assigned Notes

Completed Notes

Assigned Cases

EMPID	First	Info	Notes	Roles	Events	Asses:
Last						
School						
Job Class						
94330						
SMITH	CLYDE					
CENTENNIAL HS						
2670 - CHEMISTRY						
1 - 1 of 1 (1 pages)						
< 1 >						

Contact Info

First Name
CLYDE

Address ⓘ
3935 VIA LUCIA DR

LAS VEGAS
City ⓘ

Contact Settings: ☒ No Emails ☒ No Calls

Personal Email:  
SUBSCRIBED
clydesmith1974@gmail.com

Google Classroom Email:

Phone
702 344-6575

Alt Phone



EMPID



Assignments Cases Dues History PLP-NB Documents

Middle ⓘ

Last Name

L

SMITH

NV

State

89115

Zip ⓘ

☐ No Mail

Work Email:
SUBSCRIBED



SMITHC10@NV.CCSD.NET

Cell

702

493-1070

Alt Phone 2

Dante Dabaghian

From: The CCEA Team <salaryreview@ccea-nv.org>
Sent: Thursday, August 21, 2025 9:55 AM
To: Dante Dabaghian
Subject:  SRAP Now Available— October 1st Deadline



The Salary Review and Adjustment Process (SRAP) survey is now available.

Submission Deadline is October 1, 2025

The Salary Review and Adjustment Process (SRAP) enables educators to have their education and experience reviewed to determine if they are eligible for an adjustment to their current salary. As part of the [2025-27 Negotiated Agreement](#), CCEA is responsible for the collection of documentation.

All educators can submit their survey and documentation to CCEA for review, however if non-members would like to submit their documentation to CCSD you can contact extrapaylicensed@nv.ccsd.net.

All documentation must be submitted by October 1, 2025. If you miss that window to apply for a review for this year then the next window for next year will be January 1, 2026 through February 27, 2026.

Salary adjustments will be made according to CCSD seniority in the following order:

1. Educators who were affected by compaction.
2. Educators who are in Title I schools.
3. Educators who are in Non-Title schools.

If you are interested in participating in this review, ***you must complete the survey and submit all of the required documentation by October 1, 2025.***

Once the survey and all documents are submitted, CCEA and CCSD will review your submission and determine if you meet the criteria to be eligible for salary adjustment.

Once a determination is made, CCSD and CCEA will contact you directly. We ask for your patience as we go through this process.

The SRAP is available now to all educators using the link below.

Accessing the Survey

To be able to access this survey you will use your CCSD email address and CCSD ID number. If you attempt to log in to the survey and your email is not accepted, you will need to contact our office at 702-733-3063.

Before you Begin

Collect the following documents prior to starting this survey:

1. Either your initial CCSD Offer of Employment Letter or CCSD Salary Progression Report,
2. All current and unexpired licenses, endorsements, and/or certifications from any state in which you taught, and
3. Either official or unofficial transcripts as proof of your educational attainment

Note: The degree awarded must be from an accredited university and must include your major or primary area of focus, the degree awarded, and your degree conferral date.

Deadline to Complete

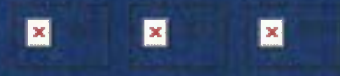
This survey will be available until **October 1, 2025**. Once you have collected

the required documentation, you may click below to begin the survey.

We ask for your patience as we go through this process.

The CCEA Team

Complete the SRAP



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Our mailing address is:

The Clark County Education Association

4230 McLeod Drive

Las Vegas 89121

Phone: 702-733-3063

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From: The CCEA Team <info@ccea-nv.org>
Sent: Thursday, August 28, 2025 4:00 PM
To: Dante Dabaghian
Subject: August 2025 Newsletter

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Welcome to the Clark County Education Association's monthly newsletter!
In each edition, we deliver the latest news, highlight our recent achievements,
and connect members with vital resources and support.

Salary Review and Adjustment Process (SRAP)

For those educators who are interested in having their salary reviewed for possible adjustment, the deadline to submit the documentation outlined in Article 26 of the [Negotiated Agreement](#) is by October 1, 2025. The degree awarded must be pertinent to the subject you teach, from an accredited university and must include your major or primary area of focus, the degree awarded, and your degree conferral date. Once a determination is made, you will be contacted directly. We ask for your patience as we move through this process.

Differential Pay for Hard to Fill High Vacancy Teaching Positions

The list of Title I Schools that meet the specified vacancy thresholds of 10% for elementary, 12% for middle, and 15% for high schools to qualify for the \$5,000 differential pay listed in Article 26-19-1 of the Negotiated Agreement is currently

under review and will be released within the coming days. To qualify for this compensation, educators must be classroom teachers or spend a majority of their assigned duties teaching students in a classroom. This incentive, when paid out, will be retroactive to the start of the educator's contract.

Special Education teachers who teach at Title I schools that do not meet the established vacancy thresholds as outlined in 26-19-6 will also qualify for this incentive for the 2025-2026 school year only.

Potential Special Session

We expect the Governor to call the Legislature to a Special Session this October. While we anticipate seeing unresolved issues from the last session added to the agenda, we also anticipate that budget issues may also be part of the agenda, as the State is watching what is happening at the National level, and how those situations will affect the State's budget. CCEA is preparing for this Special Session and will keep you apprised of issues that will impact your classrooms.

Upcoming PGS Deadline

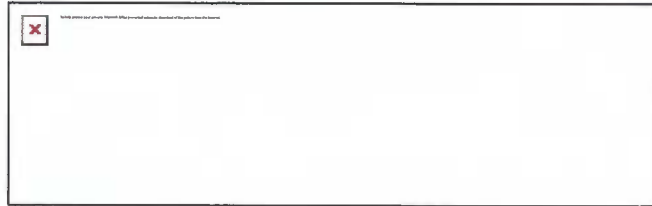
Mark your calendars! 📅 The deadline to complete all coursework being used for 2025-2026 advancement must be completed no later than August 31, 2025. All completed coursework must be entered into ELMS by October 1, 2025.

Sick Leave Pool Enrollment

Open enrollment/donations for the CCSD/CCEA Sick Leave Pool opens Monday, September 1, 2025. Forms and instructions on how to enroll or donate to the Pool will hit mailboxes next week.

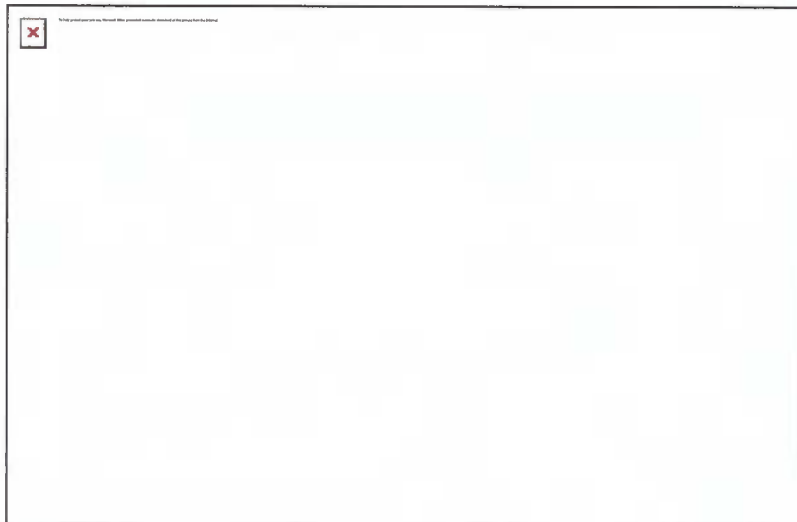
New CCEA Member Benefit Partner

CCEA has now partnered with America First Credit Union, who is rewarding up to 20 applicants with grants up to \$2,500 for innovative classroom projects through the [100% For Kids Credit Union Education Program](#). Scan the QR code below, visit americafirst.com, or stop by a branch for more information or to get started. Applications are accepted now through September 30, 2025.



Looking for CCEA Swag?

Snag your CCEA gear on our [website](#). Hats starting at \$5, Hoodies at \$20 and more. Purchases will be deducted from your paycheck, and your items will be shipped to you via school mail.



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Our mailing address is:

The Clark County Education Association
4230 McLeod Drive

Las Vegas 89121
Phone: 702-733-3063

Want to change how you receive these emails?
[unsubscribe from this list.](#)

Dante Dabaghian

From: The CCEA Team <info@ccea-nv.org>
Sent: Wednesday, November 19, 2025 2:18 PM
To: Dante Dabaghian
Subject: November 2025 Newsletter

[View this email in your browser](#)



Welcome to the Clark County Education Association's monthly newsletter!
In each edition, we deliver the latest news, highlight our recent achievements,
and connect members with vital resources and support.

The CCEA Toy Drive is officially underway!

We're calling all holiday heroes to help us spread a little magic this season. CCEA has officially begun [Operation Holly Jolly](#) and we're collecting new toys for donation to the 98.5 KLUC toy drive! Think Barbies, remote-controlled cars, scooters, and all the fun surprises kids love tearing into! Join in on the joy, the spirit, and the sparkle of giving. Your participation means the world, and we appreciate you helping make this season brighter for our community's kids. Let's make some holiday magic happen together!

Salary Review and Adjustment Process (SRAP)

Applications for those educators who submitted timely responses to have their salary reviewed for possible adjustment in accordance with Article 26-26 of the Negotiated Agreement, are currently under review. As there are several thousand documents that must be reviewed individually by both CCEA and

CCSD, this will require additional time. We hope to have updates for individuals prior to Winter Break and will continue to provide updates as available. We are unable to advise any individual at this time of their specific decisions, or their place in the queue.

For those who were unable to apply for this process in the two previous submission windows, the survey will reopen again on January 1, 2025. Additional information will be sent out closer to that date.

Special Legislative Session

The Special Session began on Thursday, November 13 with all eyes on the Nevada Film Tax Credit. After narrowly passing out of the Assembly, the bill, AB5, now heads to the Senate for a possible vote. This bill includes a provision that mandates that local revenue generated by this bill would go directly to Pre-K in CCSD, as well as the College of Education at UNLV to develop a career path for early childhood educators.

Differential Pay for Hard to Fill High Vacancy Teaching Positions

The Nevada Interim Finance Committee will meet on December 11, 2025, to review CCSD's application for the funds to pay those who qualify for the Hard To Fill High Vacancy differential pay. Once CCSD has received the funds, they will process payments to qualifying educators, retroactive to the start of that educator's contract for 2025-2026.

To qualify for this compensation, educators must be classroom teachers or spend a majority of their assigned duties teaching students in a classroom. Special Education teachers who teach at Title I schools that do not meet the established vacancy thresholds as outlined in Article 26-19-6 will also qualify for this incentive for the 2025-2026 school year only.

Last Call for Honey Baked Ham Orders!

All orders must be submitted no later than **3:00 PM today** Wednesday, November 19th. Once you have your order in, [mark your calendar](#) so that you don't miss the drive-thru pick up event on Monday, November 24th, 2025, from 1:00 PM to 5:00 PM.

Add pick up date to your calendar



Looking for Something to Do Over Thanksgiving Break?

CCEA has partnered with Pogo Pass! For just \$44.99 per pass, you gain access to a variety of [different venues and attractions around the valley](#). From local sports tickets to museum passes, you get up to one year of family-friendly adventures all for one price! Visit the [CCEA store](#) to purchase your Pogo Pass today.



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Our mailing address is:

The Clark County Education Association

4230 McLeod Drive

Las Vegas NV 89121

Phone: 702-733-3063

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Dante Dabaghian

From: Brenda Pearson
Sent: Wednesday, December 17, 2025 5:12 PM
To: CCEA STAFF
Subject: Fwd: Licensed Employee Salary Review and Adjustment Process Update - CCSD and CCEA

Here is the email sent today.
Brenda

Please refer to the message provided below from the Clark County School District (CCSD) Human Resources Unit and the Clark County Education Association (CCEA).

As you are aware, the [2025-2027 Negotiated Agreement](#) between CCSD and CCEA provides for a Salary Review and Adjustment Process (SRAP) as set forth in Article 26-26. This process allows CCSD to make adjustments to the salaries of some of our educators. We know that all of you are dedicated to the students, families, and communities you serve, and your commitment is felt and appreciated.

This communication provides an update on the SRAP.

First, thank you to each and every licensed employee who took the time to complete the SRAP survey. Each submission was independently reviewed by both CCSD and CCEA. This collaborative process ensured consistency, required mutual agreement on the results, and was intentionally designed to ensure accuracy, fairness, and transparency.

As provided in the CCEA Negotiated Agreement, \$10 million was allocated to pay for salary adjustments in fiscal year 2026 (FY26). Once this amount is exhausted, no further adjustments can be made in FY26. As previously stated, the initial \$10 million will be distributed as outlined in the agreement.

The CCEA Negotiated Agreement provides that eligible employees shall be granted a salary adjustment in order of their district-wide seniority in the following groups (tiers):

- Tier I - eligible employees who were negatively affected by the compaction of the salary table in 2022
- Tier II - eligible employees in Title 1 schools
- Tier III - eligible employees in non-Title 1 schools

In other words, salary adjustments will be distributed to all eligible licensed employees in Tier I in order of their district-wide seniority. CCSD will then proceed to Tier II and implement salary adjustments for all eligible licensed employees in that group, in order of their district-wide seniority. It is expected that the \$10 million will be exhausted before the completion of the Tier II list.

Licensed employees who were deemed eligible but did not receive an adjustment in FY26 will be first in line to receive the adjustment in fiscal year 2027 (FY27). CCSD has allocated an additional \$10 million for SRAP salary adjustments in FY27. These employees do not have to resubmit a salary review request; they will be automatically deemed eligible in FY27.

Individuals will be notified of the eligibility decision via email after the winter break. Please remember that not all licensed employees are eligible for an SRAP salary adjustment. Per the CCEA Negotiated Agreement, all results are final and not subject to appeal or the grievance procedure.

Salary adjustments for FY26 will be reflected by the end of January 2026, on the second paycheck for the CEY pay group or by the end of February 2026, on the second paycheck for the CER pay group. Per the CCEA Negotiated Agreement, SRAP adjustments are not retroactive.

Finally, if you believe you are eligible for an SRAP salary adjustment but have not submitted an SRAP survey, you may do so [here](#). The application process will reopen on January 1, 2026. All documents submitted must have a conferral date aligned with the original October 1, 2025, deadline to ensure equitable review. Transcripts conferred after October 1, 2025, are not applicable for the SRAP but may be applicable through the Professional Growth System.

We appreciate your cooperation and patience during this process. We are grateful that, through the negotiation process, we have been able to address the salary needs of our educators and look forward to continuing this process in the upcoming fiscal year.

If you have any questions or concerns, please email extrapaylicensed@nv.ccsd.net.

Dante Dabaghian

From: Brenda Pearson
Sent: Friday, January 2, 2026 8:17 AM
To: CCEA STAFF
Subject: SENT>>>SRAP Phase II Survey Now Open for Eligible Educators

The SRAP Phase II survey was sent yesterday, and the email is shown below. If you have members contact you because they do not have access, it is likely because they have been issued two separate CCSD emails (i.e., name change due to marriage/divorce). Please ask them to try their other CCSD email. If they are still having problems logging in, please send their information to George/Monica directly.

Brenda

Brenda A. Pearson, Ph.D.
Director of Strategic Policy Initiatives
Mobile: 702.285.6011 | **Office:** 702.473.1023
Email: bpearson@ccea-nv.org



4230 McLeod Drive
Las Vegas, NV 89121
Office: 702.733.3063
Website: <http://ccea-nv.org/>

The Salary Review and Adjustment Process (SRAP) survey is now available.

Submission Deadline is February 27, 2026

The Salary Review and Adjustment Process (SRAP) enables educators to have their education and experience reviewed to determine if they are eligible for an adjustment to their current salary. As part of the 2025-27 Negotiated Agreement, CCEA is responsible for the collection of documentation.

The survey must be fully completed, and all documentation must be submitted by February 27, 2026. This is the final phase of the SRAP. If you miss this final window to apply for a review, there will be no other opportunities to have your salary reviewed for an adjustment.

Salary adjustments will be made according to CCSD seniority in the following order:

Note: All transcripts submitted must have a conferral date aligned with the original October 1, 2025, deadline to ensure equitable review. Transcripts conferred after October 1, 2025, are not applicable for the SRAP but may be applicable through the Professional Growth System. The degree awarded must be from an accredited university and must include the name of the university, your major or primary area of focus, the degree awarded, and the conferral date.

Deadline to Complete

This survey will be available until February 27, 2026. Once you have collected the required documentation, you may click below to begin the survey.

We ask for your patience as we go through this process.

The CCEA Team



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This email is being sent on behalf of The Clark County Education Association.

Our mailing address is:

CCEA
4230 McLeod Dr
Las Vegas, NV 89121-5216

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Dante Dabaghian

From: The CCEA Team <info@ccea-nv.org>
Sent: Wednesday, February 25, 2026 4:07 PM
To: Dante Dabaghian
Subject: FEBRUARY 2026 Newsletter

[View this email in your browser](#)



Welcome to the Clark County Education Association's monthly newsletter!
In each edition, we deliver the latest news, highlight our recent achievements,
and connect members with vital resources and support.

Salary Review and Adjustment Process (SRAP)

The Phase II Salary Review and Adjustment Process application is currently available for those educators who would like to have their salary reviewed. The deadline for Phase II applications is this Friday, February 27, 2026 by the end of the day.

AB398 Differential Pay for Hard to Fill High Vacancy Teaching Positions

At their meeting on Thursday, November 19, 2026, the Nevada Interim Finance Committee approved the funding request for CCSD to pay the \$5,000 additional compensation on base pay that is also PERs sensitive to those who qualify for the Hard to Fill High Vacancy differential pay for the 2025-2026 school year. We are still awaiting the timeline for distribution of payments but will notify our membership when the information has been confirmed.

To qualify for this compensation, educators must be classroom teachers of record who spend a majority of their assigned duties teaching students in a classroom. Special Education teachers who teach at Title I schools that do not meet the established vacancy thresholds as outlined in Article 26-19-6 will also qualify for this additional compensation for the 2025-2026 school year only. The additional \$5000 compensation is retroactive to the start of this school year.

CCEA On The Ground

The 2026 Election cycle is beginning and CCEA is once again preparing to elect people who will work with us to advance our interests in the 2027 Legislative Session. We have been very successful in the past putting people in office where we then win in Carson City in the 2019, 2021, 2023, and 2025 Legislative Sessions. Once again, our work in electing the right people into State office in the 2026 election cycle will determine the outcome of the 2027 Nevada Legislative session. This year we are rolling out a new program for member engagement.

On Saturday morning February 21st, over 50 CCEA member leaders launched the first ever political mobilization effort in CCEA's history in order to get the right candidates elected. As our schools face declining enrollment, driven by parents seeking alternatives due to the continued lack of improvement in student outcomes within the public school system, we must organize now to confront this existential threat to CCSD and our educators. CCEA will be embarking on a campaign called **CCEA on the Ground**, a strategic door-knocking operation led by member leaders. There will also be other opportunities to engage politically in this program. This is the critical first-step in delivering on a Pro-CCEA agenda in the 2027 legislative session. Fill out this interest form to get involved: <https://forms.gle/EAqtF2TMACNXcH7d6>

 Do not print this form. Please use the online version of the form to get involved.

CCEA Scholarship Nominations are Now Open!

The Clark County Education Association (CCEA) is once again sponsoring its annual scholarship program for the CCSD Graduating Class of 2026. Our primary goal is to encourage well-rounded students to strive for educational excellence. We are offering ten (10) \$1,000.00 scholarships. For more information on qualifications, or to nominate a Senior, please visit and submit the [Scholarship form](#) no later than March 17, 2026.

Spring Break is Almost Here

Browse all [discounts available to CCEA members](#) and start planning your Spring Break fun now!



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EXHIBIT E

Unofficial Transcript

Student ID: 5004617314

Name: Smith, Clyde L

10/17/2024

Page 1 of 2

Order Nbr

001942417

Degrees Awarded
Master of Education
10/16/2024
Curriculum and Instruction
Secondary Science Education

Beginning of Graduate Record

2020 Spring

CIS	602	Sec. Science Practicum	6.00	1.00	3.00
Course		Service Learning Course			
Ant. Desc.					
CIS	603	Sec. Physics and Instr.	3.00	1.00	A
CIS	604	Sec. Classroom Management	3.00	1.00	A

		<u>Ant</u>	<u>Enroll</u>	<u>Points</u>	<u>GPA</u>	<u>GPB</u>
Term Totals		9.00	3.00	36.00	4.00	4.00

		<u>Ant</u>	<u>Enroll</u>	<u>Points</u>	<u>GPA</u>	<u>GPB</u>
Cumulative Totals		9.00	3.00	36.00	4.00	4.00

2020 Summer

CIS	604	Sec. Science - Curriculum	3.00	1.00	C-	
		<u>Ant</u>	<u>Enroll</u>	<u>Points</u>	<u>GPA</u>	<u>GPB</u>
Term Totals		3.00	1.00	6.00	3.00	3.00
		<u>Ant</u>	<u>Enroll</u>	<u>Points</u>	<u>GPA</u>	<u>GPB</u>
Cumulative Totals		12.00	4.00	42.00	3.75	3.75

2020 Fall

CIS	563	Tech Secondary Science	0.00	1.00	W
		<u>Ant</u>	<u>Enroll</u>	<u>Points</u>	<u>GPA</u>
Term Totals		0.00	1.00	0.00	0.00
		<u>Ant</u>	<u>Enroll</u>	<u>Points</u>	<u>GPA</u>
Cumulative Totals		12.00	5.00	42.00	3.75

2021 Spring

CIS	666	Tech Secondary Science	3.00	1.00	C-
		Repeated - Exclude Hours and GPA			
CIT	602	Technology Secondary Course	3.00	0.00	F
		Repeated - Exclude hours and GPA			

		<u>Ant</u>	<u>Enroll</u>	<u>Points</u>	<u>GPA</u>	<u>GPB</u>
Term Totals		6.00	2.00	6.00	3.00	3.00

		<u>Ant</u>	<u>Enroll</u>	<u>Points</u>	<u>GPA</u>	<u>GPB</u>
Cumulative Totals		18.00	7.00	48.00	3.75	3.75

2021 Summer

CIT	602	Technology Secondary Course	3.00	0.00	F
		Repeated - Exclude Hours and Include GPA			
CSP	601	Parent Training & Certification	3.00	0.00	F
		Repeated - Exclude Hours and GPA			

		<u>Ant</u>	<u>Enroll</u>	<u>Points</u>	<u>GPA</u>	<u>GPB</u>
Term Totals		6.00	2.00	6.00	3.00	3.00

		<u>Ant</u>	<u>Enroll</u>	<u>Points</u>	<u>GPA</u>	<u>GPB</u>
Cumulative Totals		24.00	9.00	54.00	3.00	3.00

2022 Fall

CIS	563	Tech Secondary Science	3.00	0.00	F
		Repeated - Exclude Hours and Include GPA			
CIT	602	Technology Secondary Course	3.00	0.00	F
		Repeated - Exclude Hours and Include GPA			
CSP	601	Parent Training & Certification	3.00	0.00	F
		Repeated - Exclude Hours and GPA			

		<u>Ant</u>	<u>Enroll</u>	<u>Points</u>	<u>GPA</u>	<u>GPB</u>
Term Totals		9.00	3.00	6.00	2.00	2.00

		<u>Ant</u>	<u>Enroll</u>	<u>Points</u>	<u>GPA</u>	<u>GPB</u>
Cumulative Totals		33.00	12.00	60.00	2.74	2.74

2023 Summer

CIS	666	Tech Science Research	3.00	3.00	A
CMP	T-3	Master's Education	3.00	3.00	B
EPY	T-3	Classroom Assessment	3.00	3.00	A
ESP	T-3	Parent Sp Ed & Learning	3.00	3.00	A-
		Repeated - Include Hours and GPA			
ESP	T-3	Parent Training & Certification	3.00	3.00	A
		Repeated - Exclude Hours and GPA			

		<u>Ant</u>	<u>Enroll</u>	<u>Points</u>	<u>GPA</u>	<u>GPB</u>
Term Totals		15.00	15.00	36.00	3.74	3.74

		<u>Ant</u>	<u>Enroll</u>	<u>Points</u>	<u>GPA</u>	<u>GPB</u>
Cumulative Totals		48.00	27.00	96.00	2.67	2.67

Unofficial Transcript

Student ID: 5004617314

Name: Smith,Clyde L

10/17/2024

Page 2 of 2

Order Nbr

001942417

2023 Fall

			<u>Gr</u>	<u>Ltr</u>	<u>Gr</u>
CIS	697	CS: C++ Exp	1.00	1.00	S
CS	557	Using Secondary Semicon	3.00	3.00	A
		Repeated - Include Hours and GPA			
CIT	602	Technology Secondary Con	3.00	3.00	A
		Repeated - Include Hours and GPA			
		<u>Gr</u>	<u>Entered</u>	<u>Points</u>	<u>GPA</u>
Term Totals		1.00	3.00	24.00	4.00
		<u>Gr</u>	<u>Entered</u>	<u>Points</u>	<u>GPA</u>
Cumulative Totals		54.00	54.00	126.00	3.67

2024 Spring

			<u>Gr</u>	<u>Ltr</u>	<u>Gr</u>
TESL	702	Methods and Curriculum An	3.00	3.00	A-
		<u>Gr</u>	<u>Entered</u>	<u>Points</u>	<u>GPA</u>
Term Totals		3.00	3.00	11.00	3.70
		<u>Gr</u>	<u>Entered</u>	<u>Points</u>	<u>GPA</u>
Cumulative Totals		57.00	57.00	136.20	3.62
		<u>Gr</u>	<u>Entered</u>	<u>Points</u>	<u>GPA</u>
Graduate Career Totals		58.00	57.00	136.20	3.62
Cumulative Totals		58.00	57.00	136.20	3.62

End of Unofficial Transcript

EXHIBIT F

7:11

5G

< 181



Maybe: Clyde Smith

Message
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 3:05 PM

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

Yes, tomorrow during my planning would be good.



Message



9:15

7:11

Somebody told me that you're a
speech coach or something? 50%



1.8.1



Tomorrow I'm
planning on taking
a break

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 3:38 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.



iMessage

End of message. Just one more
application for it.

7:11



Maybe: Clyde Smith

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 arl program.



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

direction for help? I'd really
7:12 appreciate your assistance.

5G

< 181

KL



Maybe: Clyde Smith

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



Message

shouldn't have

7:12

5G

< 2:81



Maybe: Clyde Smith

I know. But I submitted all of my
to. All of
who grad
with
me got the
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.

Edited

You also submitted your degree
into ELMS, correct?

And you had 225 CUs
submitted?

Yes and 290 CUs.



And you've been
department? Sometimes they

7:12

And she just
5G



Yes 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 25 at 1:25 PM

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



Message

You may want to check your file
for any write ups that are over three years old.

7:12

5G



181



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



Attach photo





Okay



7:12

5G



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, Mar 10 at 2:04 PM

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



Message: Click here to view the same document that was granted 296 CUs, and I wanted

7:12

Here is a copy of her transcript.

56%



181

go see, visit the
the class



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 I understand



decision is final. However, I'm

7:12

< 181



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 online does not state

+ h Message required

Could someone be responsible for receiving CU credit. The

7:13

100% 100%



181



Maybe Clyde Smith

Maybe Clyde Smith is a member of the
club since 2019.

Since the club has a
contract, it must have
a group of people who
are in the club.

Since the club has
a contract, it must have
a group of people who
are in the club, and
it must have a group
of people who are in the
club.

Since the club has a contract,
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people who are in the club.
Since the club has a contract,
it must have a group of
people who are in the club.

1

7:13

50%



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 4:24 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



Message



emails outlining the contract

7:13

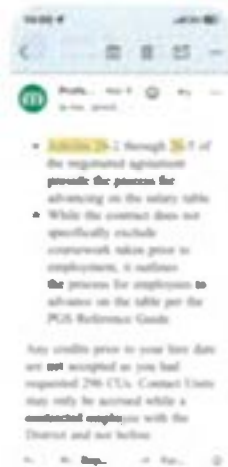
< 181



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?



Je Message

response. They stated that the

7:13

5G



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 1:59 PM

Jennifer From documentation for the

+ Message

Quill 5-05: I am not meaning at the district in 2015. I took these

state that credits must be

7:13 and only after hire or

50%

language. Denying the credits

1:51 this process is all
requirements found in
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

+ by
dl

eligibility based on whether
coursework is related to the

7:43

Signal strength and battery icons



91



Maybe: Clyde Smith

At 12:20, I left my apartment
used to change location
emp. level on the Sunday
morning, at 12:00. I had my
glance at the time. At 12:00
the location was about 1/2 of the
distance from the location
desired (the way I had been
moving).

For the 4th time, I
found the same location for
the same location. I found
the same location. I found
the same location. I found
the same location. I found

Get your location. I found
the same location. I found
the same location. I found
the same location. I found
the same location. I found
the same location. I found
the same location. I found

The distance between the
location and the location
employment is the same. I found
the same location. I found
the same location. I found
the same location. I found
the same location. I found

7:13

help? I want to make sure
I'm interpreting this correctly

50%

< 181



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 4:40 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 20

evaluates... relevance to assignment,

7:14

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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



Message

Robot

• Contract = binding

7:14

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151



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 1:40 PM



(Message) A reference guide is not extending of the contract.

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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 at 4:11 PM

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.



Message

contain any language

7.1.4

4. 11:



•

Maybe: Clyde Smith

Journal of Management Education 32(10):1039-1052
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http://jme.sagepub.com

2. $\lim_{n \rightarrow \infty} \frac{1}{n} \sum_{k=1}^n f\left(\frac{k}{n}\right) = \int_0^1 f(x) dx$
 3. $\lim_{n \rightarrow \infty} \frac{1}{n} \sum_{k=1}^n f\left(\frac{k}{n}\right) = \int_0^1 f(x) dx$
 4. $\lim_{n \rightarrow \infty} \frac{1}{n} \sum_{k=1}^n f\left(\frac{k}{n}\right) = \int_0^1 f(x) dx$
 5. $\lim_{n \rightarrow \infty} \frac{1}{n} \sum_{k=1}^n f\left(\frac{k}{n}\right) = \int_0^1 f(x) dx$

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Experiments were conducted on a number of different types of test equipment, and the results were compared with those obtained from the standard test equipment.

Therapeutic success is dependent on the

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[illegible]

7:11

100%



Maybe Clyde Smith

Hi, I'm a lawyer at the University of
Tennessee. I'm looking for a
agreement that restricts
non-compete and non-solicit
post-employment.

I need a contract that
restriction involving POS
during employment and
after employment, and a
agreement.

The contract should
include a non-compete and
non-solicit clause, but
not a non-solicit clause.
It should not contain
any language that is
unlawful or unenforceable.

When you are looking for
a contract, you should
look for a contract
that is enforceable. It
should not contain
any language that is
unlawful or unenforceable.

I am looking for a contract
that is enforceable. It
should not contain
any language that is
unlawful or unenforceable.
It should not contain
any language that is
unlawful or unenforceable.

7:14

5G



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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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Maybe: Clyde Smith



need to be
the negoti

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
extenuation of the contract, or
an additional agreement with
the district.

The contract calls the
reference guide an Addendum.



0:00

Remember the PGS is an addendum

It's a separate document that is added to the contract



Message



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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 9:33 PM

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



Message

themselves are treated

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MI



Maybe Clyde Smith

Hi, I'm Clyde Smith, I'm a
passion on research in the
Interior Ministry, I hope to
share my research with you
on climate change.

As a research on climate change,
which is a very important issue,
I believe that we need to
improve our understanding of
climate change.

My research is on the impact of
climate change on the environment,
which is a very important issue,
I believe that we need to
improve our understanding of
climate change.

My research is on the impact of
climate change on the environment,
which is a very important issue,
I believe that we need to
improve our understanding of
climate change.

My research is on the impact of
climate change on the environment,
which is a very important issue,
I believe that we need to
improve our understanding of
climate change.

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7:15

Professional license was issued on 06/25/2020 and I

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and completed my coursework
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?



Mar 27

initial salary placement when entering the district, that is a

7:15

< 81

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
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

+

with graduate-level degree

licensed employee of CCSD.

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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



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

+ Message
Send the message to Jennifer Smith
been applied consistently

26 governa countri

7:15

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181



the bargain

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.



Messages



and because you do not have the same degree as the other ARL

7:15



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

+ Message
My attorney will handle it from here.

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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.



Unlabeled

7:15

< 181

Maybe: Clyde Smith

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.

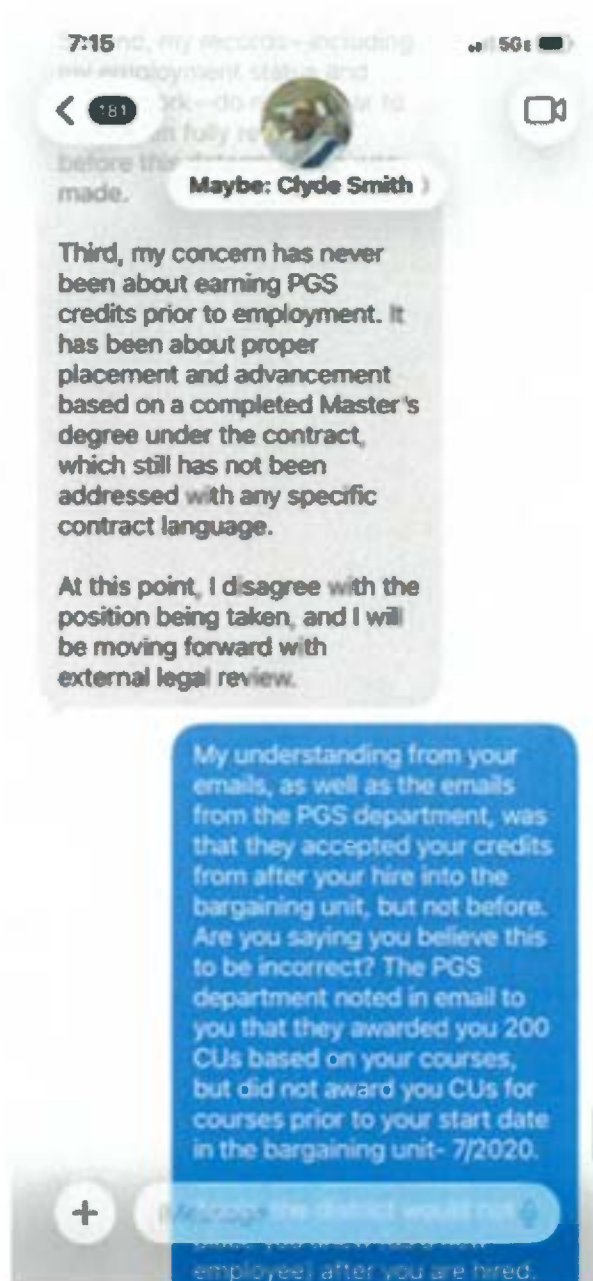
First, I was already a licensed and contracted employee, not someone outside the bargaining unit in the way you're describing.

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.

+ d Message

Original message: the summary, which still has not been



7:15 nd, my records—including
my employment status and
my work—do not allow to
fully re
before this
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.



the district would not
since you were not a new
employee) after you are hired.

7:15



181



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.



iMessage



EXHIBIT G

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 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.

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
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: 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 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: 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 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 7:20 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
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: 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
of teaching
professionals
Clark County Education Association
4230 McLeod Drive
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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: 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 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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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



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 7:08 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 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: 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 ext 3907
smithc10@nv.ccsd.net



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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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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

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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

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: 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 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 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](#)

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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 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

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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 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: 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

CCEA Clark County Education Association **the union of teaching professionals**
4230 McLeod Drive
Las Vegas, NV 89121
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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: 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](#)

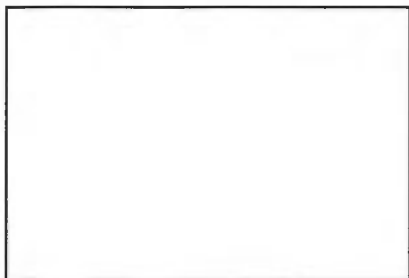
[Documentation Required for CU Submissions in ELMS](#)

[ELMS Submission Examples](#)

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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.

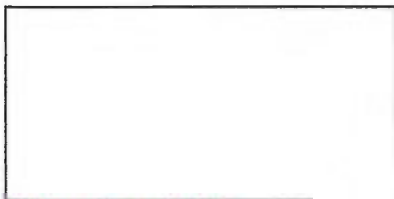
Because salary schedule placement is governed by the negotiated agreement incorporated into my contract, **I have included my union representative on this email for transparency and awareness.**

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

☐ and Exercises with Matlab (10 : 12)



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 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 7:07 PM
To: Dante Dabaghian
Subject: Fw: Human Resources

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: 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 Clark County Education Association **the union**
of teaching
professionals
4230 McLeod Drive
Las Vegas, NV 89121
Office: 702 733 3063
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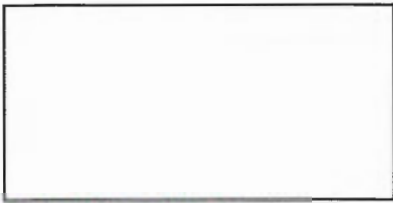
If you have received an investigatory notice and need to schedule representation, or if you have received a disciplinary document, please forward the documents as soon as possible to ar@ccea-nv.org and a representative will contact you.

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

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
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Dante Dabaghian

From: John Vellardita
Sent: Friday, March 27, 2025 5:27 AM
To: Dante Dabaghian
Subject: Fwd: Emergency Demand for Enforcement of Article 26, Contract Supremacy, Disparate Treatment, and Notice of Intent to File DFR Complaint

Sent from my iPhone

Begin forwarded message:

From: "Ciyde Smith [Centennial HS]" <smithc10@nv.ccsd.net>
Date: March 26, 2026 at 6:25:15 PM PDT
To: John Vellardita <jvellardita@ccea-nv.org>
Subject: Re: Emergency Demand for Enforcement of Article 26, Contract Supremacy, Disparate Treatment, and Notice of Intent to File DFR Complaint

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



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On Thu, Mar 26, 2026 at 1:50 PM John Vellardita <jvellardita@ccea-nv.org> wrote:

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.

From: Clyde Smith [Centennial HS]

Sent: Thursday, March 26, 2026 12:57 PM

To: John Vellardita <jvellardita@ccea-nv.org>

Subject: Emergency Demand for Enforcement of Article 26, Contract Supremacy, Disparate Treatment, and Notice of Intent to File DFR Complaint

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

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:

→ \$62,35 / 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 PCS 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](tel:7027993440) ext 3907

smithc10@nv.ccsd.net



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Dante Dabaghian

From: John Vellardita
Sent: Monday, March 30, 2026 1:21 PM
To: Dante Dabaghian
Subject: FW: Final Notice: Contractual Entitlement to Placement on MA Salary Schedule

From: Clyde Smith [Centennial HS]
Sent: Monday, March 30, 2026 1:05 PM
To: John Vellardita <jvellardita@ccea-nv.org>
Subject: Final Notice: Contractual Entitlement to Placement on MA Salary Schedule

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

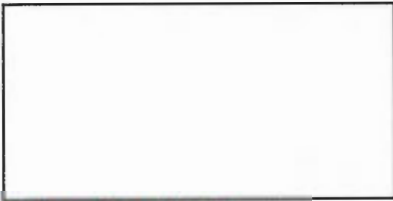
[UNCHANGED — your full section remains exactly as written]

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 H

Official Transcript

Student ID: [REDACTED] Name: [REDACTED]

04/02/2024 Page 1 of 3
Order Nbr: 001873500

Degrees Awarded

Degree: Bachelor of Science
Confer Date: 06/12/2018
Plan: Kinesiological Sciences
Sub-Plan: Concentration in Comprehensive Kinesiological Sciences

Degree: Master of Education
Confer Date: 12/17/2022
Plan: Curriculum and Instruction
Sub-Plan: Secondary Science Education

Beginning of Graduate Record

2020 Fall

Course	Attributes	Sec School Practicum	Service Learning Course	Not approved	3.00	3.00	A
CIS 802							
CIS 803		Sec Process and Instr		Not approved	3.00	3.00	A
CIS 804		Sec Classroom Management		Not approved	3.00	3.00	A
Term Totals:		9.00	9.00	36.00	4.00	9.00	
Cumulative Totals:		9.00	9.00	36.00	4.00	9.00	

2021 Spring

Course	Attributes	Tchg Secondary Science	Sec Spvld Stud Tchg	Service Learning Course	Grading Basis: Cross-Career	Approved	3.00	3.00	A
CIS 563									
EDSC 481									
EDSC 482									
Term Totals:		15.00	3.00	12.00	4.00	3.00			
Cumulative Totals:		24.00	12.00	48.00	4.00	12.00			

2021 Summer

Course	Attributes	Technology Secondary Curr	Classroom Assessment	Intro to Sp Ed & Leg Iss	Methods and Curriculum for ELs	Approved	3.00	3.00	A
CIT 602									
EPY 708									
ESP 701									
TESL 752									
Term Totals:		3.00	3.00	3.00	3.00	C			
Cumulative Totals:		27.00	15.00	51.00	4.00	15.00			

Term Totals:	All	Earned	Points	GPA	GP Bal
	12.00	12.00	33.00	2.75	-3.80
Cumulative Totals:	All	Earned	Points	GPA	GP Bal
	36.00	24.00	81.00	3.37	9.00

2021 Fall

Course	Attributes	Sec Education Curriculum	Paradigm Instr Sp & Gen Ed	Approved	3.00	3.00	B+
CIS 684							
ESP 730							
Term Totals:		6.00	6.00	21.90	3.65	3.60	
Cumulative Totals:		42.00	30.00	102.90	3.43	12.60	

2022 Spring

TESL 752	Methods and Curriculum for ELs	Att	Ehr	Grd		
		3.00	3.00	A-		
		Att	Ehr	Grd		
		3.00	3.00	A-		
Term Totals:		3.00	3.00	11.90	3.70	2.10
		Att	Ehr	Grd		
		3.00	3.00	A-		
Cumulative Totals:		45.00	33.00	114.00	3.45	15.00

2022 Summer

CME 705	Multicultural Education			Alt	Earned	Points	GPA	GP Bal
				0.00	0.00	0.00	0.00	0.00
Term Totals:		0.00	0.00	0.00	0.00	0.00	0.00	0.00
		Alt	Earned	Points	GPA	GP Bal		
Cumulative Totals:		45.00	33.00	114.00	3.45	15.00		

2022 Fall

Course	Attributes	Tchng Action Research	CAJ Cul Exp	Multicultural Education	Approved	3.00	3.00	A
CIG 680								
CIG 687								
CME 705								
Term Totals:		7.00	7.00	24.00	4.00	6.00		
Cumulative Totals:		52.00	40.00	138.00	3.53	21.00		

Graduate Career Totals	All	Earned	Points	GPA	GP Bal
Cumulative Totals:	52.00	40.00	138.00	3.53	21.00

THIS OFFICIAL UNIVERSITY TRANSCRIPT DOES NOT REQUIRE A RAISED SEAL



Clark County School District
2832 E Flamingo Rd, Las Vegas, NV 89121
Las Vegas, NV 89121
United States

SAM J. FUGAZZOTTO, ED.D.
OFFICE OF THE REGISTRAR

You are emulating **[REDACTED]** account. To end emulation mode, click Exit Emulation.

TRAINING

training. You may enter training you have taken that is not represented in the system library.



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COMMENTS

APPROVER COMMENTS

University of Nevada, Las Vegas, Spring 2021 to Fall 2022. 37
semester hours = 296 CUs. CIS 563, EDSC 481, EDSC 482,
CIT 602, EPY 709, CIS 684, ESP 730, TESL 752, CIG 690,
CIG 697, CME 705.

Career Details

Ccsd Hire Date

02/22/2021

Start Date

Membership Effective Date

Last Drop

Record Status

CURRENT

Ccsd Rehire Date

2021-02-22

Term Date

Term Code



EXHIBIT I



Dear <<First Name>> <<Last Name>>,

Thank you for submitting your Salary Review and Adjustment Process (SRAP). During our review, we found that your submission was incomplete for the initial survey, and you will need to resubmit your SRAP during Phase II.

You may access the current survey by clicking [here](#).

You must fully complete the survey and submit all the required documentation by February 27, 2026. Once the survey and all documents are submitted, CCSD and CCEA will review your submission and determine if you meet the criteria to be eligible for salary adjustment for the 2026-27 school year.

Once a determination is made, CCSD and CCEA will contact you directly. We ask for your patience as we go through this process.

NOTE: If any of the following pertain to you, you are NOT ELIGIBLE to submit for the Salary Review and Adjustment Process (SRAP) survey and should not complete the survey.

1. I am a licensed employee whose original hire date in CCSD was on or after February 1, 2024. (Article 26-26-4)
2. I was a CCSD teacher who transferred into a position as an audiologist, counselor, school mental health professional, school psychologist, social worker, or speech and language pathologist. (Article 26-2-3)
3. I am a former CCSD administrator and have returned to CCSD as a licensed employee. (Article 26-21)

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Note Details: SMITH, CLYDE

Email	Work Email	Phone	Phone
claydesmith1974@gmail.com		702-344-6575	702-493 1070
Assign to	Updated By	Updated At	
	mmedina	3/13/2025 4:10pm	
Full Name	Full Name	Year	
		2025-2026	

Subject

SALARY REVIEW

Message

Dear (Employee Name),

Thank you for submitting your documentation. During our review, we found that your submission was incomplete for the current salary. You may access the current salary by clicking here.

For next fiscal year, complete the survey and submit all the required documentation by February 27, 2026. Once the survey and all documents are submitted, HR and CEN will review your submission and determine if you meet the criteria to be eligible for a salary adjustment for the 2026 fiscal year.

Please be advised that if you, your spouse, or child will contact you regarding an issue for your personnel as we go through this process.

NOTE: If any of the following pertain to you, you are NOT eligible to enroll for the Salary Review and Adjustment Process. Notify your supervisor and should not complete the survey.

1. You are not an employee who worked full-time with us on or after January 1, 2024. (Article 26.2(b)(i))

2. You are not an employee who worked full-time with us on or after January 1, 2024, and you are not an employee who worked full-time with us on or after January 1, 2024.



[REDACTED]	0	1
[REDACTED]	0	1
[REDACTED]	0	1
[REDACTED]	0	0
[REDACTED]	0	1
[REDACTED]	0	1
[REDACTED]	2	1
[REDACTED]	0	1

SMITHC10@NVCCSD.NET	CLYDE	SMITH	0	0
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https:// 545521 STARTED
www.dropbo...

https:// 10029146 STARTED
www.dropbo...

https:// 10022097 STARTED
www.dropbo...

https:// 10206513 STARTED
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https:// 10204655 STARTED
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https:// 536294 STARTED
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https:// 10081049 STARTED
www.dropbo...

Dante Dabaghian

From: Monica Medina
Sent: Thursday, May 21, 2026 9:54 AM
To: Dante Dabaghian
Subject: SRAP - Clyde Smith
Attachments: QuestionPro-SR-RawData-Part-1-13107430-10-20-2025-T100033.517.xlsx; SRAP Clyde Smith.docx

CCSD and CCEA did not receive any documentation from Clyde.

Monica Cordova-Medina
Data Scientist
Direct: 702-473-1011
Email: mmedina@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/>

From QuestionPro Interface: Shows that for Phase 2 of SRAP, Clyde did not Complete the survey, nor did he respond to any of the questions after the first page of the survey.

Question ID	Question Text	Response
Q1	What is your name?	Clyde
Q2	What is your email address?	
Q3	What is your phone number?	
Q4	What is your job title?	
Q5	What is your company name?	
Q6	What is your address?	
Q7	What is your city?	
Q8	What is your state?	
Q9	What is your zip code?	
Q10	What is your country?	
Q11	What is your gender?	
Q12	What is your age?	
Q13	What is your education level?	
Q14	What is your experience level?	
Q15	What is your salary?	
Q16	What is your industry?	
Q17	What is your company size?	
Q18	What is your company type?	
Q19	What is your company location?	
Q20	What is your company website?	

Response Details

ID: 202618535

Timestamp: 26 Jan, 2026 01:09:42 PM PST

IP Address: 169.241.60.42

Time Taken: 203 seconds

Back Button Usage: Not used

Score: 0.0

Survey Language: English

Source Identifier:

Email Address: smithc10@nv.ccsd.net

Email List: Educators_2025_12_31

Integration Tags

External Reference: SMITHC10@NV.CCSD.NET

Custom Variable 1: 563

Custom Variable 2: CENTENNIAL HS

Custom Variable 3: 1

Custom Variable 4: CENTENNIAL HS

Custom Variable 5: 94330

Custom Variable 6: <https://www.dropbox.com/request/ELMMg5MKjQzAaHVupK7>

Geo Coding

Country: US

Region: NV

Latitude: 36.2473

Longitude: -115.2821

Radius: 0.0

Location Map

Completion URL    

<https://www.questionpro.com/a/Tai>

Questions marked with a * are required

For Phase 1: Same situation. He did not complete the survey nor respond to any of the questions.

	A	B	C	D	E	F	G	H
1	Data Export Generated on Mon Oct 20 10:01:00 PDT 2025							
2	Survey ID 13107430							
3	Dashboard Name My Dashboard							
4	Response ID	☐ Response	☐ IP Address	☐ Timestamp (mm/dd/yyyy)	☐ Duplicate	☐ Time To	☐ Sequence Number	☐ External ID
1501	184936930	Started	70.170.21	8/23/2025 14:41	0	126	1	MIT-IC10
6473								
6474								
6475								
6476								
6477								
6478								
6479								

EXHIBIT J



Brenda 8:44 AM



Clyde Smith-

Attended a Science Conference in 2020. Yes it was approved.

Reasons:

1. This conference was entered by ELMS as district PD.
2. Normally district PD is not reviewed by district upon submission.
3. This would likely be caught in an audit upon completion of the 225. He has not had any advancement yet in CCSD.

Clyde Smith (Complainant)

Opposition to Respondents' Motions to Dismiss

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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
10	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:

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~~

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.
- Educator/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 educator/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 Educator/Licensed Professionals

- Educator/licensed professionals who serve at a Non-Title I School are eligible for the three-year track.
- Educator/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

- Educator/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 educator/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/nvmedoelsb) 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/PGSELMScocumentation .		

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/PGSELMScocumentation 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 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

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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

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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

at 11:11 AM 7/11/18

7:11

< 181



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.

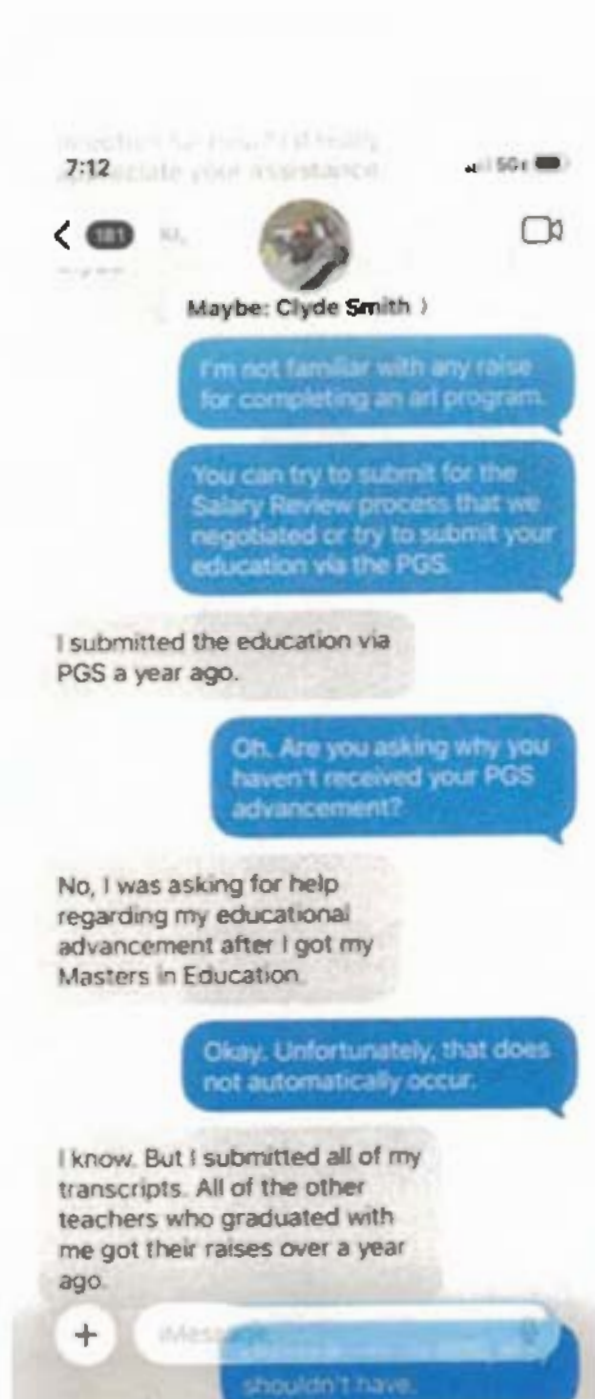
Could you please look into this or point me in the right direction for help? I'd really appreciate your assistance.

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



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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 are you in? Sometimes they

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

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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

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

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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



7:12

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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 documentation that was granted 296 CUs, and I wanted

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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

My phone, I understand



Google Assistant just

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 9:38 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



Message



Download the app to get the latest updates

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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

SGE



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$\frac{1}{2} + \frac{1}{2} = 1$

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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 while a contracted employee with the District and not before

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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

[Jennifer](#) Contractor for the...

[Jennifer](#) Contractor for the...

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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

+ love (10:18 AM)
du 10:18 AM - 3 replies
eligibility based on whether
employment is "related to" the

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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-ny.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 your conversation

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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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cc

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the contract (reference guide) is 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 professional.

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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.



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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

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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?



Mar 27 at 7:47 AM

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

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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 like to talk about your salary placement? please just call me

7:15

5G



181



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

7:15

5G



100



the burger

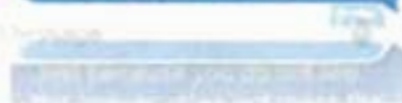
Maybe: Clyde Smith

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.



7:15



100%



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

5G



101



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

< 181



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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7:15

5G

< 181



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.

7:15

5G



181



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
		<u>Att</u>	<u>Earned</u>	<u>Points</u>	<u>GPA</u>
Cumulative Totals:		55.00	34.00	125.10	2.97

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
		<u>Att</u>	<u>Earned</u>	<u>Points</u>	<u>GPA</u>
Cumulative Totals:		58.00	37.00	136.20	3.02

Graduate Career Totals

Cumulative Totals:		58.00	37.00	136.20	3.02
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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



Email tracked with MailSuite · [Opt out](#)

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 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.

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](#)

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 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.

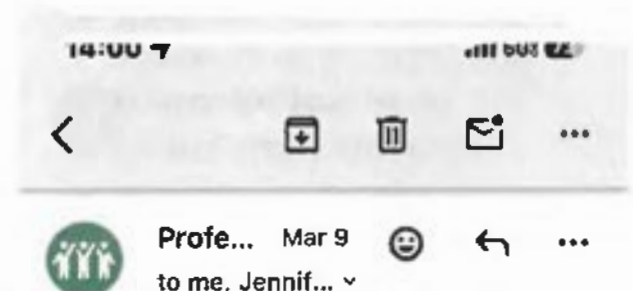
Please confirm whether there are any formal grievance steps the union will initiate or support at this point.

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 extenuation 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 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 GP Bal
Term Totals:			9.00	9.00	36.00	4.00 9.00
			Att	Earned	Points	GPA GP Bal
Cumulative Totals:			9.00	9.00	36.00	4.00 9.00

2020 Summer

			Att	Ehr	Grd	
CIS	684	Sec Education Curriculum	3.00	3.00	B	
			Att	Earned	Points	GPA GP Bal
Term Totals:			3.00	3.00	9.00	3.00 0.00
			Att	Earned	Points	GPA GP Bal
Cumulative Totals:			12.00	12.00	45.00	3.75 9.00

2020 Fall

			Att	Ehr	Grd	
CIS	563	Tchg Secondary Science	0.00	0.00	W	
			Att	Earned	Points	GPA GP Bal
Term Totals:			0.00	0.00	0.00	0.00 0.00
			Att	Earned	Points	GPA GP Bal
Cumulative Totals:			12.00	12.00	45.00	3.75 9.00

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 GP Bal
Term Totals:			6.00	0.00	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 GP Bal
Term Totals:			6.00	0.00	0.00	0.00 -9.00
			Att	Earned	Points	GPA GP Bal
Cumulative Totals:			24.00	12.00	45.00	3.00 0.00

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 GP Bal
Term Totals:			9.00	0.00	0.00	0.00 -18.00
			Att	Earned	Points	GPA GP Bal
Cumulative Totals:			33.00	12.00	45.00	2.14 -18.00

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 GP Bal
Term Totals:			15.00	15.00	56.10	3.74 11.10
			Att	Earned	Points	GPA GP Bal
Cumulative Totals:			48.00	27.00	101.10	2.80 -6.90

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 GP Bal
Term Totals:			7.00	7.00	24.00	4.00 6.00

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	Associations	Form	Comments
☐	/ College Coursework	ZZ- Self Report Tra...		CU Submission Form for Self-Rep...	☐
☐	/ University of Nevada Las Vegas S...	ZZ- Self Report Tra...	Associations	CU Submission Form for Self-Rep...	☐
☐	/ College Classes	ZZ- Self Report Tra...	Associations	CU Submission Form for Self-Rep...	☐

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, CIS 563, CIT 602, CIT 51, SI 752

OK

UNLV
College of Education

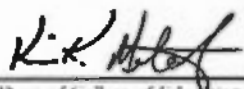
THIS CERTIFIES THAT

CLYDE SMITH

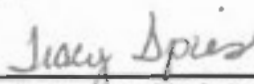
has successfully completed the required course of study for Alternative Route to Licensure
Professional Development Requirements, for The Department of Teaching and Learning
with an emphasis in
Secondary Education – Biological Science
and is therefore awarded this

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>

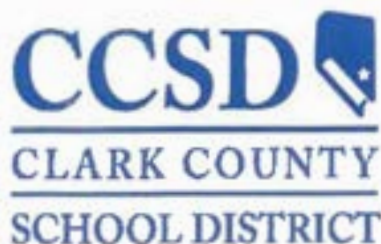
Mon, Mar 30, 2026 at 1:15 PM

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

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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>

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I. Contractual Silence Prohibits Imposed Restrictions

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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)**
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- No contractual timing restriction exists

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XI. Refined Rebuttal: Master's Degree Recognition & Salary Alignment

[UNCHANGED — your full section remains exactly as written]

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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
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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



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



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



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

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=thradd-arr42632456202806185&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...

Search

COLLEGE
COURSEWORK

II- 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: 3.0

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

https://portal.utsystem.edu/EMPLOYEE/SAVVIS/CC_MENU/TV_M0_REC_STRT/NUISBLTGMIW0/TV/CC_MENU/FLAGComp/TV/CC_REC/1/1/6/FlagPage/TV...

Search for Email

Class #	Description #	Term #	Grade	Units #	Status #
CIG 688	Intro Action Researchers	2022 Fall	A	3.00	Taken
CIG 687	C&I Cul Exp	2022 Fall	B	1.00	Taken
CME 785	Multicultural Education	2022 Fall	A	3.00	Taken
CME 786	Multicultural Education	2022 Summer	W	3.00	Taken
TESL 732	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 Involv Sp & Gen Ed	2021 Fall	A	3.00	Taken
CIT 682	Technology Secondary Curr	2021 Summer	A	3.00	Taken
EPY 788	Classroom Assessment	2021 Summer	B	3.00	Taken
ESP 784	Intro to Sp Ed & Leg Ed	2021 Summer	C	3.00	Taken
TESL 732	Methods and Curriculum for ELA	2021 Summer	D	3.00	Taken
CIS 563	Using Secondary Science	2021 Spring	B	3.00	Taken
	Sec Sprvnt Stud Teach	2021 Spring	A	10.00	Taken

15.000000 ACQUISITION PERIOD

Search

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

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 :

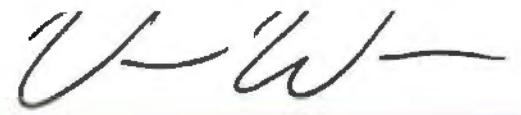
License	Grade Level	Original Endorsement Issue Date	Endorsements	License Issue Date	Expiration Date
Standard - Secondary	7-12	12/31/2020	Biological Science	11/30/2023	02/23/2029
Standard - Secondary	7-12	02/15/2024	Physical Education	11/30/2023	02/23/2029
Standard - Secondary	7-12	02/15/2024	Health Education	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



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

[illegible]

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

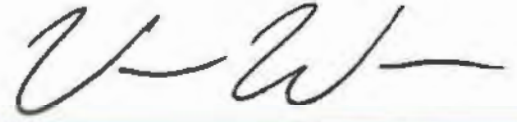
Renewal Requirements

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



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[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



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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
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 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](#)

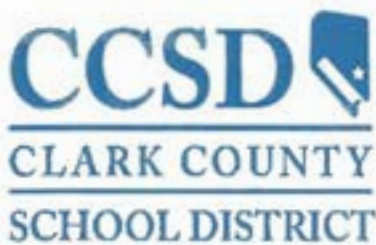
[Documentation Required for CU Submissions in ELMS](#)

[ELMS Submission Examples](#)

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<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



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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

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: 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

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4230 McLeod Drive
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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 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](#)

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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 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](#)

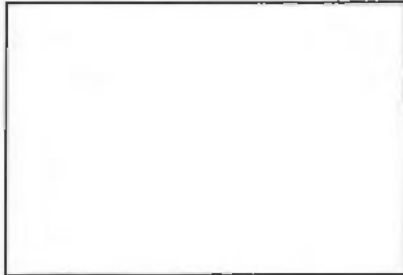
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The Professional Growth System Review Team

Human Resources Unit

Phone: 702-799-4747

Email: pgs@nv.ccsd.net

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.

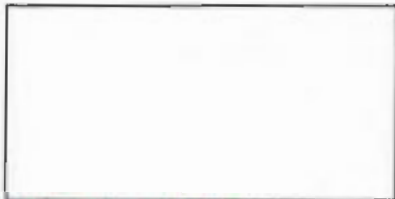
Because salary schedule placement is governed by the negotiated agreement incorporated into my contract, **I have included my union representative on this email for transparency and awareness.**

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,

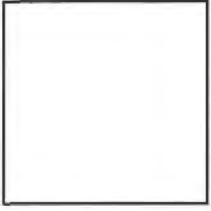
Clyde Smith, MBA, MEd
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Contact: (702) 799-3440 ext 3907
smithc10@nv.ccsd.net



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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/>

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 7:07 PM
To: Dante Dabaghian
Subject: Fw: Human Resources

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: 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
Website: <http://ccea-nv.org/>

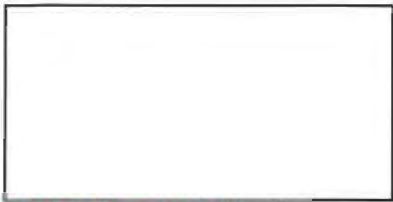
If you have received an investigatory notice and need to schedule representation, or if you have received a disciplinary document, please forward the documents as soon as possible to ar@ccea-nv.org and a representative will contact you.

From: Clyde Smith [Centennial HS] <smithc10@nv.ccsd.net>
Sent: Wednesday, March 25, 2026 3:03 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



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



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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✓ Email tracked with Mailsuite · Opt out

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



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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,
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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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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

108228+License Renewal+108228+Standard+License Output+972903 (1).pdf
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](#)

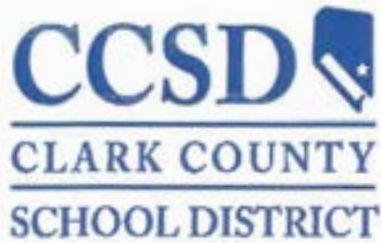
[Documentation Required for CU Submissions in ELMS](#)

[ELMS Submission Examples](#)

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

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](#).

[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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55K



ARL Classes.jpg
45K



108228+License Renewal+108228+Standard+License Output+972903 (1).pdf
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

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Thank you,

The Professional Growth System Review Team

PGS Resources:

[PGS Website](#)

[PGS Reference Guide](#)

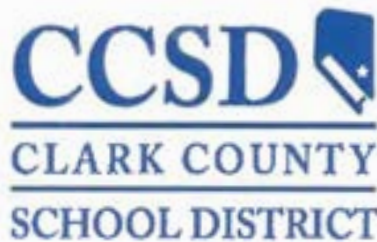
[Documentation Required for CU Submissions in ELMS](#)

[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](#).

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



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[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



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

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](#)

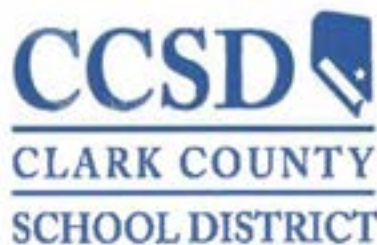
[Documentation Required for CU Submissions in ELMS](#)

[ELMS Submission Examples](#)

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](#).

[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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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](#).

--

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](#)

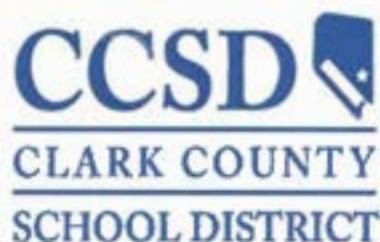
[Documentation Required for CU Submissions in ELMS](#)

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](#).

--
Unsubscribe

CCEA (Respondent)

Reply in Support of Motion to Dismiss

DANTE DABAGHIAN, ESQ. (NV Bar No. 16837)
General Counsel
Clark County Education Association
4230 McLeod Drive
Las Vegas, Nevada 89121
ddabaghian@ccea-nv.org
(702) 465-2668
Attorney for Respondent CCEA

STATE OF NEVADA

GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

CLYDE SMITH,
Complainant,

Case No.: 2026-007

v.

**REPLY IN SUPPORT OF CLARK COUNTY
EDUCATION ASSOCIATION'S MOTION TO
DISMISS**

CLARK COUNTY EDUCATION
ASSOCIATION; CLARK COUNTY
SCHOOL DISTRICT,
Respondents

Respondent Clark County Education Association ("CCEA" or "Association"), by and through its undersigned counsel, hereby files its Reply in support of its Motion to Dismiss ("Motion") Complainant Clyde Smith's ("Complainant" or "Smith") Complaint. Complainant has raised no material facts in his Opposition to CCEA's Motion ("Opposition") that amount to probable cause pursuant to NAC 288.375(1) that CCEA violated NRS 288, nor does it present any new issue that would compel this Board to hold a hearing, rendering his Complaint "spurious or frivolous... or a complaint which presents only issues that have been previously decided by the Board," under NAC 288.375(5).

///

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I. INTRODUCTION

Complainant states it best in his Opposition: "Complainant's claim is **fundamentally a contractual compensation dispute.**" Opp. at 3. What he fails to understand is that this Board, tasked with adjudicating disputes pursuant to NRS 288, has no jurisdiction to weigh in on his "contractual compensation dispute." This Board knows well that where the parties to a CBA agree to an implementation of its provisions, it cannot step in between this agreement just because an individual employee is dissatisfied with the results. Indeed, Complainant cannot dispute with any substantive evidence that CCEA and the Clark County School District ("CCSD" or "District") agreed to two fundamental implementations of the Negotiated Agreement ("Agreement," or "CBA"): 1) After an employee is hired by the District as a licensed personnel, subsequent education credits and/or degrees earned by the employee can only be used for the employee's re-placement on the Professional Salary Table ("PST") through either the accrual of contact units ("CUs") that go towards a column advancement under the Professional Growth System ("PGS"), or through the Salary Review and Adjustment Process ("SRAP"), provided that the employee submitted all documentation required of them; and 2) that an employee cannot accrue CUs before their start date as a licensed employee covered under the CBA. Complainant's "four corners" approach to contract interpretation is incompatible with nearly a century of collective bargaining doctrine, and fails to recognize that where both parties to the CBA agree to an interpretation of the contract, the agreement is valid, regardless of whether it exists within the "four corners" of the document.

Complainant's "comparator evidence" demonstrates the exact opposite of his allegations, as these employees, like him, have only received CUs for activities and coursework completed after their start date as employees in the licensed personnel bargaining unit. Complainant, after

1 having extended time to oppose CCEA's Motion, has alleged no substantive facts or evidence
2 demonstrating arbitrary, discriminatory, or bad faith conduct on the part of the Association, other
3 than the routine performance of its statutory duties. The record demonstrates that CCEA
4 provided him with thorough assistance on his issue, and determined that any sort of grievance
5 would have lacked merit and would have ran contrary to what was agreed to with CCSD. In
6 contrast, and as Complainant fails to address in his Opposition, were his failure to take advantage
7 of the available avenues to advance his conditions under the CBA, including his failure to act on
8 the issue in a timely manner and to submit any of the documentation needed to trigger a salary
9 review under SRAP. Given the above, this Board should grant CCEA's Motion to Dismiss with
10 prejudice.
11

12 **II. MEMORANDUM OF POINTS AND AUTHORITIES**

13
14 NAC 288.375 empowers this Board to dismiss a matter if: 1) no probable cause exists for
15 the complaint; or 5) if the complaint is spurious or frivolous or presents only issues that have
16 been previously decided by the Board. In duty of fair representation cases where the Complaint
17 does not show sufficient facts to amount to probable cause that the union acted in a manner that
18 was arbitrary, discriminatory, or bad faith, this Board has repeatedly dismissed the complaint.
19 *DeSouza v. Clark Cnty. Education Ass'n. and Clark Cnty. Sch. Dist.*, Item No. 906A, EMRB
20 Case No. 2024-035, (2025) (Holding that CCEA did not violate its duty of fair representation in
21 negotiating for a new salary table and declined to process her grievance to arbitration based on
22 her contentions running contrary to what was bargained for with CCSD pertaining to the
23 placement of employees on the new PST.); *Gazala v. Clark Cnty. Educ. Ass'n. and Clark Cnty.*
24 *Sch. Dist.*, EMRB Case No. 2026-009 (2026) (Holding that no probable cause existed for CCEA
25 having violated its duty of fair representation where it made a valid agreement with CCSD
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1 pertaining to employee eligibility for a salary review.); *Richards v. Police Managers and*
2 *Supervisors Association*, Item No. 788, EMRB Case No. A1-046094, (2013); *Valentin v. Clark*
3 *Co. Public Works*, Item No. 762, EMRB Case No. A1-046010, (2011).

4
5 **A. This Board Lacks Jurisdiction Over Purely Contractual Disputes.**

6 Complainant has alleged as follows:

- 7
- 8 • "...the motions depend upon...competing contractual interpretations..."
 - 9 • "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."
 - 10 • "...the record reflects...competing readings of the governing agreement."
 - 11 • "The Motions Turn on...Contested Contract Interpretation."
 - 12 • "Such disagreements are the hallmark of a bona fide contractual dispute..."

13 Opp. "It has long been recognized in Nevada that the jurisdiction of a state board is limited to
14 those areas delineated in its enabling statutes." *Reno Police Protective Ass'n. v. City of Reno, et*
15 *al.*, Item No. 16, EMRB Case No. 18273 at 2 (1974). As a result, this Board is confined to the
16 powers granted to it by the State Legislature under NRS 288. *Id.* at 3. This Board has jurisdiction
17 over "Any controversy concerning prohibited practices" under NRS 288. NRS 288.280. Since
18 NRS 288 in turn makes no reference to an executed collective bargaining agreement, while this
19 Board may interpret the provisions of a contract to the extent of determining the existence of a
20 prohibited practice under the Act, *Crom v. Las Vegas Clark County Library Dist., et. al.*, Item
21 No. 752B, EMRB Case No. A1-046004 (2011) (Holding that the complainant's causes of action
22 should be dismissed to the extent that they only assert contractual matters), this Board has
23 repeatedly held that allegations involving contract interpretation are beyond its jurisdiction, and
24 that without an express grant of jurisdiction to this Board to construe the provisions of an
25 existing CBA at the local government level, **no such jurisdiction may be presumed.** *Clark*
26 *County Classroom Teachers Ass'n. v. Clark County School Dist.*, Item No. 44, EMRB Case No.
27
28

1 A1-045280 (1975) ("there is no manner in which the complaint may be resolved that would not
2 involve construing the Teacher Advisory Council provisions of the collective bargaining
3 agreement. Therefore, the complaint must be dismissed."); *Reno Police Protective Ass'n*. EMRB
4 No. 16 at 3; *Las Vegas Metropolitan Protective Ass'n. v. Las Vegas Metropolitan Police Dept.*
5 Item No. 67, EMRB Case No. A1-045308 (Denying union's petition for declaratory order
6 seeking a ruling from the Board that certain conduct on the part of the police department was in
7 violation of their collective bargaining agreement).

9 Here, Complainant is plainly attempting to get this Board to adopt his view of the
10 Agreement, not for determining whether CCEA committed any prohibited practices under NRS
11 288, but to confer upon him a benefit that was not bargained for between the parties to the CBA.
12 Such purely contractual disputes are evident from the above statements made by Complainant in
13 his Opposition, and the wholly contractual arguments he makes throughout. He merely disagrees
14 with CCEA's and CCSD's shared interpretation of the CBA, and possesses no contrary evidence
15 disputing such an agreement being lawfully made between a local government employer and his
16 exclusive bargaining agent. Complainant makes no citation or reference to NRS 288, any
17 prohibited practices under NRS 288, or any EMRB Board decisions throughout his argument.
18 Opp. Rather than proffer any evidence that CCEA violated NRS 288, Complainant merely makes
19 misguided contractual arguments. *Id.* Evaluating Complainant's claims surrounding the intent of
20 Article 26-8, the PGS Reference Guide, and placement on the PST would require this Board to
21 step in between the two parties to the CBA and make an interpretation of the Agreement in a role
22 tantamount to that of an arbitrator, whereas such an analysis would produce no evidence
23 probative of whether the parties violated NRS 288. This Board has repeatedly recognized that
24 such questions of pure contract interpretation fall outside of the jurisdiction granted to it by NRS
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1 288. Complainant has made no argument as to why this Board should suddenly change course
2 from roughly 50 years of precedent, and so it should dismiss any of his purely contractual claims
3 which do not allege prohibited practices under NRS 288.

4 **B. Complainant Has Alleged No Evidence That CCEA Breached its DFR.**

5
6 In the event Complainant alleges any remaining claims that do implicate prohibited
7 practices under NRS 288, this Board should still grant CCEA's Motion to Dismiss because he
8 has brought forth no evidence that the Association breached its duty of fair representation.

9 **1. CCEA and CCSD made a valid agreement.**

10 Complainant has expressed his displeasure at there being no explicitly written provision
11 within the "four corners of the Agreement" that says he cannot be automatically re-placed onto
12 the PST in Column IV or higher, and that he cannot accrue CUs for activities and/or coursework
13 he completed prior to his start date with CCSD as an employee covered under the CBA. Opp. at
14 8. However, this displeasure, absent evidence of arbitrary, discriminatory, or bad faith conduct
15 on the part of CCEA, does not constitute a prohibited practice, but rather, lawful collective
16 bargaining surrounding an interpretation and implementation of the CBA by the two parties to
17 the Agreement. A union breaches its duty of fair representation to an employee **only** if its actions
18 were "arbitrary, discriminatory, or in bad faith." *Asch v. Clark County School District and Clark*
19 *County Classroom Teachers Association*, Item No. 314, EMRB Case No. A1-045541 at 3
20 (1993), citing *Vaca v. Sipes*, 386 U.S. 171, 191 (1967). A union's actions are arbitrary "only if its
21 conduct can be fairly characterized as so far outside a 'wide range of reasonableness that it is
22 wholly 'irrational' or 'arbitrary'" or is otherwise "without a rational basis or explanation." *Vos v.*
23 *City of Las Vegas and Las Vegas Peace Officers Ass'n.*, Item No. 749, EMRB Case No. A1-
24 046000 at 10 (2014); citing *Marquez v. Screenactors Guild, Inc.*, 525 U.S. 33, 45 (1998).
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1 This Board is of course well aware that a union's duty of fair representation has always
2 been construed narrowly to allow it the discretion to act in what it perceives to be the best
3 interests of who it represents. *Crom v. Las Vegas Clark County Library Dist, Teamsters Local*
4 *14, et. al*, Item No. 752E, EMRB Case No. A1-046004 at 5; citing *Galindo v. Stooddy Co.*, 793
5 F.2d 1502, 1514 (9th Cir. 1986); *Peterson v. Kennedy*, 771 F.2d 1244, 1253 (9th Cir. 1985); citing
6 *Ford Motor Co. v. Huffman*, 345 U.S. 330, 337-38 (1953). In fact, "Any substantive examination
7 of a union's performance *must* be highly deferential, recognizing the wide latitude negotiators
8 need for the effective performance of their bargaining responsibilities." *Airline Pilots Ass'n v.*
9 *O'Neill*, 499 U.S. 65, 78 (1991). This discretion that the EMRB, the NLRB, and courts give to
10 unions in acting as the exclusive bargaining agent extends to the making of agreements with the
11 employer. *Lamberti v. Int'l. Bhd. of Teamsters*, 2003 U.S. Dist. LEXIS 2770 at 8 (N.D. Cal.
12 2003); citing *Bautista v. Pan American World Airlines*, 828 F.2d 546, 549 (9th Cir. 1987) ("In the
13 context of representing members at the bargaining table, a union must be allowed a wide range
14 of reasonableness because it must be able to focus on the needs of its membership as a whole
15 without undue fear of lawsuits from individual members disgruntled by the result of the
16 collective process").

17 The duty of fair representation does not require the union to spell out every single
18 agreement that it has made with the employer. *Marquez*, 525 U.S. 33. In fact, to require the
19 union to do so would mean that "Contracts would become massive and unwieldy treatises, yet
20 there would be no discernible benefit from the increased mass." *Id.* at 47. It would be absurd to
21 limit the valid agreements between the union and the employer to solely what is written down in
22 the collective bargaining agreement, as Complainant appears to argue in his Opposition, Opp. at
23 9 and 13, and the law recognizes the absurdity of this contention. *Rollins v. Cmty. Hosp. of San*
24

1 *Bernardino*, 839 F. 3d 1181, 1186 (9th Cir. 2016); citing *Inlandboatmens Union of Pac. v. Dutra*
2 *Group*, 279 F.3d 1075, 1079 (9th Cir. 2002) (“A collective bargaining agreement is not limited
3 solely to the specific provisions of the basic labor contract formally executed by the parties, but
4 it may also include, among other things, written side agreements, and oral understandings
5 entered into by the parties to the collective bargaining relationship.”); *United Steelworkers v.*
6 *Warrior & Gulf Navigation Co.*, 363 U.S. 574, 579 (1960) (“The words of the contract are not
7 the exclusive source of rights and duties.”). The nature of collective bargaining and the evolving
8 relationship between employers and their bargaining representatives necessitate the reaching of
9 agreements outside the confines of the CBA, reflecting the policy interest of preserving orderly
10 labor relations. *Id.* at 579-580; *Inlandboatmens Union of Pac.*, 279 F.3d at 1075.

13 Any alleged harmful effect to negotiations, standing alone, does not indicate a breach of
14 the duty of fair representation, as collective bargaining is a give-and-take process which typically
15 includes concessions from both sides. *Richards*, EMRB No. 788 at 3. In turn, “The final product
16 of the bargaining process may constitute evidence of a breach of the duty *only if* it can be fairly
17 characterized as so far outside a wide range of reasonableness that it is wholly irrational or
18 arbitrary.” *Rugemer v. American Nat’l. Can Co.*, 2000 U.S. App. LEXIS 8681 at 9-10 (9th Cir.
19 2000).

21 This Board has held that the agreement with the employer on the part of the union
22 pertaining to an application of a provision of a CBA is not going to be a violation of the
23 organization’s duty of fair representation unless its reasoning in doing so was motivated by
24 reasons that were arbitrary, discriminatory, or made in bad faith. *DeSouza*, EMRB No. 906A. For
25 example, in *Richards*, the complainant took his union to the Board for an alleged violation of its
26 duty of fair representation, claiming that the union improperly negotiated with the employer for
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1 the suspension of merit pay increases that would have otherwise been required under the parties'
2 CBA. EMRB No. 788 at 2. The employee also attempted to argue that the union exceeded its
3 authority by not presenting this proposal to its membership prior to agreeing with the employer
4 on its execution. *Id.* This Board determined that absent any evidence of arbitrary, discriminatory,
5 or bad faith motives in the agreement to the suspension of merit pay increases, the union's
6 conduct was not in violation of its duty of fair representation, and in fact, constituted standard
7 negotiations over a mandatory subject of bargaining (monetary compensation) with the employer
8 which were **directly envisioned** by NRS 288. *Id.* The Board held that even if there was a
9 harmful effect to some employees in the organization agreeing to the suspension of these pay
10 increases, including the complainant, this by itself is wholly insufficient to determine that the
11 union violated its duty of fair representation, absent the showing of evidence on the part of the
12 union of conduct that was arbitrary, discriminatory, or bad faith. *Id.* at 2-3.

15 Additionally, the Board rejected the complainant's contention that the union violated its
16 duty of fair representation in not presenting the agreement to membership prior to agreeing to it
17 with the employer, determining that "there is no provision within the Act that requires a
18 bargaining agent to submit the terms of an agreement to its membership before it can agree to
19 them," and that "The method by which a union ratifies a collective bargaining agreement with its
20 members is an internal union matter and not within the purview of this Board." *Richards*, EMRB
21 No. 788 at 3; citing *International Ass'n. of Firefighters Local 1883 v. City of Henderson*, Item
22 No. 239, EMRB Case No. A1-045455 (1990).

25 In contrast, a union can be said to have violated its duty of fair representation where,
26 instead of agreeing upon a contract provision and/or interpretation of a contract provision with
27 the employer openly and in a nondiscriminatory fashion, the organization negotiates some sort of
28

1 “side deal” with the employer with the intent of specifically depriving a particular employee of a
2 right unambiguously conferred to them by the CBA. In *Bennett*, the plaintiff-employee
3 completed her probationary period under the parameters of the contract. *Bennett v. Local Union*
4 *No. 66, Glass, Molders, Pottery, Plastics & Allied Workers*, 958 F.2d 1429 (7th Cir. 1992). After
5 the completion of this probationary period, the employee was formally welcomed as a member
6 of the union, receiving a membership card, and being assured by the union that her probationary
7 period would specifically not be extended. *Id.* at 1431. However, a few days after this, she was
8 facing discipline by her employer for being AWOL. *Id.* at 1432-1433. The employer and the
9 union agreed that the employee’s probationary period would be extended retroactively, despite
10 her initial completion of said period. *Id.* at 1432. This agreement by the union allowed for the
11 employer to terminate her without the contractual protections afforded by the parties’ CBA. *Id.*

14 The court held that the union lacked a rational basis for which it could have agreed with
15 the employer to have reinstated her probationary period, nor was there a plausible interpretation
16 of the CBA that a post-probationary employee’s status could just be discontinued upon
17 agreement by the parties once this probationary period had officially ended. *Id.* at 1434. The
18 court did not consider the union’s agreement with the employer to constitute legitimate
19 negotiations, as the parties did not purport to modify or supplement the CBA as it applied to the
20 entire class of employees. *Bennett*, 958 F.2d at 1435. Instead, the court determined that the union
21 acted on an ad hoc basis, singling out specifically the plaintiff by depriving her of the non-
22 probationary status that the CBA had unambiguously conferred her. *Id.* The court found that
23 there was sufficient evidence to determine that the union’s president had knowledge of the
24 plaintiff’s contractual rights, but nevertheless proceeded to give those already vested rights away,
25 constituting a “deceitful scheme.” *Id.* at 1437.

1 Here, CCEA made a rational agreement with CCSD in its capacity as exclusive
2 bargaining agent pertaining to both employee salary schedule placement and the ability of the
3 employee to accrue CUs pursuant to the PGS. As Dr. Brenda Pearson explained in her affidavit,
4 CCEA and CCSD have been under the mutual agreement that earning a Master's Degree does
5 not automatically entitle an employee to re-placement on the PST. CCEA Mot. Ex. B. Rather, if
6 the coursework and/or degree was completed subsequent to the employee's hire date with the
7 District, as is the case with Complainant, who started at CCSD in the licensed employee
8 bargaining unit on July 29, 2020, and did not complete his Master's in Education until August of
9 2024, there were two ways agreed upon by the parties to the CBA for an employee to use their
10 accumulated education and coursework to advance on the PST. *Id.* One way was to trigger a
11 review of one's salary placement during either of the designated submission periods under
12 SRAP, for which Complainant conveniently leaves out in his Opposition that he submitted none
13 of the required documentation for. CCEA Mot. Ex. I. The other method was to use this education
14 for the accumulation of CUs to go towards a column advancement under the PGS, for which he
15 has already done pursuant to the bargained-for parameters. CCEA Mot. Ex. G. Complainant
16 received CUs for coursework he completed subsequent to his start date with CCSD, and did not
17 receive CUs for coursework completed prior to his start date, in conformity to what was
18 bargained for with the District within CCEA's capacity as exclusive bargaining agent. CCEA
19 Mot. Ex. B; Ex. E.

20 Similar to what the Board held as a valid agreement between the employer and union in
21 *Richards* to suspend merit pay increases, such agreements between CCEA and CCSD were
22 appropriately bargained for and agreed to between the local government employer and exclusive
23 bargaining agent as they pertain to all unit employees. Complainant may be dissatisfied with the
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1 outcome of such negotiations, but he cannot dispute that such an agreement was made, where
2 here, as with other cases, both the union and the employer are in agreement that these
3 understandings were bargained for and agreed to. *Richards*, EMRB No. 788; *DeSouza*, EMRB
4 No. 906A; *Gazala*, EMRB No. 2026-009.

5
6 There exists no case law suggesting that CCEA is not within its broad discretion as the
7 exclusive bargaining agent to come to this understanding with CCSD. Even if this understanding
8 is not directly found in the text of the Negotiated Agreement, this is nonetheless a bargained-for
9 and agreed to understanding between the employer and the bargaining agent, which this Board
10 must presume to be valid absent countervailing evidence of conduct on the part of CCEA that
11 was arbitrary, discriminatory, or bad faith. *Richards*, EMRB #788 at 2. Unlike even the
12 agreement in question in *Richards*, where the suspension of merit pay increases almost certainly
13 negatively impacted at least some members of the bargaining unit, there is no tangible harm that
14 Complainant in the case at hand has credibly alleged that he has suffered. Unlike the employee in
15 *Bennett*, who had a clear vested right in post-probationary employment based off of the
16 unambiguous language in that CBA, nowhere within the language of the Agreement does it
17 provide Mr. Smith with a clear right to automatic re-placement on the PST after obtaining a
18 Master's Degree, nor does it provide him with a right to accumulate CUs prior to being covered
19 by the contract as a member of the bargaining unit. CCEA Mot. Ex. A. Complainant once again
20 cites Article 26-8-3-7 in a misleading fashion by only quoting the phrase "will be recognized for
21 advancement on the salary schedule." Opp. at 2. However, as CCEA has explained in its Motion,
22 this provision, stated in its entirety, reads: "Only PK-20-related, advanced degrees awarded by an
23 accredited institution recognized by the Commission on Professional Standards in Education in a
24 field pertinent to the position and valid in their entirety for Nevada certification for level and
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1 subject taught will be recognized for advancement on the salary schedule.” CCEA Mot. Ex. A.
2 Clearly, this provision provides Complainant with no such unambiguous right to re-placement on
3 the PST; it merely requires that the degree obtained by the employee be relevant to their job
4 duties to be used for either their *initial placement* on the PST, or to be used for a column
5 advancement under the PGS. *Id.* Complainant’s Master’s degree was indeed used towards a
6 column advancement in the form of 200 CUs for coursework he completed after his start date at
7 CCSD in the licensed personnel bargaining unit. CCEA Mot. Ex. G. The parties to the CBA have
8 never interpreted Article 26-8-3-7 to mean otherwise. CCEA Mot. Exs. A-B; CCSD Mot.

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10 Complainant also proceeds to cite Articles 26-8-3-1, 26-8-3-5, and 26-8-3-6, as allegedly
11 mandating re-placement on the PST. Opp. at 10-11. Neither CCEA nor CCSD interpret this as a
12 credible reading of the CBA that runs harmoniously with the bargained-for intent surrounding
13 either salary placement or the PGS. CCEA Mot. Ex. B; CCSD Mot. Ex. E. Rather, these cited
14 provisions pertain to an employee’s *initial* salary placement upon hire with CCSD into the
15 licensed personnel bargaining unit, not for an employee’s re-placement onto the PST once they
16 have already been placed. CCEA Mot. Exs. A-B. Complainant was already placed onto the PST
17 on July 29, 2020, and at the time he had not received the Master’s Degree at issue. CCEA Mot.
18 at 4; line 1. Complainant four years later received the degree, and so his options for salary
19 advancement, as negotiated by CCEA and CCSD, were to go through SRAP and/or the PGS.
20 CCEA Mot. Ex. B; CCSD Mot. Ex. E.

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22 Complainant continues to refer to the PGS Reference Guide as an “administrative guide,”
23 Opp. at 9, where in reality, it is a mutually negotiated document that is incorporated as an
24 addendum to the CBA, where Article 26-1(b) provides that CUs are earned “in accordance with
25 the September 1, 2023 PGS Reference Guide,” as explained to Mr. Smith multiple times by both
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1 CCEA and CCSD. CCEA Mot. Exs. A-C; F-G. Dr. Pearson further explained in her affidavit that
2 since roughly the initial negotiation of the PGS, CCEA and CCSD have shared the understanding
3 that an employee cannot receive CUs for activities and coursework completed prior to their start
4 date with the District as a licensed employee. CCEA Mot. Ex. B. Complainant attempts to
5 challenge CCEA and CCSD's mutual agreement on the ability to accrue CUs prior to an
6 employee's start date with the District as a licensed employee by proffering Question 51 of the
7 PGS Frequently Asked Questions document. Opp. Ex. 7-A. This argument confuses the issues,
8 as of course, a licensed professional in an Alternative Route to Licensure ("ARL") program *can*
9 accrue CUs, and indeed, Complainant *has accrued* CUs for coursework completed pursuant to
10 such a program. CCEA Mot. Exs. F-G. What Complainant misunderstands is *when* he may begin
11 accruing CUs, which CCEA and CCSD, again, agree that CUs cannot be accrued for activities
12 completed prior to their start date at CCSD as a bargaining unit employee. CCEA Mot. Ex. B;
13 CCSD Mot. Ex. E. Question 51 on this same document proffered by Complainant further only
14 states that a licensed professional in an ARL program "can accrue CUs;" it does *not* state that
15 such CUs may be accrued prior to their commission of employment as an employee covered
16 under the Agreement. Opp. Ex. 7-A. Clearly, this was not an illicit "side deal" envisioned by the
17 court in *Bennett*. No guarantee was made to Complainant that he would automatically receive a
18 new salary placement after obtaining a Master's Degree, or that he would accrue CUs prior to his
19 start date in the licensed personnel bargaining unit. These understandings were merely the
20 product of arms-length negotiations between CCEA and CCSD pertaining to monetary
21 compensation, a mandatory subject of bargaining under NRS 288, of which was applied to the
22 entire bargaining unit, not just to Complainant.
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1 Complainant in his Opposition expresses his displeasure at the supposed existence of an
2 "extra-contractual eligibility restriction," and that CCEA and CCSD "identify no amendment,
3 memorandum of agreement, side letter, or ratified modification to the CBA establishing the
4 restriction as a negotiated term." Opp. at 1; 5. However, there is no such requirement in NRS 288
5 that these agreements, which both CCEA and CCSD as the sole parties to the CBA have
6 expressly acknowledged the existence of, need to be put in writing or otherwise ratified by
7 membership for it to be valid and in compliance with the duty of fair representation. CCEA as
8 the exclusive bargaining agent is completely within its purview under NRS 288 to make an
9 agreement with the local government employer surrounding direct monetary compensation, a
10 mandatory subject of bargaining. *Richards*, EMRB No. 788 at 2. Such verbal agreements are
11 even *expected* in the realm of labor relations, with the understanding that not everything could
12 possibly be incorporated into the language of the CBA. *Inlandboatmens Union of Pac.*, 279 F.3d
13 at 1079. Like almost every other union in this country, CCEA frequently makes verbal
14 agreements with CCSD surrounding the implementation of the CBA. If all of these
15 understandings and agreements were required to be incorporated directly into the Negotiated
16 Agreement, it would become an "unwieldy treatise" negatively envisioned by the Supreme Court
17 in *Marquez* that would be neither accessible nor legible to bargaining unit members or to the
18 CCEA officials tasked with implementing its terms. 525 U.S. at 47. Article 26 is by far the
19 longest article in the CBA. If CCEA was required to put every single agreement it has reached
20 surrounding its interpretation and implementation into its language, including all the terms of its
21 PGS Reference Guide, Article 26 would be almost unreadable.

22 Furthermore, this Board has again explicitly stated in *Richards* that a ratification vote
23 from union members is wholly unnecessary for there to exist a valid agreement between the union
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1 and the employer. EMRB No. 788 at 3. CCEA in its capacity as the exclusive bargaining agent is
2 tasked with interpreting and implementing its CBA with CCSD on a near daily basis, as it has
3 been empowered to do so by Complainant's bargaining unit. If the duty of fair representation
4 were to require CCEA to submit every single agreement it makes with CCSD to a ratification
5 vote of its nearly 13,000 members across hundreds of school sites, the Association would largely
6 be rendered unable to perform its statutory functions to act as the exclusive representative of its
7 unit at the bargaining table and in enforcement of the contract, thereby frustrating the policy of
8 NRS 288 in empowering a recognized employee organization to act on behalf of all employees it
9 represents. This Board should not diverge from decades of labor law precedent and suddenly rule
10 that the duty of fair representation is a duty to both put every single agreement made with the
11 employer into the contract and to submit each agreement made to a ratification vote.
12 Complainant's "four-corners" approach to contract interpretation is completely misguided and
13 runs antithetical to nearly a century of collective bargaining doctrine.

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16 In applying this lawfully negotiated agreement pertaining to the implementation of
17 Article 26, Complainant has proffered no evidence that CCEA acted outside its wide range of
18 reasonableness so as to constitute arbitrary conduct in declining to agree with his incorrect
19 interpretation of the contract. In contrast, the extensive communications between Complainant
20 and Ms. McMillin indicates that the above legitimate rationale for declining to process a
21 grievance on his behalf was explained to him multiple times, that an employee cannot receive
22 CUs for activities completed prior to their start date as a licensed employee at CCSD, that to be
23 entirely re-placed on the PST based on his new Master's Degree, he needed to have submitted
24 the required documentation for SRAP so that his eligibility would be reviewed, for which he
25 submitted nothing, and that this is the bargained-for understanding between the parties to the
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1 CBA, while also offering to assist him with the submission of his CUs so that he can receive a
2 benefit in the form of a column advancement. CCEA Mot. Exs. F-G. CCEA has already
3 explained in its Motion that it is under no position to renege on this longstanding agreement with
4 CCSD, and suddenly claim that one employee, who has not submitted any documentation needed
5 to trigger a salary review, is entitled to both receive an automatic re-placement on the PST from
6 Column I to Column IV by virtue of obtaining a degree, and to receive CUs for activities
7 performed prior to his start date with the District, especially in the midst of declining funding for
8 education and a need to justify the continued existence of the PGS each negotiations cycle to
9 CCSD. CCEA Mot. Ex. B. Complainant has not proffered any evidence defeating this true,
10 rational, and sincere justification to not side with him on a grievance that would have been
11 frivolous and contrary to the longstanding bargained-for intent between CCEA and CCSD, and
12 so has proven no arbitrary conduct on the part of CCEA.
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15 **2. Complainant has offered no evidence of discrimination.**

16 To prove discriminatory conduct by the union, a complainant “must adduce substantial
17 evidence of discrimination that is intentional, severe, and unrelated to legitimate union
18 objectives.” *Vos*, EMRB #749 at 10.; citing *Amalgamated Ass'n of St. Elec. R. and Motor Coach*
19 *Emp. of America v. Lockridge*, 403 U.S. 274, 301 (1971).
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21 CCEA in its Motion already debunked Complainant’s “comparator evidence” pertaining
22 to Kyndal Phillips’ approval of CUs. CCEA during the course of its investigation of
23 Complainant’s issue, discovered that she began licensed employment with CCSD on February
24 22, 2021, and like Complainant, she received CUs for coursework completed after her start date
25 at CCSD in the licensed personnel bargaining unit, but *not before* her start date. CCEA Mot. Ex.
26 H. Furthermore, Ms. Phillips did not automatically have her salary adjusted to Column IV for
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1 this coursework and degree conferred; she merely used the qualified coursework to accrue CUs,
2 and received a single column advancement from Column I to Column II on the PST, effective at
3 the beginning of the 2024-2025 contract year, whereas she received her Master's Degree in
4 December of 2022. *Id.* Ms. Phillips simply completed more coursework while covered under the
5 CBA as a licensed employee than Mr. Smith did.
6

7 Complainant has now offered the information of another employee, Shawanna Johnson,
8 whom he claims was a similarly situated employee who received CUs for coursework completed
9 prior to her start date at CCSD as a licensed employee. Opp. at 5-6. Complainant never proffered
10 this information to Ms. McMillin or to any other CCEA official throughout the relevant time
11 period pertaining to this Complaint. CCEA Mot. Exs. F-G. However, this argument from
12 Complainant also fails. Ms. Johnson was employed at CCSD as a member of the support staff
13 bargaining unit, until she began her employment as a licensed employee covered under the CBA
14 on July 26, 2023. *See*, Emails Between CCEA and CCSD's PGS Department regarding
15 Shawanna Johnson, attached hereto as Exhibit A. Indeed, Ms. Johnson was approved for 312
16 CUs for coursework she completed during her time at Nevada State College during the Spring
17 2024 semester, and at University of Nevada, Las Vegas during the Summer 2024, Fall 2024, and
18 Spring 2025 semesters. *Id.* So, all of the coursework that Ms. Johnson completed and submitted
19 for CUs were **while she was employed as a licensed personnel at CCSD covered under the**
20 **CBA**. Complainant's argument and proffered evidence accordingly fails, and in fact, only further
21 demonstrates that the agreement between CCEA and CCSD is that employees can only accrue
22 CUs for activities and coursework completed on or after their start date at the District as a
23 member of the licensed personnel bargaining unit. Indeed, Ms. Johnson, like Ms. Phillips, was
24 not automatically placed on Column IV of the PST based on receiving a Master's Degree, like
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1 Complainant appears to argue, but only received a single column advancement from Column I to
2 Column II for this completed coursework, effective the beginning of the 2025-2026 contract
3 year. *See*, Shawanna Johnson's Historical Salary Data, attached hereto as Exhibit B.

4 Complainant has thus demonstrated nothing close to "substantial evidence of discrimination that
5 is intentional, severe, and unrelated to legitimate union objectives" on the part of CCEA, and in
6 fact, has proven that CCEA and CCSD's agreements pertaining to both salary placement and
7 salary advancement are consistently applied.

9 **3. Complainant has proffered no evidence that CCEA acted in bad faith.**

10 To demonstrate that a union acted in "bad faith," Complainant must illustrate "*substantial*
11 *evidence* of fraud, deceitful action or dishonest conduct." *Lockridge*, 403 U.S. at 299. He has
12 proffered no such "substantial evidence."

14 **i. CCEA investigated Complainant's issue without hostility or animus.**

15 Complainant claims that the Association "failed to address the contractual issues." Opp.
16 at 13. A "disagreement between a union and an employee over a grievance, standing alone," does
17 not constitute evidence of bad faith." *Moore v. Bechtel Power Corp.*, 840 F.2d 634, 637 (9th Cir.
18 1988) (Holding that the union did not breach its duty where it failed to notify the employee of the
19 date of his grievance hearing, allegedly interpreted the CBA in favor of the employer whenever
20 possible, or when union officials were apparently too friendly with the employer). "To refuse to
21 process a bad case [or a frivolous one] is in itself not arbitrary. Such a refusal is most reasonable
22 and in fact essential to the grievance and arbitration system." *Graphic Commun. Union Local*
23 *388-M*, 1996 NLRB LEXIS 321 (Holding that union did not breach its duty of fair representation
24 where it declined to process an employee's grievance because it went against what it had
25 negotiated with the employer, despite statements from union officials to "let her file a grievance,"
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1 its her right, we will only dismiss it.”), citing *Fountatin v. Safeway Stores, inc.*, 555 F.2d 753,
2 756 (9th Cir. 1977).

3 As NRS 288 is modeled after the NLRA, it is helpful to turn to NLRB precedent when
4 determining what conduct meets the threshold of animus or hostility on the part of a union to an
5 employee. Indeed, this threshold laid out from the NLRB is a high one. For example, the NLRB
6 held that the following message in a union newsletter, broadcasted to the entirety of union
7 membership, reprimanding two employee-complainants who reported rule violations of a union
8 officer to the employer, *did not* constitute sufficient evidence of hostility or animus so as to
9 constitute bad faith conduct:
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11 Same old, same old here at the "Hell-hole." New faces, same old bullsh-!! Management has
12 sunken to an all time low. Management has taken statements from two union brothers and used
13 them to issue discipline to a union officer. All this because some scab-ass had a complaint
14 against the union officer. The discipline came from none other than the station manager who
15 "during the investigation" found cause for discipline. What a WIMP!! He is not a station
16 manager, but a fool running scared for his job!! When things are brought to management's
17 attention about the scab-ass, nothing is done. What a whitewash!! To my brothers that wrote the
18 statements, remember what goes around come around. These same two so called union brothers
19 are always in my face making sure that their grievances are being taken care of. I just finished
20 saving one of them from two Letters of Warning and am getting him back pay for Sick Leave
21 that was denied. This is how he repays us.

22 *Nat'l. Ass'n. of Letter Carriers*, 333 NLRB 343 (2001). While the NLRB held that the union
23 committed a breach of its duty of fair representation for other, unrelated reasons, it notably held
24 that this public message was mere “name-calling” and criticism of the two complainants’ actions
25 in light of the union’s previous representation of the members. *NALC*, 333 NLRB at 344.

26 By contrast, an example of a case which the NLRB has determined that the union or its
27 officials engaged in hostility or animus towards an employee sufficient to constitute a breach of
28 the duty of fair representation would be the union’s conduct in *AFSCME Local 1640*. In
29 *AFSCME*, the complainant and the union’s vice president were political rivals with multiple
30 documented conflicts between the two. 2005 NLRB LEXIS 1. The vice president, King, cursed

1 out the complainant to her face and threatened physical harm, to the point where the complainant
2 obtained a personal protection order against her. *AFSCME Local 1640*, 2005 NLRB LEXIS. at 6.
3 King had refused to grant a stipend to the complainant in her capacity as the chairperson of her
4 unit, despite the stipend being a benefit for union officials in this position, and replaced the
5 complainant in her position after only one year, despite the terms being three years. *Id.* at 8. King
6 had the complainant suspended from the union for 30 days when she received just one internal
7 complaint from another member. *Id.* at 9. Also, King had openly referred to the complainant as a
8 “bitch,” and mused to another member that she was going to be “next,” likely referring to the
9 loss of the complainant’s job. *Id.* at 10. The NLRB held that this preexisting hostile relationship
10 between King and the complainant influenced the union’s decision to conduct absolutely no
11 investigation into the grievances she filed. *Id.* at 22-23. Further, the union was unable to provide
12 the board with any legitimate explanation for why it elected to not process her grievances,
13 leaving the union official’s documented hostility towards the complainant as the sole reason for
14 its decision, and for the board to conclude that all of this evidence amounted to bad faith conduct
15 on the union’s part through animus and hostility towards the complainant. *Id.* at 24-25.

16 Here, Complainant has proffered no evidence, not to mention “substantial evidence,” of
17 hostility or animus on the part of CCEA so as to constitute bad faith conduct. All he proffers is a
18 singular email from Mr. Vellardita, in response to Complainant’s demands and threats to file a
19 complaint to this Board, explaining to Mr. Smith that he further reviewed his issue, his answer is
20 no different than the one he was already provided by Ms. McMillin, CCEA has represented him
21 fully and fairly according to its obligations under both the CBA and NRS 288, it is his right to
22 file a complaint with this Board, and if he is dissatisfied with the representation CCEA has
23 provided to him in the past and now, it is also his right to resign his membership. CCEA Mot.

1 Ex. G. This response was based upon CCEA's legitimate, rational assessment of Complainant's
2 case as meritless, because CCEA and CCSD were and are in agreement: 1) that an employee is
3 not automatically re-placed on the PST by virtue of just earning a Master's or any other degree
4 after their entry into the licensed personnel bargaining unit; 2) that an employee cannot accrue
5 CUs for activities and courses completed prior to their start date as a licensed personnel covered
6 by the Agreement; and 3) that a grievance filed on behalf of Mr. Smith would have run contrary
7 to these above negotiated parameters. Indeed, CCEA did not fail to address Complainant's
8 contractual issues, he has just received an answer he does not like.

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10 Complainant has no evidence that factors other than CCEA's assessment of the merits of
11 his case and what was bargained for with CCSD was the rationale behind the Association's
12 decision not to process a grievance on his behalf. As explained above, the NLRB, which this
13 Board derives its doctrine from, including on the duty of fair representation, has historically
14 raised a substantially high threshold for determining what conduct constitutes hostility or
15 animus. Even the union's conduct in *NALC*, through publicly calling out and denouncing the
16 complainant-employees through its newsletter distributed to all members, and stating "what goes
17 around, comes around" in relation to the complainants, was determined by the board to not
18 constitute hostility or animus. 333 NLRB at 344. If such conduct cannot be appropriately deemed
19 as hostile or with animosity, then Mr. Vellardita's reply to Complainant's demands merely
20 reiterating CCEA's position on his issues, indicating that the Association has represented him on
21 previous matters, and that he enjoys certain rights if he is unhappy with his representation,
22 cannot possibly be said to constitute hostility or animus, especially without other substantial
23 supporting evidence, for which Mr. Smith has offered none. Complainant has proffered no
24 evidence that Mr. Vellardita or other CCEA officials, for example, considered him a political
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1 rival, worked to deprive specifically him of any contractual or member benefits, or even cursed
2 him out or otherwise called him names, as was the case with the union official's, repeated,
3 documented conduct in *AFSCME*. Neither does he possess evidence that CCEA officials
4 threatened him physically or otherwise retaliated or threatened retaliation against him for raising
5 his issues to either CCSD or to this Board. In fact, Mr. Vellardita did the exact opposite in his
6 March 26 response to Complainant by telling him that "if you want to file a complaint that is
7 your right." CCEA Mot. Ex. G.

9 There is simply no evidence that Mr. Vellardita's email tainted CCEA's investigation of
10 Mr. Smith's issue or its decision to not process a frivolous grievance on his behalf. "Extensive
11 investigation by a union is unnecessary where it would not have resulted in the development of
12 additional evidence which would have altered the decisions not to pursue the grievance." *Garcia*
13 *v. Salt River Project Agric. Improvement & Power Dist.*, 618 F.Supp. 2d 1092, 1100 (D. Ariz.
14 2007); citing *Evangelista v. Inlandboatmen's Union of Pacific*, 777 F.2d 1390, 1395 (9th Cir.
15 1985). "The law does not require a futile ritual." *Graphic Commun. Union*, 388 NLRB at 34;
16 citing *Sheet Metal Workers' Int'l. Ass'n.*, 298 NLRB 50 (1990).

19 Complainant fails to acknowledge that by the time he issued his March 26 demands to
20 Mr. Vellardita, CCEA, via Ms. McMillin, from August 2025 through early March 2026, had
21 already thoroughly investigated his issue, including through offering assistance to him in the
22 form of checking to see if he received all CUs he needed to receive with CCSD's PGS
23 Department, examining Ms. Phillip's transcripts, confirming that CCEA and CCSD have agreed
24 since the implementation of the PGS that employees cannot earn CUs for activities completed
25 prior to their start date in the licensed personnel bargaining unit, and providing detailed
26 explanations to Mr. Smith multiple times that both his interpretation of the CBA and his
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1 understanding of what was bargained for with the District was incorrect. CCEA Mot. Exs. B; F-
2 H. When putting Mr. Vellardita's response to Complainant in its proper context, the reality is
3 that Mr. Vellardita's first interactions with Complainant is this March 26 email, where Mr.
4 Vellardita, who is not the first line of contact for contractual issues, suddenly receives a long,
5 confusing email with a list of out of context contract arguments, barren of any information that
6 Ms. McMillin had provided Complainant with already, followed by a list of demands to give him
7 everything he wants or else he would file a complaint with this Board. CCEA Mot. Ex. G.

9 Complainant in his demand email raised no new information and presented no new
10 evidence that he did not already present to Ms. McMillin that would have increased the merits of
11 his issue or would have altered CCEA's assessment of his case; it merely rehashed what he had
12 been writing to Ms. McMillin in his text messages. CCEA Mot. Exs. F-G. Mr. Vellardita, in
13 response, took the time to explain to Complainant that his answer would be no different than
14 what Ms. McMillin had already told him many times up to that point pertaining to the merits of
15 his issues, and what he could do if he was dissatisfied with the outcome of his representation.
16 CCEA Mot. Ex. G. Indeed, by the time Complainant lobbied to Mr. Vellardita for a different
17 answer on March 26, the decision was already made by Ms. McMillin and CCEA to not proceed
18 with a meritless grievance pertaining to his salary placement or denial of CUs for coursework
19 completed prior to his employment as a licensed personnel at CCSD. CCEA Mot. Ex. F.
20 Therefore, Mr. Vellardita's March 26 emailed response to Complainant could not have tainted
21 CCEA's investigation into his issues, as the record again demonstrates that Ms. McMillin
22 thoroughly investigated these matters and explained in good faith to him the Association's
23 legitimate rationale for not proceeding with a grievance. *Id.* Complainant in turn has
24 demonstrated no evidence that Ms. McMillin's investigation into his issue, or her reasoning
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1 behind not proceeding with a grievance, was motivated by any alleged hostility or animus. The
2 record is thus comprised solely of CCEA's merit-based explanations for not proceeding with an
3 action on behalf of Complainant. Thus, because CCEA in its judgment believed that any sort of
4 grievance on Mr. Smith's behalf would have been untimely, or at the very least, would have had
5 no basis in both the contract and past practices between the Association and CCSD, CCEA was
6 not obligated to conduct any further investigation on Complainant's behalf, not to mention file a
7 frivolous grievance.
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9 **ii. CCEA did not prevent Complainant from acting for himself.**

10 Complainant claims that CCEA failed to inform him of relevant grievance procedures.
11 Opp. at 13. However, this Board has explicitly held in *Crom* that nowhere in NRS 288 does it
12 require a bargaining agent to affirmatively inform an employee of their right to act for
13 themselves when pursuing a grievance. EMRB No. 752E at 13. Complainant has cited no case
14 law suggesting that employee organizations possess such an obligation.
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16 Complainant, despite possessing an extended opportunity to do so in his Opposition,
17 completely failed to respond to CCEA's explanation in its motion for why he failed to act for
18 himself or press for a grievance sooner. CCEA Mot. at 19; lines 4-12; Ex. F. He did not address
19 why, after Ms. McMillin had offered to check in with the PGS Department on November 3, 2025
20 on the status of his CU submissions and his request for a column advancement, he responded
21 with "I will wait a little longer. Thank you." CCEA Mot. Ex. F. He did not explain why, after
22 telling Ms. McMillin that he will "wait a little longer," and therefore declined for CCEA to look
23 into his issue further at that point in time, that he did not reach back out to Ms. McMillin or to
24 the Association in any capacity on the issues in question until March 6, 2026. *Id.* Further,
25 Complainant's own statements, consisting of "My attorney will handle it here," to Ms. McMillin,
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1 and "I will proceed with filing a formal grievance under Article 4," to CCSD's PGS
2 Department, indicate that he was already aware of his right under Article 4-1 of the CBA to file
3 an independent grievance." CCEA Mot. Exs. A; F-G. Even had he not made these statements,
4 Complainant as an employee who has been covered under the Agreement for almost six years, is
5 "presumed to know the terms of their collective bargaining agreement." Norman Brand &
6 Melissa H. Biren, *Discipline and Discharge in Arbitration* 93 (2nd ed., 2008). Complainant has
7 repeatedly cited provisions from the CBA throughout his communications with CCEA and
8 during this case at hand. So there is no reason to believe, nor was there anyone from CCEA
9 stopping him, from simply reading Article 4 and seeing that he has a right as an individual
10 employee covered under the Agreement to file an independent grievance. He just did not do so.
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13 Similar to how the union conducted itself in *Crom*, neither Ms. McMillin, after
14 thoroughly investigating his issue and determining that it lacked merit, nor any other CCEA
15 official, obstructed Complainant or actively intervened to prevent him from filing an independent
16 grievance or otherwise act on his own behalf, which is all the law requires. Moreover, as
17 explained above, CCEA had already determined within its wide discretion and reasonable
18 judgment that any grievance he would have filed challenging either his salary placement or
19 denial of CUs for coursework completed prior to his CCSD start date would have been untimely
20 and frivolous, as his arguments had no support in either the CBA, or the negotiated
21 understandings between the parties. The law is clear that a union is not required to process a
22 frivolous grievance. *Garcia*, 618 F.Supp. 2d 1092; *Sheet Metal Workers.*, 298 NLRB 50 (1990).
23 Complainant thus cannot demonstrate that CCEA acted in bad faith.
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ASSOCIATION'S MOTION TO DISMISS by email to the following:

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

AN EMPLOYEE OF CCEA

EXHIBIT A

Dante Dabaghian

From: Dante Dabaghian
Sent: Tuesday, July 21, 2026 9:59 AM
To: Dante Dabaghian
Subject: FW: Clyde Smith next example - Shawanna Johnson

From: Erik Skramstad [Human Resources] <skramea@nv.ccsd.net>
Date: Thursday, June 11, 2026 at 1:41 PM
To: Brenda Pearson <bpearson@ccea-nv.org>
Cc: Crystal Pugh [Office of the General Counsel] <herrec4@nv.ccsd.net>, Cedric Cole [Human Resources] <colecgc@nv.ccsd.net>
Subject: Clyde Smith next example - Shawanna Johnson

Brenda,

In relation to Clyde Smith's next employee example (Shawanna Johnson) to support his EMRB case, please know, it does not and all coursework advancement accrual was completed after the employee's licensed hire date, contrary to his claim:

- Shawanna Johnson moved from the support professional employee group to the licensed employee group on July 26, 2023.
- Shawanna completed Nevada State College coursework in Spring 2024 (2024 transcript attached), also completed UNLV coursework in Summer 2024 (2024 transcript attached), and submitted both as one submission in the ELMS for review. ELMS review screenshot comment below:

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:

[Help](#)



New Delete Mark As Complete

☐	Name	Activity Type
☐	<u>University Transcripts UNLV and N...</u>	ZZ- Self Reported
☐	<u>University of Nevada, Las Vegas...</u>	ZZ- Self Reported
☐	<u>Early Childhood Leadership Acade...</u>	ZZ- Self Reported
☐	<u>CU Carryover for 2025-2026 Adva...</u>	ZZ- Self Reported

COMMENTS

APPROVER COMMENTS

University of Nevada, Las Vegas, Summer 2024, 9 semester hours = 72 CUs, ESP 729, ESP 739, ESP 763, Nevada State University, Spring 2024, 3 semester hours = 24 CUs, EDRL 471.
Total CUs = 96

OK

- Shawanna submitted additional UNLV coursework for Fall 2024 through Spring 2025 (2025 transcript attached) and the ELMS review comment is provided here:

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:

[Help](#)

New ☐ Delete ☐ Mark As Complete ☐

☐	Name	Activity Type
☐	University Transcripts UNLV and N...	ZZ- Self Reported
☒	University of Nevada, Las Vegas	ZZ- Self Reported
☐	Early Childhood Leadership Acade...	ZZ- Self Reported
☐	CU Carryover for 2025-2026 Adva...	ZZ- Self Reported

COMMENTS

APPROVER COMMENTS

University of Nevada, Las Vegas, Fall 2024 to Spring 2025. 27 semester hours = 216 CUs.
Summer 2024 coursework already awarded CUs in previous submission. ESP 715, ESP 722,
ESP 727, ESP 740, ESP 700, ESP 717B, ESP 718, ESP 720, ESP 725.

OK

Please let me know if you have any questions.

Thank you,
Erik



Dr. Erik Skramstad

Director
Human Resources Unit
PGS and NEPF Department

2832 E. Flamingo Rd.
Las Vegas, NV 89121

Phone: 702-799-4747

WAN: 0099-5181

Email: skramea@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](#).

EXHIBIT B

JOHNSON, SHAWANNA S

CCSD ID: 516022

CCEA ID: 108217

1 - 72 of 72 (1 pages)

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Posted Date	Last Name	First Name	M.I.	School	School ID	Job Class	Job Class ID	Step	Grade	Cat
2026-07-24	JOHNSON	SHAWANNA	S	TARTAN, JOHN ES	345	ECSE Autism-KIDS	C6041	6	II	F
2026-07-10	JOHNSON	SHAWANNA	S	TARTAN, JOHN ES	345	ECSE Autism-KIDS	C6041	6	II	F
2026-06-25	JOHNSON	SHAWANNA	S	TARTAN, JOHN ES	345	ECSE Autism-KIDS	C6041	6	II	F
2026-06-10	JOHNSON	SHAWANNA	S	TARTAN, JOHN ES	345	ECSE Autism-KIDS	C6041	6	II	F
2026-05-22	JOHNSON	SHAWANNA	S	TARTAN, JOHN ES	345	ECSE Autism-KIDS	C6041	6	II	F
2026-05-08	JOHNSON	SHAWANNA	S	TARTAN, JOHN ES	345	ECSE Autism-KIDS	C6041	6	II	F
2026-04-24	JOHNSON	SHAWANNA	S	TARTAN, JOHN ES	345	ECSE Autism-KIDS	C6041	6	II	F
2026-04-10	JOHNSON	SHAWANNA	S	TARTAN, JOHN ES	345	ECSE Autism-KIDS	C6041	6	II	F
2026-03-25	JOHNSON	SHAWANNA	S	TARTAN, JOHN ES	345	ECSE Autism-KIDS	C6041	6	II	F
2026-03-10	JOHNSON	SHAWANNA	S	TARTAN, JOHN ES	345	ECSE Autism-KIDS	C6041	6	II	F
2026-02-25	JOHNSON	SHAWANNA	S	TARTAN, JOHN ES	345	ECSE Autism-KIDS	C6041	6	II	F
2026-02-10	JOHNSON	SHAWANNA	S	TARTAN, JOHN ES	345	ECSE Autism-KIDS	C6041	6	II	F
2026-01-23	JOHNSON	SHAWANNA	S	TARTAN, JOHN ES	345	ECSE Autism-KIDS	C6041	6	II	F
2026-01-09	JOHNSON	SHAWANNA	S	TARTAN, JOHN ES	345	ECSE Autism-KIDS	C6041	6	II	F
2025-12-19	JOHNSON	SHAWANNA	S	TARTAN, JOHN ES	345	ECSE Autism-KIDS	C6041	6	II	F
2025-12-10	JOHNSON	SHAWANNA	S	TARTAN, JOHN ES	345	ECSE Autism-KIDS	C6041	6	II	F
2025-11-25	JOHNSON	SHAWANNA	S	TARTAN, JOHN ES	345	ECSE Autism-KIDS	C6041	6	II	F
2025-11-10	JOHNSON	SHAWANNA	S	TARTAN, JOHN ES	345	ECSE Autism-KIDS	C6041	6	II	F
2025-10-24	JOHNSON	SHAWANNA	S	TARTAN, JOHN ES	345	ECSE Autism-KIDS	C6041	6	II	F
2025-10-10	JOHNSON	SHAWANNA	S	TARTAN, JOHN ES	345	ECSE Autism-KIDS	C6041	6	II	F
2025-09-25	JOHNSON	SHAWANNA	S	TARTAN, JOHN ES	345	ECSE Autism-KIDS	C6041	6	II	F
2025-09-10	JOHNSON	SHAWANNA	S	TARTAN, JOHN ES	345	ECSE Autism-KIDS	C6041	6	II	F
2025-08-25	JOHNSON	SHAWANNA	S	TARTAN, JOHN ES	345	ECSE Autism-KIDS	C6041	6	II	F
2025-08-08	JOHNSON	SHAWANNA	S	TARTAN, JOHN ES	345	ECSE Autism-KIDS	C6041	5	I	F
2025-07-25	JOHNSON	SHAWANNA	S	LONG, WALTER V. ES	223	AUTISM	C6040	5	I	F
2025-07-10	JOHNSON	SHAWANNA	S	LONG, WALTER V. ES	223	AUTISM	C6040	5	I	F
2025-06-25	JOHNSON	SHAWANNA	S	LONG, WALTER V. ES	223	AUTISM	C6040	5	I	F
2025-06-10	JOHNSON	SHAWANNA	S	LONG, WALTER V. ES	223	AUTISM	C6040	5	I	F
2025-05-23	JOHNSON	SHAWANNA	S	LONG, WALTER V. ES	223	AUTISM	C6040	5	I	F
2025-05-09	JOHNSON	SHAWANNA	S	LONG, WALTER V. ES	223	AUTISM	C6040	5	I	F
2025-04-25	JOHNSON	SHAWANNA	S	LONG, WALTER V. ES	223	AUTISM	C6040	5	I	F
2025-04-10	JOHNSON	SHAWANNA	S	LONG, WALTER V. ES	223	AUTISM	C6040	5	I	F
2025-03-25	JOHNSON	SHAWANNA	S	LONG, WALTER V. ES	223	AUTISM	C6040	5	I	F
2025-03-10	JOHNSON	SHAWANNA	S	LONG, WALTER V. ES	223	AUTISM	C6040	5	I	F

Posted Date	Last Name	First Name	M.I.	School	School ID	Job Class	Job Class ID	Step	Grade	Cat
2025-02-25	JOHNSON	SHAWANNA	S	LONG, WALTER V. ES	223	AUTISM	C6040	5	I	F
2025-02-10	JOHNSON	SHAWANNA	S	LONG, WALTER V. ES	223	AUTISM	C6040	5	I	F
2025-01-24	JOHNSON	SHAWANNA	S	LONG, WALTER V. ES	223	AUTISM	C6040	5	I	F
2025-01-10	JOHNSON	SHAWANNA	S	LONG, WALTER V. ES	223	AUTISM	C6040	5	I	F
2024-12-20	JOHNSON	SHAWANNA	S	LONG, WALTER V. ES	223	AUTISM	C6040	5	I	F
2024-12-10	JOHNSON	SHAWANNA	S	LONG, WALTER V. ES	223	AUTISM	C6040	5	I	F
2024-11-25	JOHNSON	SHAWANNA	S	LONG, WALTER V. ES	223	AUTISM	C6040	5	I	F
2024-11-08	JOHNSON	SHAWANNA	S	LONG, WALTER V. ES	223	AUTISM	C6040	5	I	F
2024-10-25	JOHNSON	SHAWANNA	S	LONG, WALTER V. ES	223	AUTISM	C6040	5	I	F
2024-10-10	JOHNSON	SHAWANNA	S	LONG, WALTER V. ES	223	AUTISM	C6040	5	I	F
2024-09-25	JOHNSON	SHAWANNA	S	LONG, WALTER V. ES	223	AUTISM	C6040	5	I	F
2024-09-10	JOHNSON	SHAWANNA	S	LONG, WALTER V. ES	223	AUTISM	C6040	5	I	F
2024-08-23	JOHNSON	SHAWANNA	S	LONG, WALTER V. ES	223	AUTISM	C6040	5	I	F
2024-08-09	JOHNSON	SHAWANNA	S	LONG, WALTER V. ES	223	AUTISM	C6040	4	I	F
2024-07-25	JOHNSON	SHAWANNA	S	LONG, WALTER V. ES	223	AUTISM	C6040	4	I	F
2024-07-10	JOHNSON	SHAWANNA	S	LONG, WALTER V. ES	223	AUTISM	C6040	4	I	F
2024-06-25	JOHNSON	SHAWANNA	S	LONG, WALTER V. ES	223	AUTISM	C6040	4	I	F
2024-06-10	JOHNSON	SHAWANNA	S	LONG, WALTER V. ES	223	AUTISM	C6040	4	I	F
2024-05-24	JOHNSON	SHAWANNA	S	LONG, WALTER V. ES	223	AUTISM	C6040	4	I	F
2024-05-10	JOHNSON	SHAWANNA	S	LONG, WALTER V. ES	223	AUTISM	C6040	4	I	F
2024-04-25	JOHNSON	SHAWANNA	S	LONG, WALTER V. ES	223	AUTISM	C6040	4	I	F
2024-04-10	JOHNSON	SHAWANNA	S	LONG, WALTER V. ES	223	AUTISM	C6040	4	I	F
2024-03-25	JOHNSON	SHAWANNA	S	LONG, WALTER V. ES	223	AUTISM	C6040	4	I	F
2024-03-08	JOHNSON	SHAWANNA	S	LONG, WALTER V. ES	223	AUTISM	C6040	4	I	F
2024-02-23	JOHNSON	SHAWANNA	S	LONG, WALTER V. ES	223	AUTISM	C6040	4	I	F
2024-02-09	JOHNSON	SHAWANNA	S	LONG, WALTER V. ES	223	AUTISM	C6040	4	I	F
2024-01-25	JOHNSON	SHAWANNA	S	LONG, WALTER V. ES	223	AUTISM	C6040	5	II	F
2024-01-10	JOHNSON	SHAWANNA	S	LONG, WALTER V. ES	223	AUTISM	C6040	5	II	F
2023-12-15	JOHNSON	SHAWANNA	S	LONG, WALTER V. ES	223	AUTISM	C6040	5	II	F
2023-12-08	JOHNSON	SHAWANNA	S	LONG, WALTER V. ES	223	AUTISM	C6040	5	II	F
2023-11-22	JOHNSON	SHAWANNA	S	LONG, WALTER V. ES	223	AUTISM	C6040	5	II	F
2023-11-09	JOHNSON	SHAWANNA	S	LONG, WALTER V. ES	223	AUTISM	C6040	5	II	F
2023-10-25	JOHNSON	SHAWANNA	S	LONG, WALTER V. ES	223	AUTISM	C6040	5	II	F
2023-10-10	JOHNSON	SHAWANNA	S	LONG, WALTER V. ES	223	AUTISM	C6040	5	II	F
2023-09-25	JOHNSON	SHAWANNA	S	LONG, WALTER V. ES	223	AUTISM	C6040	5	II	F
2023-09-08	JOHNSON	SHAWANNA	S	LONG, WALTER V. ES	223	AUTISM	C6040	5	II	F
2023-08-25	JOHNSON	SHAWANNA	S	LONG, WALTER V. ES	223	AUTISM	C6040	5	II	F
2023-08-10	JOHNSON	SHAWANNA	S	LONG, WALTER V. ES	223	AUTISM	C6040	5	II	F