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STATE OF NEVADA

GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

CLYDE SMITH, Complainant, v. CLARK COUNTY EDUCATION ASSOCIATION; CLARK COUNTY SCHOOL DISTRICT, Respondents	Case No.: 2026-007 **CLARK COUNTY EDUCATION ASSOCIATION'S MOTION TO DISMISS**

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 technial 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

Complaint merely cites out of context language from the 2025-2027 Negotiated Agreement ("Agreement" or "Contract") between CCEA and the Clark County School District ("CCSD" or "District"), and jumps to legal conclusions with zero specificity as to what happened and which individuals were involved so as to give rise to allegations of prohibited practices. Although CCEA acknowledges that the Board construes pleadings in a liberal fashion, *Bybee and Gingell v. White Pine Co. Sch. Dist, et. al.*, EMRB #724 at 3 (2010); citing NAC 288.235, the procedural defects at issue in Mr. Smith's Complaint should not be overlooked as they prejudice CCEA's substantial right in appropriately responding to allegations of a prohibited practice.

Despite the insufficiency of Mr. Smith's pleadings, CCEA can affirm that it represented Mr. Smith fairly and in a manner that was free from arbitrary, discriminatory, or bad faith conduct. Mr. Smith is merely dissatisfied with the outcome of such representation in that he has not received a new salary placement on the Professional Salary Table ("PST") that he is not entitled to. CCEA possesses an extensive written record of communications with Mr. Smith demonstrating that it investigated his issues and offered him diligent assistance in getting his salary placement advanced to the next column on the PST via the Professional Growth System ("PGS"). Complainant during this time has failed to take advantage of mechanisms found in the Agreement that may have increased his pay, despite multiple offers of assistance from CCEA.

Complainant's arguments for a salary adjustment lacked merit as he is appropriately placed on the PST and had the correct amount of college coursework applied towards a column advancement. CCEA communicated good faith rationale multiple times to Mr. Smith detailing why his interpretation of the Negotiated Agreement lacked foundation in the context of the Agreement's language, the bargained-for PGS Reference Guide, and mutual understandings between the Association and CCSD. Exclusively through the inaction of Mr. Smith, and not via

any misconduct on the part of CCEA, the timelines on any grievance both challenging Mr. Smith's salary placement and the denial of certain completed college coursework towards a PGS column advancement have long passed under the parameters of the Agreement. Complainant can proffer no evidence that comes even close to probable cause pursuant to NAC 288.375(1) that CCEA violated its duty of fair representation.

This Board has long held that the duty of fair representation is interpreted narrowly in order to allow for a union the discretion to act in the best interests of all the employees it represents. *Crom v. Las Vegas Clark County Library District and Teamsters Local 14*, EMRB #752E at 5 (2013); *Vakil v. Clark County, et. al*, EMRB #768A at 8 (2013). This Board has also long held that where a union declines to process a grievance based on a good faith determination of the merits of this case, there is no breach of its duty of fair representation. *Asch v. Clark County Sch. Dist. and Clark County Classroom Teachers Ass'n.*, EMRB #314 at 3. Cases with fact patterns such as Complainant's, where the union has conducted the prerequisite minimal investigation, made a good faith determination into the merits of the case, and based on this good faith determination, declined to process a grievance, have long been settled by the board as not constituting a violation of the union's duty of fair representation, making this Complaint "spurious or frivolous" under NAC 288.375(5). CCEA has not committed any prohibited practice under NRS 288, and the Board should dismiss Mr. Smith's Complaint with prejudice.

II. STATEMENT OF FACTS

Complainant is a licensed employee at CCSD. He initially was hired at CCSD as a licensed employee on October 1, 2015, however, he left the bargaining unit to become a substitute teacher on December 12, 2019.[1] He returned to the licensed employee bargaining unit

[1] Substitute teachers are not a part of CCEA's bargaining unit and are accordingly not covered by the Negotiated Agreement.

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

CCEA and CCSD bargained for the Professional Growth System ("PGS") in 2015, and its provisions have been included in every successive Contract between the parties, including the current Agreement. *Id.* The purpose of the PGS is to serve as a means of incentivizing employees **currently covered under the Contract** to improve their teaching practices and expand their skillsets in order to increase a single column on the PST. Exhibit B. When an employee accumulates 225 "contact units" ("CUs"), their salary placement will move a single column to

the right on the PST if their CUs have been approved by CCSD's PGS Department. Exhibit A. For example, an employee, who was originally placed in Column II on the PST, will move to Column III upon the accumulation of 225 CUs. *Id.* The PGS Reference Guide, as negotiated by both CCEA and CCSD, serves as an addendum to the Negotiated Agreement and entails all activities for which an employee can receive CUs. Exhibit C attached hereto. The completion of college coursework and the earning of degrees which are relevant to the duties performed by the employee can earn them CUs that contribute to a column advancement. *Id.* 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, as they are not covered by the Contract until they become employees. Exhibit B. This includes employees who were originally in the bargaining unit, but left and returned. *Id.*

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

availability of this process, the required documentation, and relevant deadlines repeatedly through mass email communications. Exhibit D attached hereto.

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

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

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

Months later, on March 6, 2026, Complainant contacted Ms. McMillin again, claiming that a coworker of his received 296 CUs from CCSD "for the exact same classes I submitted" and attached her transcripts and CU submissions. *Id.* The same day, he had emailed the PGS Department, copying Ms. McMillin and arguing that he should receive CUs for the courses he

obtained prior to his start date with the District on the allegations that other employees had received CUs for the same coursework and that the courses he took were necessary to maintain licensure. Exhibit G. CCSD's PGS Department replied the same day explaining that "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 while 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 potential errors are addressed." *Id.*

After examining this information, Ms. McMillin spoke with Mr. Smith on the phone on March 6, 2026 and explained to him that the information stated by the District in the above email was in conformity with the longstanding agreement between the parties that employees cannot receive CUs for courses they took prior to their start date with CCSD. *Id.* Upon further review of the information submitted by Mr. Smith, this other employee had received a single column advancement from Column I to Column II pursuant to the PGS. Exhibit H attached hereto.[3] Their start date with CCSD was February 22, 2021, and they had taken courses pursuant to UNLV's ARL program from Fall 2020 through Fall 2022. *Id.* Like Complainant, this individual also only received CUs for coursework taken after their start date with the district as a licensed employee, having received CUs for courses taken from the Spring 2021 through Fall 2022 semesters, but not for the courses taken in the Fall 2020 semester because they were taken prior to their

February 22, 2021 start date. Exhibit G. Nonetheless, Ms. McMillin noted to Complainant that she would confirm that this practice is still the case with Brenda Pearson, CCEA's Director of Strategic Policy Initiatives, and one of the creators of the PGS. *Id.* In another email the same day, Complainant stated to Ms. McMillin that "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" and asked if it "may be appropriate to pursue the grievance process." Exhibit F. Ms. McMillin continued to investigate Mr. Smith's alleged issue by following up with her verbal promise to him and contacting Dr. Pearson over email on March 6, 2026, who confirmed that Mr. Smith's arguments were incorrect and that "The PGS Department will reject any time before they started with CCSD." Exhibit G. Ms. McMillin had also asked him what dates he had taken the Summer 2020 CIS 684 course at UNLV that was reflected on his transcript to ascertain whether he was properly denied CUs for this course considering that his start date was July 29, 2020. *Id.* Mr. Smith never responded. *Id.*

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

[3] The name and other sensitive information of this employee is redacted to preserve their identity and privacy.

McMillin immediately pointed out that he left the bargaining unit to become a substitute teacher, and therefore was not covered by the Agreement until July 29, 2020. Exhibit F. Mr. Smith argued that because the Agreement did not explicitly state that an employee could not earn CUs prior to their start date with the District, he was entitled to the CUs. *Id.* Ms. McMillin reaffirmed CCEA's longstanding position by texting "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." *Id.* She also offered to give him the contact information of Dr. Pearson if he still disagreed with her, and texted him her email address. *Id.* Mr. Smith proceeded to incorrectly claim that the PGS Reference Guide is "not part of the negotiated agreement," which Ms. McMillin refuted by stating that the Guide is an extension of the Contract, and again explaining that "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." *Id.* Complainant proceeded to cite language from Article 26-8-3 of the Agreement, and Ms. McMillin explained that that provision is irrelevant here because Article 26-8 pertains to initial salary placement, not advancement pursuant to the PGS. *Id.* Mr. Smith also stated that he had "escalated this to HR for clarification based on contract language." *Id.*

The same day, on March 25, 2026, Ms. McMillin was copied on an email from Complainant reiterating much of his same argument. Exhibit G. Notably, on this same email chain, dated March 9, 2026, CCSD's PGS Department explained to Mr. Smith much of the same of what CCEA had been telling him up to this point; that "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…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." Exhibit G. On March 26, 2026, the text exchange between Ms. McMillin and Mr. Smith continued, with Mr. Smith continuing to argue that the PGS Reference Guide is non-binding and unilateral, claiming that she provided him with no contract language justifying her position. Exhibit F. Ms. McMillin proceeded to reference the Contract directly, pointed out that it is an addendum to the Agreement, and sent him a picture of Article 26-3-1, which provides that "CUs may be earned only as provided in the PGS Reference Guide." *Id.*; Exhibit A.

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

Mr. Smith and Ms. McMillin's texting continued into March 27, 2026, and Ms. McMillin expressed concern that he was conflating initial salary placement with the PGS, asking him to call her if he would like to talk about his initial salary placement. Exhibit F. Ms. McMillin made it clear that this was CCEA's stance on a long-standing agreement with CCSD on the PGS and

CU accrual. Exhibit F. She clarified to him that if he was seeking to be placed in Column IV, that he cannot simply be re-placed on the PST, and would have needed to complete a SRAP submission. *Id.* However, Ms. McMillin noted that "It looks like you did not initially submit all documentation needed in relation to that process." *Id.* Indeed, Mr. Smith began the SRAP survey for both Phase I and Phase II, but he submitted none of the required documentation to be eligible for a salary review, despite near monthly reminders since August 2025 from both CCEA and CCSD. Exhibit D; Exhibit I attached hereto. On March 30, 2026, Mr. Smith again sent an email to Mr. Vellardita threatening to file an EMRB complaint if the Association did not acquiesce to his demands and renege on a decade-long understanding with CCSD. Exhibit G. Article 4-5(a) of the Negotiated Agreement provides that if an employee wishes to file a grievance under the Contract, they must file "not later than thirty (30) days after the grievant first knew of the act or condition upon which the grievance is based." Exhibit A. This Complaint follows.

III. MEMORANDUM OF POINTS AND AUTHORITIES

NAC 288.375(1) and (5) dictate that the Board may dismiss a Complaint if: "no probable cause exists for the complaint;" or the complaint is "spurious or frivoulous" or presents issues that have already been decided by the Board. Here, dismissal of this Complaint with prejudice as it pertains to CCEA is warranted because, aside from severe technical deficiencies and vague pleadings that prejudice CCEA's substantial rights in responding to Complainant's allegations, Mr. Smith is unable to demonstrate probable cause that the Association, throughout its diligent representation of him, or in declining to process an untimely grievance that would have undermined both a decade-long understanding between CCEA and CCSD, and the integrity of the PGS, violated its duty of fair representation. This Board knows that a union does not violate its duty of fair representation when it investigates an employee's issue, and based on this

investigation, finds no merit in the issue and therefore declines to process a grievance. Thus, any legal questions raised by Mr. Smith's Complaint have already been long settled by Board precedent, making this action "spurious or frivolous." NAC 288.375(5). The Board should accordingly dismiss this Complaint with prejudice.

A. Mr. Smith's Complaint does not conform to the requirements of NAC 288 and prejudices the substantial rights of CCEA.

NAC 288.200(1) dictates that a complaint must include: "(c) A clear and concise statement of the facts constituting the alleged practice sufficient to raise a justiciable controversy under chapter 288 of NRS, including the time and place of the occurrence of the particular acts and the names of persons involved." The purpose of NAC 288.200 is "to require the complainant to furnish respondent with sufficient information to enable the latter to determine the basis for the complaint and to prepare a defense against same, requirements which are fundamental to due process." *Clark County Public Emps. Assoc. v. Housing Auth. of Las Vegas*, EMRB #270 at 7-8 (1991). All written documents filed with the Board must "satisfy the requirements set forth in NAC 288.231." NAC 288.070. All pleadings filed with the Board, "including, without limitation, a complaint… must… (g) Set forth a clear and concise statement of the matters relied upon as a basis for the action or relief requested and an appropriate prayer," and "(i) be firmly bound together at the upper-left hand corner of the document NAC 288.231(1). "The lines on each page of the pleading must be numbered consecutively on the left margin," and each page of the pleading must "Be numbered consecutively at the bottom of the page." NAC 288.231(2). "Pleadings, motions and other papers will be liberally construed, and any defects which do not affect substantial rights of any party may be disregarded by the Board." NAC 288.235.

While the Board often ignores procedural defects in complaints which do not affect the substantial rights of the respondent, *Simo v. City of Henderson and Henderson Police Officers Ass'n.*, EMRB #796 (2014), it can and has in the past dismissed complaints containing pleadings that have failed to measure up to the "clear and concise" standard articulated by NAC 288.200 if such defects prejudice the substantial rights of the respondent. *Int. Union of Operating Enginners Local 501 v. Univ. Med. Center, et. al.*, EMRB #842 (2019); *Daniel, et. al. v. Educ. Support Emps. Assoc.*, EMRB #767 (2011).

Here, the vagueness of Mr. Smith's Complaint **has** prejudiced the substantial due process rights of CCEA in that it has failed to provide the Association with a basis for determining the circumstances and facts upon which the Complaint is based and mounting a defense against said Complaint. Despite NAC 288.200(1) requiring the Complaint to include the "time and place of the occurrence of the particular acts and the names of the persons involved," Mr. Smith's Complaint mentions no specific dates or persons involved with either CCEA or CCSD that form the basis of his Complaint. Comp. Aside from confusing and conclusory allegations, he mentions no specific acts or dates in which CCEA "used PGS incorrectly," "failed to investigate," "failed to cite contract language," engaged in "arbitrary conduct," "discouraged representation," or otherwise acted in "bad faith." *Id.* at 4-5. No individuals are named to assist CCEA in deciphering what violations of NRS 288 allegedly occurred that would form the basis of his Complaint. *Id.* There is no "clear and concise statement of the matters relied upon as a basis for the action or relief requested" as mandated by NAC 288.231(1)(g); merely out of context quotes from the Negotiated Agreement and conclusory statements that CCEA violated its duty of fair representation. *Id.* When CCEA received the Complaint through certified mail, it was not bound at the upper left hand corner, not numbered consecutively at the bottom of each page, and did not

have any consecutively numbered lines as required by NAC 288.231. Even the complainant in *SEIU Local 1107 v. Clark County* was able to form some sort of specific action which formed the basis of an alleged prohibited practice in the employer ceasing the past practice of granting pay increases to employees, and the Board still dismissed SEIU's complaint. EMRB #469 at 1. (2000). In the case at hand, Mr. Smith has not even alleged a **specific action** that could remotely constitute a prohibited practice under NRS 288.270. While the Board has indeed often overlooked minor defects and applied a liberal construction of pleadings, there needs to be some sort of limit to how vague these pleadings can be, especially when they interfere with the respondent's ability to appropriately respond to a specific set of facts, dates, and/or persons that would form the basis of said complaint. In light of these unusually vague and conclusory pleadings prejudicing CCEA's substantial due process rights in effectively responding to this Complaint in an informed manner, the Board should draw a line at Mr. Smith's plainly insufficient pleadings, and dismiss this Complaint with prejudice.

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

Even if the Board elects to overlook this Complaint's pleading deficiencies, the Board should still dismiss this Complaint against CCEA with prejudice because no probable cause, and in fact, no evidence, exists that could establish that CCEA violated its duty to fairly represent Mr. Smith. An employee organization has a duty under NRS 288 to fairly represent employees in the bargaining unit. *Vos v. City of Las Vegas and Las Vegas Peace Officers* Association, EMRB #749 at 10 (2014); citing *Rosequist v. International Ass'n of Firefighters Local 1908*, 49 P.3d 651 (Nev. 2002). However, the Board has long held that "a breach of an employee organization's statutory duty of fair representation to members of the bargaining unit occurs **only** when the union's conduct toward said members is arbitrary, discriminatory, or in bad faith." *Asch*, EMRB

#314 at 3; citing *Vaca v. Sipes*, 386 U.S. 171, 191 (1967). A union's duty of fair representation is construed narrowly to allow a union the discretion to act in what it perceives to be the best interests of who it represents. *Crom*, EMRB #752E at 5; citing *Galindo v. Stoody Co.*, 793 F.2d 1502, 1514 (9th Cir. 1986); *Peterson v. Kennedy*, 771 F.2d 1244, 1253 (9th Cir. 1985); citing *Ford Motor Co. v. Huffman* 345 U.S. 330, 337-38 (1953).

The duty of fair representation also extends to the union's handling and processing of grievances, forbidding such organizations from processing an employee's grievance in an "arbitrary or perfunctory manner." *George v. Las Vegas Police Protective Ass'n Metro, Inc.*, EMRB #485A at 6 (2001); citing *Tenorio v. NLRB*, 680 F.2d 598 (9th Cir. 1982). Such a duty typically requires that the union conduct some sort of "minimal investigation" of the employee's grievance or potential issue. *George*, EMRB #485A at 6. "Union conduct that shows an egregious disregard for the rights of union members constitutes a breach of the duty of fair representation." *Id.*

However, to be compliant with its duty of fair representation, a union need not process every grievance brought to its attention. *Id.*; citing *Tuma v. American Can Co.*, 373 F. Supp. 218, 224 (D. NJ. 1974). This Board has held that "Because a union balances many collective and individual interests in deciding whether and to what extent it will pursue a particular grievance, courts should accord **substantial deference** to a union's decisions regarding such matters." *Woodard v. Sparks Police Protective Ass'n*, EMRB #853A at 3 (2020); citing *Peterson*, 771 F.2d at 1253. In fact, a union possesses an **obligation** to "not assert or press grievances which it believes in good faith do not warrant such action." *Tuma*, 373 F. Supp. at 225; citing *Bazarte v. United Transportation Union*, 429 F.2d 868, 872 (3rd Cir. 1970). "Any substantive examination of a union's performance must be highly deferential, recognizing the wide latitude negotiators

need for the effective performance of their bargaining responsibilities." *Airline Pilots Ass'n v. O'Neill*, 499 U.S. 65, 78 (1991). A union who opts against pursuing an employee's grievance based on the case lacking merit after at least some sort of investigation almost always fulfills its duty of fair representation. *Orphan v. Furnco Construction Corp.*, 325 F. Supp. 1220, 1222 (N.D. Ill. 1971) ("Where a union makes a good faith determination that a grievance has not been filed in a timely manner or lacks merit, no breach of the duty to represent occurs").

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

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

Here, Complainant possesses no basis for which CCEA can be said to have acted so far outside a wide range of reasonableness that it is wholly irrational or arbitrary as it pertains to its representation of him. At every step of the process, CCEA diligently represented Mr. Smith. Like with the victorious union in *Vos*, which thoroughly investigated the matter, and made a rational "business decision" against processing the employee's grievance based on both the contract **and** communicated understandings with the employer, Ms. McMillin assisted Complainant to the best of her ability, thoroughly investigated his issue pertaining to the denial of CUs for coursework completed prior to his start date with CCSD as a licensed employee, and rationally declined to process a grievance based on this investigation, the Negotiated Agreement, and the longstanding past practice between CCEA and CCSD that coursework completed prior to an employee's hire date would not be eligible for CUs. Ms. McMillin had been assisting Mr. Smith on his PGS and salary-related questions since August 2024. Exhibit F. Whenever Mr. Smith possessed a

question, she answered. Exhibit F. When Mr. Smith asked Ms. McMillin how he could go about receiving the "raise" associated with receiving his Master's in Education, she immediately met with him to walk him through the entire PGS process and instructed him on how to submit his activities for CU credit. *Id.* When Mr. Smith on October 30, 2025 expressed to Ms. McMillin concerns that he had not received his "raise" yet for completing the ARL program, and expressed that others had, Ms. McMillin investigated his issue by clarifying if he had submitted the minimum 225 CUs needed for a column advancement under the PGS, and offered to inquire further with CCSD's PGS Department into why he had not received a column advancement. *Id.* Complainant refused this assistance and stated "I will wait a little longer. Thank you." *Id.*

Mr. Smith did not reach back out to Ms. McMillin on this issue until March 6, 2026, where she proceeded to have a phone call with Mr. Smith so he could explain the problem in greater detail. *Id.* Ms. McMillin further investigated the issue by examining the emails that were forwarded to her by Complainant, examining the Negotiated Agreement and PGS Reference Guide, and inquiring with Dr. Pearson on whether the understanding with CCSD is still that employees cannot earn CUs for activities completed prior to their start date or return date with CCSD in this bargaining unit. Exhibit G. Mr. Smith sent over the information of one other employee who he claimed received CUs for "the same coursework" during the same time periods. Exhibit F. Upon investigation, it turned out that this employee did receive a column advancement from Column I to Column II on the PST via the PGS, but they were not placed in Column IV (Master's degree). Exhibit H. CCEA determined that this employee, like Mr. Smith, received their CUs in line with the Negotiated Agreement and past practice since they also did not receive CUs for courses completed prior to their February 22, 2021 start date with CCSD as a licensed employee. *Id.* This individual simply completed more coursework after their start date

with CCSD as a licensed employee **covered by the Contract** than Mr. Smith did. Dr. Pearson also investigated Mr. Smith's issue and determined that the District's argument that CUs cannot be earned by an employee prior to their start date with the district is correct and in conformity with a longstanding past practice. Exhibit B. After a thorough investigation by CCEA, it made the rational determination that any grievance that Mr. Smith would want the Association to file on his behalf would lack merit and go against roughly ten years of agreed upon precedent with the District, not out of any fear of repercussion by the District, but through common sense and arms-length negotiations, and accordingly declined to do so. Exhibit F.

Mr. Smith is simply wrong. The PGS is not a unilateral document that contradicts the Contract. It is, per Article 26 of the Negotiated Agreement, an extension of and addendum to the Contract. Exhibit A. Article 26-3-1 plainly states that "CUs may be earned only as provided in the PGS Reference Guide." *Id.* This Board itself also settled this question nine years ago in *Clark County Educ. Ass'n v. Clark County Sch. Dist.*, where it held that CCSD was estopped from enacting unilateral changes to the PGS Reference Guide, in part, because it concerned direct monetary compensation, a mandatory subject of bargaining under NRS 288.150(2)(a). EMRB #824 at 15 (2017). Since this Board's decision, CCEA and CCSD have operated on the mutual understanding that the requirements surrounding the accrual of CUs in the PGS Reference Guide cannot be altered except by mutual agreement between the parties. Exhibit B. While there is no explicit language in the Negotiated Agreement stating that an employee cannot earn CUs prior to their start date with CCSD as a licensed employee, this is not only a common sense interpretation given that employees are not covered by the Contract until they actually become employees, but it is also the product of an understanding between CCEA and CCSD that has lasted for as long as the PGS has been bargained for. *Id.* It is a standard practice in labor relations for the parties to a

CBA to agree on practices without it being mentioned explicity in the contract. This is especially true with the PGS Reference Guide, a complicated and comprehensive document that has been carefully bargained for by CCEA and CCSD for over a decade. To hold otherwise, a position that Complainant appears to argue, would turn the Negotiated Agreement into a "massive and unwieldy treatise" that the Supreme Court in *Marquez* warned against. *Marquez,* 525 U.S. at 47. Furthermore, CCEA and CCSD possess an understanding that CUs should not be frivolously awarded to employees so as to preserve the integrity of the PGS. Exhibit B. CCEA has a substantial interest in preserving the integrity of the PGS because each negotiations cycle it has had to justify the continued accrual of these CUs by employees, and does not want to give CCSD rationale to eliminate the PGS in future bargaining cycles. If this happens, CU accrual and column advancements for **all employees** could be jeopardized, which would be disastrous for CCEA's entire bargaining unit, especially in the face of worsening economic conditions. So, in relation to Complainant, CCEA took the non arbitrary, rational position to not advocate via a meritless grievance that one employee should receive CUs for activities completed prior to their start date with the District as a licensed employee in the interests of both maintaining a credible negotiating position with the District in future bargaining cycles, and in the interests of preserving the PGS for the entire bargaining unit, a reasonable judgment call that is well within the Association's discretion.

Mr. Smith appears to misunderstand the difference between the Negotiated Agreement's initial salary placement and PGS provisions, a distinction explained to him by Ms. McMillin multiple times. Exhibit F. Unless an employee was to have applied to and been approved for a salary adjustment pursuant to SRAP, any degree they earn will not be used for their initial placement upon hire on the PST unless the coursework that earned the employee the degree was

completed prior to their hire date. Exhibit B. Otherwise, the employee will have to use the degree and accompanying coursework towards a column advancement. *Id.* In the situation at hand, Mr. Smith returned to CCSD as a licensed employee on July 29, 2020, and he did not have his Master's degree conferred until August of 2024. Exhibit E. So, to advance on the PST with his Master's degree and accompanying coursework, he needed to have either submitted for a salary advancement under SRAP and/or used the coursework taken to earn the degree to accrue CUs for a column advancement under the PGS. Exhibit B. Mr. Smith submitted this information through ELMS and received the appropriate 200 CUs in 2024, with Ms. McMillin's assistance. Exhibit F. In his Complaint, he selectively quotes Article 26-8-3-7 of the Negotiated Agreement as authority that in his opinion mandates re-placement on the PST. Comp. at 3. However, this contract provision, when read in its entirety, reads nothing close to what Complainant is arguing. The provision in its entirety reads: "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." Exhibit A. This provision only provides that employees' degrees must be relevant to their duties in order for the degree to count towards either their initial salary placement or towards a column advancement; in no way does this provision mandate placement into a new column on the PST. *Id.*

Ms. McMillin attempted to clarify Mr. Smith's misunderstandings and explain to him why he was incorrect multiple times. Exhibit F. After a thorough investigation and representation of Mr. Smith via assisting him in receiving CUs and navigating the PGS, holding meetings with him, and double-checking with Dr. Pearson, Ms. McMillin held firm on CCEA's rational, non arbitrary, and longstanding practice with CCSD that CUs cannot be accrued by the employee

until they are covered under the Contract, and declined to process a grievance. Exhibit F. Such a decision was a rational, judgment-based decision on the assessment of the merits.

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

It is also important to note that even if CCEA had entertained a grievance for Mr. Smith, such a grievance would have been untimely under the Negotiated Agreement. Article 4-5(a) of the Agreement dictates that an employee has "thirty (30) days after the grievant first knew of the act or condition upon which the grievance is based." Exhibit A. If Mr. Smith believed that the earning of his Master's Degree automatically entitled him to placement in the Master's Column, a deadline surrounding a grievance challenging this lack of a re-placement on the PST would

have triggered when he found out he only received 200 CUs for his degree, which would have began sometime in the 2024-2025 school year because he submitted for the CUs sometime around August or September of 2024. Exhibit F. Regarding the denial of CUs for the coursework Complainant completed prior to his start date with CCSD as a licensed personnel, he again was likely aware of his claimed violation sometime in the 2024-2025 school year when he was given 200 CUs that year, and not his submitted-for 296 CUs. *Id.* Even if Complainant did not become aware of a PGS-related grievance in the 2024-2025 school year, he at the latest was aware of this issue on October 30, 2025, where he complained to Ms. McMillin that he had not "received the raise associated with completing the ARL program." *Id.* Complainant cannot now claim that he was not talking about the PGS; as in the same text chain on the same day, he wrote that he "submitted the education via PGS a year ago," and that other educators received raises through the PGS. *Id.* Notably, on November 3, 2025, he declined Ms. McMillin's offer to escalate the matter to CCSD's PGS Department, opting to "wait a little longer." *Id.* He did not reach back out to CCEA on this issue until **four months later**. With this clear discovery of an alleged violation (in his view) of the Agreement by Mr. Smith on October 30, 2025, his deadline to file a grievance, per Article 4-5(a)'s 30-day timeline[4], would have been, at the latest, **December 18, 2025**. So, by the time Complainant began demanding that CCEA file a meritless grievance that would undermine a decade-long understanding with CCSD on March 6, 2026, the timeline to file a grievance under the Agreement had long expired. Mr. Smith also could have filed an independent grievance, as it was his right to do so under Article 4-1, Exhibit A, and he seemingly implied he was going to act for himself in his emails and texts with Ms. McMillin. Exhibit F; Exhibit G. Similar to the union in *Vos*, no evidence suggests that CCEA restrained, coerced, or otherwise interfered with Complainant's ability to act for himself.

[4] The grievance timeline does not include weekends or holidays.

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

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

intent, or arbitrariness on the part of the union, and held that it exercised its discretion in good faith. *Tuma*, 373 F. Supp. at 222. The court also was persuaded that the union did the same when it decided not to process an unmeritorious grievance of a male employee. *Id.* at 224.

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

Here, Complainant does not argue in his Complaint that CCEA engaged in discrimination. He does not allege that CCEA intentionally declined to process his grievance based on a category protected under NRS 288 (race, gender, etc.). Nonetheless, no evidence exists to suggest that CCEA engaged in discrimination that is "intentional, severe, and unrelated to legitimate union objectives." Much like the union in *Tuma*, CCEA made a neutral determination to not process a grievance for Mr. Smith based on its assessment of the merits, including the Contract, past practice, and its investigation. No protected category was a factor.

To the extent Complainant alleges discrimination for personal reasons as a motive behind CCEA declining to process a grievance, he possesses no evidence of this. CCEA conducted a neutral investigation of Mr. Smith's matter, and made a determination on his situation in a purely

merit-based fashion, not upon personal reasons. When the Board identifies discrimination for personal reasons, they imagine the severe and intentional conduct committed by the union in *Fraley*, not the merit-based evaluations conducted by CCEA after an investigation into the issue. CCEA has not disfavored Mr. Smith. No grievances have been filed by CCEA on behalf of employees trying to undermine the ten year old understanding between the Association and CCSD that an employee cannot earn CUs prior to their start date with the District, and CCEA would treat a similar issue by any other employee in the exact same manner. Further, CCEA has taken no adverse action against Mr. Smith since his filing of this Complaint, like what the union contemplated doing in *Fraley*. Therefore, CCEA did not engage in discrimination.

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

Where there is no evidence of fraudulent, dishonest, or deceitful conduct by the union, it will not have acted in bad faith. *Crom*, EMRB #752E. In *Crom*, the complainant alleged that the union acted in bad faith when it declined to arbitrate his termination. *Id.* The Board held that the union conducted a good faith investigation into the merits of Crom's case, and then made a good faith "business decision" to not proceed with a grievance because they believed the case to be unwinnable based on the business agent's previous experience handling similar matters, the complainant's DUI charge, and his failure to secure insurance." *Id.* at 3. Despite the union's assessment of the poor merits of a grievance, it continued to assist Crom by making an honest effort to settle the case in line with his interests. *Id.* at 4. The Board found that the union's actions to help Crom was not consistent with bad faith conduct, and that there was no evidence of the organization interfering with the complainant's right to act for himself. *Id.* at 9-10.

In contrast, a union can be said to have acted in bad faith where it appears that union officials actively worked against the employee. A prime example of this is *Bianchi v. Roadway Express and Teamsters Local 769*. In *Bianchi*, the complainant was a steward who gave advice to another employee who was injured on the job. *Bianchi v. Roadway Express and Teamsters Local 769*, 355 NLRB 197, 198 (2010). Another union official, Marr, gave the employee incorrect advice that it was too late for him to file an on-the job injury report, while Bianchi accidentally had the employee fill out the wrong date that he was injured and hospitalized, and was terminated for dishonesty. *Id.* at 198-99. Marr and Bianchi were rivals within the union, and in fact, the two recently finished a hotly-contested election with challenges to their integrity. *Id.* Notably, the challenges had resolved 11 days before the arbitration, and Marr described Bianchi as "just a pain in the ass politically." *Id.* Marr represented Bianchi at his arbitration and deliberately failed to introduce evidence of his omission that would have been exculpatory for Bianchi's case. *Id.* The NLRB determined that the union, through Marr's conduct, acted in bad faith, as, taken in conjunction with the above circumstances, Bianchi's termination served as a convenient means for Marr to get rid of a political rival. *Id.* at 202.

Here, the circumstances in the case at hand align much more closely to the facts in *Crom* than in *Bianchi*. Like the union which conducted a good faith investigation in *Crom*, and despite the decision to not process a grievance, continued to assist the complainant pursuant to his interests, CCEA here conducted a much more thorough investigation than the "minimal" one that is required by a union under the law. *Tenorio*, 680 F.2d 598. Ms. McMillin offered and provided assistance to Mr. Smith multiple times, including spending substantial amounts of time texting, emailing, and calling him to address his questions and concerns surrounding his salary, meeting with him in 2024 to walk him through the PGS process, offering to contact the PGS Department

when he claimed he was unjustly denied 96 CUs, and ensuring that Mr. Smith had completed the UNLV course he took in the Summer 2020 semester prior to his start date with CCSD as a licensed employee to see if he was potentially owed more than 200 CUs. Exhibit F; Exhibit G. Even after Ms. McMillin made it clear to Complainant that the Association would not be processing a meritless grievance challenging his CU denials, she still offered to have a phone call with him to explain the distinctions between initial salary placement and the PGS. Exhibit F. As this Board held in *Crom*, this honest conduct on the part of CCEA in representing Mr. Smith is inconsistent with the animus of unlawful discriminatory, dishonest, and deceitful conduct. *Crom*, EMRB #752E at 8. If Ms. McMillin had intended to be dishonest and deceitful, the record of her written communications with Complainant depict an interesting way of her going about it. Further, Complainant can proffer no evidence that even comes close to the kind of dishonest and deceitful conduct that the union official in *Bianchi* committed; no evidence of a political rivalry between Mr. Smith and a CCEA official, no evidence of any lies or intentionally misleading information being told by Ms. McMillin, just good faith, honest communications on the merits of his case and offers of assistance. Accordingly, CCEA did not act in bad faith.

IV. CONCLUSION

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

DATED this 26th day of May, 2026.

Dante Dabaghian (NV Bar No. 16837)
General Counsel
Clark County Education Association
4230 McLeod Drive
Las Vegas, NV 89121
ddabaghian@ccea-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

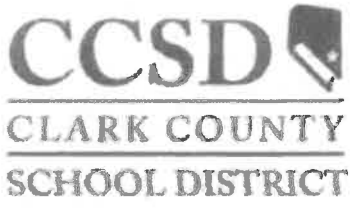
Negotiated Agreement

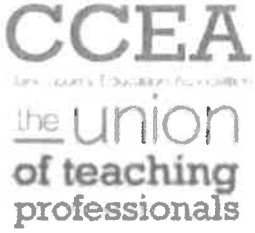
between the

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 CBA.

(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 timelines 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.

4-5 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 timelines 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.

4-6 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 The 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 fee/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 17-1-2.

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 CCEA 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, PGS Reference Guide (see addendum).

c. Professional Salary Table Column: On the PST, the columns across which those who earn contact units advance.

d. Professional Salary Table Step: On the PST, the steps by which those who earn service credit advance

e. PGS Advisory Panel (made up of representatives from CCSD and CCEA): The panel which will hear disputes related to the interpretation and implementation of the PGS advancement process.

f. NEPF: The Nevada Educator Performance Framework or any licensed personnel evaluation framework mandated by Nevada statute and/or CCSD policy (as applicable) for use during the time period of this Agreement.

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

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

a. Licensed employees may move across one column every three years consecutive, or combined, if the employee has completed 225 contact units in accordance with that individual's professional growth plan.

b. Movement to a new column on the salary schedule shall be to the next column and then one step, as part of regular step movement, down on the salary schedule. i.e., move across and one step down. No licensed employee will be eligible for more than one step movement per year, in total.

c. These provisions apply to Articles 26-2-1 and 26-2-2.

d. The process for licensed employees to move across one column pursuant to this Article shall begin in the school year 2016-2017.

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

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

a. The licensed employee remains working in a Title 1, Tier 1, or Title 1, Tier 2 school for the two years while completing 225 contact units and;

b. Title 1, Tier 1, and Title 1, Tier 2, schools as utilized in this section mean schools identified as Title 1, Tier 1, or Title 1, Tier 2, as of January of the prior school year, as determined by the Nevada Department of Education, and;

c. If the licensed employee transfers to a school that is not a Title 1, Tier 1, or Title 1, Tier 2, school, then column movement will be implemented pursuant to Article 26-6, and the employee shall notify Human Resources that he/she is moving to the three-year track column movement.

d. If the employee elects to move from a Title 1, Tier 1, and Title 1, Tier 2 school to one that is not in that category, then the contact units accumulated during the two-year time period shall apply to a three-year track column movement.

26-2-3 Master Practitioner and Leader Pathway and Employees Who Transfer to New Positions

a. Eligibility: Educators applying for participation in the Master Practitioner and Leader Pathway (MPLP) are required to have earned a Master's Degree, National Board Certification, or have completed five years of teaching experience. Additionally, all applicants must be post-probationary and can demonstrate two years of effective or highly effective evaluations.

b. Selection: Educator participation is determined through a jointly created selection process.

c. Size of Pool: Two cohorts will be offered annually with no more than twenty-five educators in each cohort participating for a total of 50 potential participating educators.

d. Population: The eligibility and selection of the MPLP candidates will be contingent upon current and maintained placement in chronically underperforming schools as annually defined by the Parties, unless no position is available within the candidate's licensure.

e. Required to Attain: Once selected, each candidate will be required to complete a four-year program. Failure to complete may result in candidates being dropped from the program. During each year, candidates will be expected to complete coursework, portfolios, and micro-credentials in the areas of high-leverage instructional practices, intentional coaching, student and staff culture, family and community partnerships, and transforming

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

f. Upon completion, the licensed employee shall be awarded the status of Master Practitioner and shall advance one column movement plus two steps, unless the salary schedule is modified and agreed upon by the parties.

g. Activities completed for the MPLP may not be utilized for the accrual of contact units for a column advancement under Article 26-2-1 or Article 26-2-2 unless the candidate fails to complete the MPLP. Candidates who fail to complete the MPLP may utilize activities completed for the MPLP for the accrual of contact units after their participation in the program ends.

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

i. Licensed employees who transfer to the following positions that require a master's degree or doctorate shall be provided with a new placement on the PST in accordance with Article 26-8:

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

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

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

a. The licensed employee shall seek informally to resolve the dispute by discussing the denial with his/her supervisor.

b. If the dispute is not resolved at that level, the licensed employee shall submit a standard appeal form to the PGS Advisory Panel. The appeal form shall include the reason(s) from the supervisor regarding why the course was not approved. This process shall be completed within two (2) weeks from the date of the submitted appeal.

c. If the dispute is not resolved at that level, the appeal form shall be addressed through the grievance and arbitration process.

d. If a licensed employee wishes to utilize the grievance and arbitration provisions of this Agreement to dispute salary placement under this provision (26-2-4), the licensed employee may do so provided that:

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

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

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

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

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

26-3 Professional Growth System

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

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

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

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

b. Recognize and reward licensed professionals who attain and demonstrate knowledge and skills that improve instructional and professional practice, and;

c. Recognize and reward improved licensed professional practices that are a factor in student learning and other student outcomes.

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

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

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

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

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

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

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

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

26-8-2 Placement of an experienced licensed employee new to the District who has not been employed as a licensed employee within the previous three school years shall be discussed no later than November 30, 2017, for determination of placement processes in future years

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

26-8-3-1 In addition to complying with Nevada Revised Statutes for placement of licensed personnel with licensed experience in the state of Nevada, the District shall credit the licensed employee with

professional growth credit for placement on the PST for any course(s) taken that is related to:

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

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

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

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

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

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

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

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

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

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

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

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

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

26-8-3-7 Only PK-20-related, advanced degrees awarded by an accredited institution recognized by the Commission on Professional Standards in Education in a field pertinent to the position and valid in their entirety for Nevada certification for level and subject taught will be recognized for advancement on the salary schedule.

26-8-3-8 Non-educational, "professional" degrees such as doctors of chiropractice, homeopathy, veterinary or other medicine, dentistry, divinity, juris doctor, business, MBA, and similar degrees shall be awarded degree class placement on the licensed employees' salary schedule only if substantively related to the licensed employee's current assignment.

26-8-3-9 Licensed personnel required to take CEUs to maintain a professional accreditation that is required by the appropriate agency, as determined by that state's licensing regulations, shall be subject to the requirements and may use CEUs in lieu of professional growth. CEUs earned during the 2004-2005 school year and beyond may be used in lieu of professional growth credits at the rate of fifteen contact hours to one professional growth credit. CEUs must be earned through an appropriate, accredited provider.

26-9 The contracted salary of a licensed employee as specified in the schedules named in Article 26-1 shall be made in twenty-four (24) equal installments payable twice monthly, not to exceed twenty-four (24) payments per year.

26-10 ROTC instructors/ROTC instructor assistants shall be placed in accordance with the applicable provisions of Article 26-8, or in accordance with the ROTC instructor's/assistant's minimum instructor pay (MIP) in accordance with the applicable Defense Department regulations pertaining to minimum military instructor pay for ROTC instructors, whichever is higher.

26-11 Newly hired licensed school nurses shall be placed on the PST in accordance with Section 26-7 or 26-8, whichever is applicable. Newly-hired licensed school nurses shall be eligible for compensation on the Differentiated Salary Schedule after one (1) year of employment.

Licensed employees who teach a CTE Business and Industry Certified Nursing Assistant course shall be placed on PST in the same manner as licensed school nurses. Any licensed employee who currently teaches a CTE Business and Industry Certified Nursing Assistant Course shall have his/her salary adjusted accordingly.

26-12 Newly hired employees who possess an earned specialist degree will be placed on the PST in accordance with Article 26-8 and the following provisions:

26-12-1 Any school psychologist who completes (a) a specialist degree or (b) an equivalent program as that of a specialist and who receives a master's degree in school psychology from a university whose program is accredited by the National School Psychology Certification System and who is certified as such by the National Association of School Psychologists shall be eligible for placement on the PST in accordance with Section 26-6 or 26-8, whichever is applicable.

26-13 School District support professionals who are hired as licensed employees within one (1) year of resignation or retirement from service as a School District support professional shall be placed in the greater of:

(1) If the former support professional earned a Master's Degree or Doctorate in order to attain Nevada teacher licensure, the employee shall be placed on the PST column commensurate with his/her degree, and the School District shall recognize up to a maximum of three (3) years' experience as a School District support professional for salary placement; or

(2) On the PST step closest to, but not less than, the employee's support professional previous base salary, annualized to full-time if less than 12-month employees.

26-14 Newly hired social studies teachers who possess a juris doctor degree shall first be placed on the PST in accordance with Article 26-8.

26-15 Those licensed employees who, while serving in the U.S. Armed Forces, went to formal instructor training and taught full-time in a military training program shall be placed in accordance with the provisions of Article 26-7 or Article 26-8, as applicable, utilizing the instructor's previous base salary.

26-16 Licensed occupational teachers with an endorsement in business and industry assigned to teach a vocational subject at Southern Nevada Vocational Technical Center and Area Technical Trade Center or other non-comprehensive senior high schools or institutional programs where a degree is not required, and physical therapists and occupational therapists shall be placed on the PST in accordance with Article 26-8 and the following. This shall also apply to teachers in comprehensive high schools who are assigned to teach in nonacademic subjects which require a business and industry endorsement which endorsement is ineligible to be received on an educational elementary, secondary or special license.

26-17 The Superintendent or designee may, after consultation and agreement with the Association, recognize additional "service" credit for those covered under Articles 26-7 through Article 26-16.

26-18 Shared Contracts / Half-Time Contracts

Any licensed employee who accepts a shared contract shall be entitled to only one-half of the contribution paid by the District for health insurance benefits. This is not to be construed as an entitlement on the part of any licensed employee to a shared contract which may be conferred or renewed at the sole discretion of the District.

A shared contract shall consist of one full-time position at one school shared during one school year by two licensed employees who have agreed to accept such a contract.

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

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

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

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

If one partner falls below the surplus line, the partner below the line is surplused, and the partner above the line must take the full contract or resign. If both partners fall below the surplus line, both are surplused, 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 surplused, 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 surplused 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 surplused, 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 surplused (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 surplused out of a shared contract:

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

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

Half-Time Contract Rules:

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

26-19 Differential Pay for Hard-to-Fill High-Vacancy Teaching Positions

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

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

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

26-19-3 If a given school has used a substitute to temporarily fill an FTE licensed employee position, that position shall be designated as vacant and will count towards the vacancy percentage calculation of that school.

26-19-4 Special education teachers who teach in schools that meet the requirements above are eligible for the additional compensation regardless of whether they teach in a self-contained or non-self contained classroom.

26-19-5 To continue receiving this additional compensation, the teacher must either remain at the eligible school or transfer to another school that also meets the requirements above. If the teacher transfers to a school that meets the requirements above, the majority of the teacher's assigned duties must be teaching students in a classroom.

26-19-6 For the 2025-2026 School Year, if a teacher, who spends the majority of their assigned duties teaching students in a classroom, teaches at a Title I school that does not meet the above vacancy threshold, they will still be eligible for the additional compensation of $5,000 if they teach in the following hard to fill subjects, and if such subjects are suffering from a critical labor shortage:

a. English Language Arts
b. Mathematics
c. Science
d. Special Education

The parties shall determine which of the above subjects, if any, qualify as critical labor shortage positions.

26-19-7 For the 2026-2027 School Year, Articles 26-19-1 through 26-19-6 shall apply.

26-20 The Parties also agree that the District will pay a step increase in each year of the contract (2025-2026 and 2026-2027) for every eligible employee of the bargaining unit. Effective date of the step increases shall be on the first pay period of each school year (2025-2026 and 2026-2027) for that employee pursuant to their contract. First-year employees are not eligible for a step increase in their first year. The parties recognize that, during the term of this agreement only, funding for step increases comes in part from SB 500 of the 83rd (2025) Session of the Nevada Legislature.

26-21 Licensed employees whose most recent licensed contract was as a CCSD School District administrator shall be placed on the PST utilizing Article 26-8 and the following provisions:

26-21-1 If the former administrator is assigned to a classroom position, he/she shall be placed on the PST pursuant to Article 26-8 and then moved two (2) columns to the left and two (2) steps up.

26-21-2 If the former administrator is assigned to a non-classroom position, he/she shall be placed on the PST pursuant to Article 26-8 and then moved four (4) columns to the left.

26-21-3 If and whenever a former administrator leaves a classroom position and is assigned to a non-classroom position, his/her salary will be adjusted according to Article 26-21-2.

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 2025-2026 contract year with no retroactive application.

26-22 Licensed employees whose most recent teaching experience was for another country and paid in that country's currency shall be placed on the PST utilizing Article 26.8.

26-23 Licensed employees who are special education case managers with a ninety-five percent (95%) compliance rate on their IEPs will be compensated for two (2) additional days of pay at their contractual rate of pay at the conclusion of each semester (which is not PERS sensitive). Licensed employees shall receive no more than four (4) additional days of pay for the completion of their IEPs each school year.

26-24 Beginning July 1, 2022, CCSD will offer all Licensed employees assigned to a Tier-1 school an opportunity to achieve their TESL/ELAD endorsement. CCSD will pay for the cost of the TESL/ELAD endorsement for the licensed educators referenced in this article. Beginning on July 1, 2025, the amount of reimbursement for the endorsement will be capped at $2,500.

26-25 The Differentiated Salary Program for Other Licensed Professionals is detailed in the below table.

26-26 Salary Review and Adjustment Process

26-26-1 A Salary Review and Adjustment Process ("SRAP") will take place during the term of this Agreement.

26-26-2 The School District shall have sole discretion to determine how many salary adjustments are made pursuant to the SRAP.

26-26-3 There shall be no retroactive implementation of any salary adjustment made pursuant to the SRAP.

26-26-4 There are two groups of licensed employees who may request a salary review pursuant to the SRAP:

a. Licensed employees who were negatively affected by the compaction of salaries due to the June 2022 MOA that modified the first column of the PST.

b. Current licensed employees who were not placed on the February 1, 2024, salary table based upon experience and education.

26-26-5 Only licensed employees who provide the necessary evidence and documentation to demonstrate that they qualify for a salary adjustment will be eligible for a salary adjustment. The following documentation is required to be considered for a salary review and adjustment:

a CCSD Offer of Employment Letter and/or a CCSD Salary Progression Report.

b. All licenses and endorsements from any state in which the licensed employee taught;

c. Proof of educational attainment from an accredited institution with unofficial or official University transcripts that must include:
   i. Major or primary area of focus
   ii. degree awarded; and
   iii. degree conferral date.

d. Educational degrees and college credits pertinent to the subject matter the licensed employee currently teaches.

e. Proof of years of experience.

   i. When the salary schedule changed in 2015-2016, some licensed employees may not have received full credit for their experience due to the caps on steps on the previous salary schedule. Any such prior experience shall not be considered in calculating experience in the SRAP.

26-26-6 Salary Review and Adjustment Process:

a. A licensed employee who wants to have his/her salary placement reviewed must submit a request to the Association. Licensed employees who have already submitted the required documentation to the Association are not required to resubmit a request for review.

b. Licensed employees must submit the required documentation to the Association prior to October 1, 2025. If a licensed employee fails to submit the required documentation by this deadline, he/she shall not be eligible for a salary adjustment during the 2025-2026 contract year.

c. The Association shall review each licensed employee's required documentation to determine if he/she meets the criteria to be eligible for a salary adjustment. This determination must be agreed upon by the School District.

d. All licensed employees who request a review shall be notified of the results. All reviews and results are final and not subject to appeal or the grievance procedure.

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

a. Licensed Employees who have been affected by compaction.

b. Licensed Employees in Title 1 schools.

c. Licensed Employees in non-Title 1 schools.

d. The effective date of any salary adjustment granted in fiscal year 2026 shall be agreed to by the parties.

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

a. Licensed employees who were found eligible for a salary adjustment in fiscal year 2026 but were not given the adjustment shall be the first in line for an adjustment in fiscal year 2027, based upon available funding.

b. Licensed employees who were hired before February 1, 2024, who have not yet submitted a request for a salary placement review, can submit a request as outlined in Articles 26-26-4 and 26-26-5(a-e) above during the period of January 1, 2026, through February 27, 2026.

c. The January 1, 2026, through February 27, 2026, review period shall be the final phase of the SRAP.

d. Pending available funding, the effective date of any salary adjustment granted in fiscal year 2027 shall be agreed to by the parties.

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

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

26-27-1 Effective the beginning of the 2027-2028 School Year, employees in Title I schools with a vacancy rate of seven (7%) or more, for two (2) or more consecutive school years, shall be eligible for additional compensation to their base pay.

26-27-2 On or before the final school day of the 2026-2027 School Year, the parties shall come to an agreement on which schools meet the above eligibility requirements.

26-27-3 To receive additional compensation, a licensed employee who works at a school that meets the vacancy threshold pursuant to Article 26-27-1 must spend a majority of their assigned duties teaching students in a classroom.

26-27-4 To continue receiving this additional compensation, the teacher must either remain at the eligible school or transfer to another school that also meets the requirements above. If the teacher transfers to a school that meets the requirements above, the majority of the teacher's assigned duties must be teaching students in a classroom.

26-27-5 Special education teachers who teach in schools that meet the requirements above are eligible for the additional compensation regardless of whether they teach in a self-contained or non self-contained classroom.

26-27-6 For each fiscal year, the District shall reserve an amount of funds sufficient to carry out any increase in the salary of a licensed educator.

26-27-7 The parties shall work together to secure funding for this differential pay schedule during the 2027 Nevada Legislative Session.

CCSD Clark County School District

LICENSED PROFESSIONAL SALARY TABLE

Fiscal Year 2025-2026 Effecive 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 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 "frivolous."

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

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

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

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

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

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

FURTHER YOUR AFFIANT SAYETH NAUGHT,

Dr. Brenda Pearson, PhD.

SUBSCRIBED and SWORN to before me this 26th Day of May, 2026.

NOTARY PUBLIC in and for said
CLARK COUNTY and NEVADA

IRIS MONTANO
Notary Public, State of Nevada
No. 24-2564-01
My Appt. Exp. Jan. 8, 2027

EXHIBIT C

Professional Growth System (PGS)

Reference Guide

Effective September 1, 2023

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

Contact Units

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

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

Table of Contents

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/PGSELMSdocumentation.	

Activity	Contact Units
Teaching a professional development course at the District level for a minimum of 5 attendees This includes professional development for: • PDE credit • CCEA	• Maximum 70 CUs
Documentation required for above activities must be uploaded to your CCSD Google Drive and submitted as a single link to the CCSD ELMS. Documentation required for CU submissions in ELMS can be accessed online at http://bit.ly/PGSELMSdocumentation.	

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

School-Level Professional Development Activities

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

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

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

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

Student-Based Activities: IEPs

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

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

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

Student-Based Activities: Extracurricular Activities

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

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

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

School & Community Activities

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

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

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

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

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

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

Supplemental Instruction

Activity	Contact Units	Description and Limitations
School-Based Tutoring in Core-Content Areas	• Maximum 50 CUs • In Title I Schools, an educator/licensed professional may be paid for tutoring outside the contractual workday and also receive full CUs.	Educators/licensed professionals may deliver instruction one-on-one or in small groups of students. Instruction might include supporting, accelerating, or remediating students before or after school. Core-Content Areas are defined as: mathematics, English language arts, science, and social studies.
Documentation required for above activities must be uploaded to your CCSD Google Drive and submitted as a single link to the CCSD ELMS. Documentation required for CU submissions in ELMS can be accessed online at http://bit.ly/PGSELMSdocumentation. For an educator/licensed professional who tutors students at a school other than his/her home school, the approval on the documentation log must be signed by the administrative supervisor at the school sponsoring the tutoring program. The CU maximums and options are tied to the educator/licensed professional's home school.		

Activity	Contact Units	Description and Limitations
Summer School	• Maximum 30 CUs	Educators/licensed professionals who provide instruction in District credit-retrieval summer school may accrue CUs. Summer instructional activities paid at the employees contracted rate of pay are excluded from CU accrual.
Documentation required for above activities must be uploaded to your CCSD Google Drive and submitted as a single link to the CCSD ELMS. Documentation required for CU submissions in ELMS can be accessed online at http://bit.ly/PGSELMSdocumentation.		

Award Recipient

Activity	Contact Units
Recipient of a Community-Based Award provided by local agencies, companies, or other organizations. This includes awards available through the District for which an educator/licensed professional may apply.	• 5 CUs for winning one community award • Maximum 5 CUs
Recipient of a state professional award for the educator/licensed professional's recognition of excellence in professional practice	• 15 CUs for winning one state award • Maximum 15 CUs
Recipient of a national professional award for the educator/licensed professional's recognition of excellence in professional practice	• 25 CUs for winning each national award
Documentation required for above activities must be uploaded to your CCSD Google Drive and submitted as a single link to the CCSD ELMS. Documentation required for CU submissions in ELMS can be accessed online at http://bit.ly/PGSELMSdocumentation.	

Mentoring

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

Grant Recipients

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

External Professional Development

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

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

CCEA the union of teaching professionals

RESET | Status | First & Last | smith, cly

2 My Notes | My Cases | Assigned To: (all) | Assigned Notes | Completed Notes | Assigned Cases

EMPID / Last / School / Job Class	First
94330 SMITH CENTENNIAL HS 2670 - CHEMISTRY	CLYDE

1 - 1 of 1 (1 pages)

1

Info | Notes | Roles | Events | Asses

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

Educators Worksites

EMPID

sments Cases Dues History PLP-NB Documents

Middle
L

Last Name
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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Dante Dabaghian

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

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

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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

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/

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:

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

Please be aware that if any of the following pertains to you, you are **NOT ELIGIBLE** to submit for the SRAP Phase II survey.

1. I am a licensed employee who submitted a completed SRAP survey during Phase I.
2. I am a licensed employee whose original hire date in CCSD was on or after February 1, 2024. (Article 26-26-4)
3. 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)
4. I am a former CCSD administrator and have returned to CCSD as a licensed employee. (Article 26-21)

If you believe you are eligible for a SRAP salary adjustment and none of the above pertains to you, you may complete the survey by clicking on the link below. You must fully complete the survey and submit all the required documentation by February 27, 2026. 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 eligible educators using the link below.

Accessing the Survey
To be able to access this survey, you will use your CCSD email address as your log in and CCSD employee ID number as your password. 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 or contact us via email at salaryreview@ccea-nv.org.

Before you Begin
Collect the following documents prior to starting this survey:

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

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

SRAP Survey ➤

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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

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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)

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

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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Our mailing address is:

The Clark County Education Association
4230 McLeod Drive
Las Vegas NV 89121
Phone: 702-733-3063

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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

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 Attributes:		Service Learning Course			
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
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
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
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
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
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
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
Cumulative Totals:	48.00	27.00	101.10	2.80	-6.90

Unofficial Transcript

Student ID: 5004617314 **Name: Smith,Clyde L**

10/17/2024 Page 2 of 2
Order Nbr: 001942417

2023 Fall

			Att	Ehr	Grd
CIG	697	C&I Cul Exp	1.00	1.00	S
CIS	563	Tchg Secondary Science Repeated - Include Hours and GPA	3.00	3.00	A
CIT	602	Technology Secondary Curr Repeated - Include Hours and GPA	3.00	3.00	A

	Att	Earned	Points	GPA	GP Bal
Term Totals:	7.00	7.00	24.00	4.00	6.00
	Att	Earned	Points	GPA	GP Bal
Cumulative Totals:	55.00	34.00	125.10	2.97	-0.90

2024 Spring

			Att	Ehr	Grd
TESL	752	Methods and Curriculum for ELs	3.00	3.00	A-

	Att	Earned	Points	GPA	GP Bal
Term Totals:	3.00	3.00	11.10	3.70	2.10
	Att	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 Unofficial Transcript

EXHIBIT F

7:11 5G

181

Maybe: Clyde Smith

iMessage
Aug 24, 2024 at 9:15 AM

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

Aug 26, 2024 at 9:08 AM

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

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

Aug 26, 2024 at 3:00 PM

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

Yes, tomorrow during my planning would be good.

7:11

181

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

7:11

181

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.

Message

Salary Review process that we

7:12

181

Maybe: Clyde Smith

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.

+ iMessage

shouldn't have

7:12

181

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.

Message

department? Sometimes they

7:12

181

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?

+

7:12

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

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

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

Okay

Jennifer please give me a call.

+

7:12

181

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 2:14 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

granted 296 CUs, and I wanted

7:12 5G

181

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
PG
decision is final. However, I'm

iMessage

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 policy does not state

iMessage

coursework is excluded from receiving CU credit. The

7:13 5G

181

Maybe: Clyde Smith

Hi Jennife
PGS directo
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.

+ ife
pe. Message

7:13

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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

7:13

181

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

7:13

181

Maybe: Clyde Smith

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

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

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

There is also an inconsistency

+ Message

coursework received different

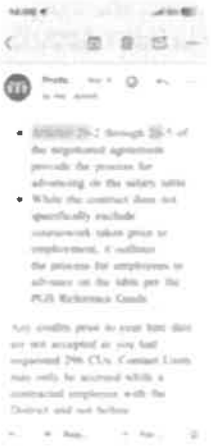
7:13

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?



7:13

181

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

+ Ci iMessage

7:13

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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 barging unit count for CUs. If you'd like to speak with our PGS department, I can give you their contact, but the answer will be the same.

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

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

eligibility based on whether

7:13 5G

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

7:13

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 4:46 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 guid

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 7c

evaluate credits based on

relevance to assignment,

7:14 5G

181

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

+

7:14

181

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

7:14

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.

7:14

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the most relevant [illegible] is not the contr

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

7:14

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coursework

Maybe: Clyde Smith

There is no [illegible] 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 employee

7:14 5G

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Maybe: Clyde Smith

already a licensed [illegible]

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 b

the negot

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.

7:14

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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 9:31 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

7:15

151

contract or could [illegible]
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

+ P/

7:15 5G

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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?

+ iMessage

initial salary placement when entering the district, that is a

7:15

181

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

licensed employee of CCSD.

7:15

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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

please just call me

7:15

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contract limitation

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

7:15

181

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

181

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 contract.

7:15

181

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

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

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Maybe: Clyde Smith

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 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.

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.

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 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.

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/

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

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

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Dante Dabaghian

From: Jennifer McMillin
Sent: Monday, May 4, 2026 7:09 PM
To: Dante Dabaghian
Subject: Fw: Request for Union Guidance Regarding Professional Growth Credit Determination

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

CCEA the union of teaching professionals
Clark County Education Association
4230 McLeod Drive
Las Vegas, NV 89121
Office: 702 733 3063
Website: http://ccea-nv.org/

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

From: Clyde Smith [Centennial HS] <smithc10@nv.ccsd.net>
Sent: Friday, March 6, 2026 10:53 AM
To: Jennifer McMillin <jmcmillin@ccea-nv.org>
Subject: Request for Union Guidance Regarding Professional Growth Credit Determination

Dear Jennifer,
I hope you are doing well. I am reaching out to request your guidance regarding an issue I am currently experiencing with the Professional Growth System (PGS) related to salary advancement and Contact Unit credit.
Recently, I submitted graduate-level coursework through the Professional Growth System for column advancement. The coursework was part of the **Alternative Route to Licensure (ARL) program through UNLV**, which I began in **January 2020 (pre-COVID)** and completed in **May 2024**, resulting in **33 graduate semester credits**.
PGS approved **200 Contact Units** for the portion of coursework completed while I was employed with CCSD (Summer 2023 through Spring 2024). However, they denied the remaining Contact Units because some of the coursework was completed **prior to my July 29, 2020 hire date**.
Their explanation is that Contact Units may only be accrued while working as a contracted employee under the collective bargaining agreement and that licensure requirements are considered separate from salary advancement requirements.
My concern is that the coursework in question was part of the **same educator preparation and licensure pathway** that ultimately resulted in my Nevada teaching license through the ARL program.

These were not unrelated graduate courses but components of a structured educator preparation program that spanned **January 2020 through May 2024**.
Because the program functioned as a **single licensure pathway**, separating the coursework into two categories based solely on my hire date appears to treat portions of the same program differently for advancement purposes.
Additionally, both of my CCSD employment contracts (during the ARL period and after completion of the ARL program) contain the same language stating that a licensed employee must maintain a valid Nevada teaching license in order to be employed in a licensed position.
Because this issue involves interpretation of the **collective bargaining agreement governing Contact Unit accrual and salary advancement**, I wanted to reach out to you directly for guidance on how this situation should be addressed.
Specifically, I would appreciate your input on:
• Whether graduate coursework that is part of an accredited educator preparation or licensure program can be excluded from Contact Unit eligibility solely because some courses occurred prior to employment.
• Whether this determination aligns with the **CCEA negotiated agreement governing CU accrual and salary advancement**.
• Whether this situation may warrant further review through the union.
I have attached the email correspondence from PGS along with my contracts for your reference.
Thank you very much for your time and assistance. I appreciate any guidance you can provide.
Sincerely,

Clyde Smith, MBA, MEd
General and AP Chemistry Educator
Centennial High School
10200 W Centennial Pkwy,
Las Vegas, NV 89149
Contact: (702) 799-3440 ext 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 7:20 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/

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 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 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/

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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,

Las Vegas, NV 89149
Contact: 702-799-3440 ext. 3907

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.

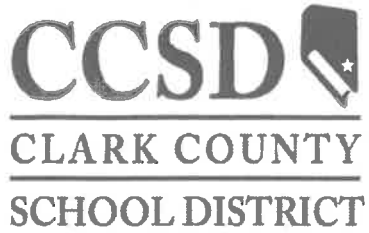
Thank you,
The Professional Growth System Review Team

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:

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

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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

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

CCSD
CLARK COUNTY
SCHOOL DISTRICT

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 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: Professional Growth System <pgs@nv.ccsd.net>
Sent: Friday, March 06, 2026 6:02 AM
To: Clyde Smith [Centennial HS] <smithc10@nv.ccsd.net>
Cc: Jennifer McMillin <jmcmillin@ccea-nv.org>
Subject: Re: Request for Review of Advancement Credit – ARL Program Completion

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

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

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

Thank you,
The Professional Growth System Review Team

PGS Resources:
PGS Website

PGS Reference Guide
Documentation Required for CU Submissions in ELMS
ELMS Submission Examples

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

Deadlines, directions, documents, and tutorial videos for submitting Contact Unit and Professional Growth Plan documentation for licensed employees can be found on the PGS website: https://www.ccsd.net/resources/ccsd-professional-growth-system-pgs

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

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

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

> Dear Professional Growth System Team,
> I am writing to formally request a review of the determination regarding my salary advancement following completion of the Alternative Route to Licensure (ARL) program.
> I completed the ARL pathway through the University of Nevada, Las Vegas from **Summer 2023 through Spring 2024**, totaling **25 semester hours (200 CUs)** of graduate-level coursework. The coursework included:
> CIG 690
> CME 705
> EPY 709
> ESP 701
> ESP 730
> CIG 697
> CIS 563
> CIT 602
> TESL 752
> According to the approver comment in the Professional Growth System, these courses were not credited because coursework completed prior to my hire date of **July 29, 2020 may not accrue credit units**. However, this interpretation does not accurately reflect the structure and requirements of the ARL program.
> The **Alternative Route to Licensure (ARL)** pathway in Nevada is specifically designed for individuals who already hold a bachelor's degree but did not complete a traditional teacher preparation program. Participants are issued a **conditional teaching license and must complete required graduate coursework while working toward a Standard Nevada teaching license**.

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

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

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

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

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

Given these circumstances, I respectfully request:

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

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

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

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

Sincerely,

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

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 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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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 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: 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

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Clark County Education Association
4230 McLeod Drive
Las Vegas, NV 89121

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

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Dante Dabaghian

From: Jennifer McMillin
Sent: Monday, May 4, 2026 7:07 PM
To: Dante Dabaghian
Subject: Fw: Human Resources

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

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Clark County Education Association
4230 McLeod Drive
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From: Clyde Smith [Centennial HS] <smithc10@nv.ccsd.net>
Sent: Wednesday, March 25, 2026 3:02 PM
To: Jennifer McMillin <jmcmillin@ccea-nv.org>
Subject: Human Resources

Hi Jennifer, I wanted to inform you that I am escalating my concern regarding credit eligibility under Article 26 to Human Resources for formal review. Based on the contract language and prior responses, I will also be preparing to move forward with a formal grievance if necessary. Just keeping you informed.
V/r

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

PROFESSIONAL Pr

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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: 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 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 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
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Dante Dabaghian

From: John Vellardita
Sent: Friday, March 27, 2026 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:** "Clyde 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

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

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

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

EXHIBIT H

UNLV

TouchSafe

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

			Att	Ehr	Grd
CIS 602	Sec School Practicum	Not approved	3.00	3.00	A
Course Attributes	Service Learning Course				
CIS 603	Sec Process and Instr	Not approved	3.00	3.00	A
CIS 604	Sec Classroom Management	Not approved	3.00	3.00	A

	Att	Earned	Points	GPA	GP Bal
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

			Att	Ehr	Grd
CIS 563	Tchg Secondary Science	Approved	3.00	3.00	A
EDSC 481	Sec Spvsd Stud Teach	Approved	10.00	0.00	A
Course Attributes:	Service Learning Course				
	Grading Basis: Cross-Career				
EDSC 482	Sec Spvsd Stud Tch Sem	Approved	2.00	0.00	A
Course Attributes	Service Learning Course				
	Grading Basis: Cross-Career				

	Att	Earned	Points	GPA	GP Bal
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

			Att	Ehr	Grd
CIT 602	Technology Secondary Curr	Approved	3.00	3.00	A
EPY 709	Classroom Assessment	Approved	3.00	3.00	A
ESP 701	Intro to Sp Ed & Leg Iss	Not approved	3.00	3.00	C
TESL 752	Methods and Curriculum for ELs	Not approved	3.00	3.00	D

	Att	Earned	Points	GPA	GP Bal
Term Totals:	12.00	12.00	33.00	2.75	-3.00
Cumulative Totals:	36.00	24.00	81.00	3.37	9.00

2021 Fall

			Att	Ehr	Grd
CIS 584	Sec Education Curriculum	Approved	3.00	3.00	B+
ESP 730	Parent Involv Sp & Gen Ed	Approved	3.00	3.00	A

	Att	Earned	Points	GPA	GP Bal
Term Totals	6.00	6.00	21.90	3.65	3.90
Cumulative Totals	42.00	30.00	102.90	3.43	12.90

2022 Spring

			Att	Ehr	Grd
TESL 752	Methods and Curriculum for ELs	Approved	3.00	3.00	A-

	Att	Earned	Points	GPA	GP Bal
Term Totals:	3.00	3.00	11.10	3.70	2.10
Cumulative Totals	45.00	33.00	114.00	3.45	15.00

2022 Summer

			Att	Ehr	Grd
CME 705	Multicultural Education		0.00	0.00	W

	Att	Earned	Points	GPA	GP Bal
Term Totals:	0.00	0.00	0.00	0.00	0.00
Cumulative Totals	45.00	33.00	114.00	3.45	15.00

2022 Fall

			Att	Ehr	Grd
CIG 690	Tchrs Action Researchers	Approved	3.00	3.00	A
CIG 697	CAI Cul Exp	Approved	1.00	1.00	S
CME 705	Multicultural Education	Approved	3.00	3.00	A

	Att	Earned	Points	GPA	GP Bal
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 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

UNIVERSITY OF NEVADA LAS VEGAS

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

Federal law prohibits access to this record by any party without written consent of student.

UNLV

OFFICE OF THE REGISTRAR

4505 S Maryland Parkway Box 451029 Las Vegas, Nevada 89154-1029 (702) 895-3443

FERPA Statement
Under provisions of the Family Educational Rights and Privacy Act of 1974, this Record is not to be released to a third party without written consent from the student.

Accreditation
UNLV is accredited by the Northwest Commission on Colleges and Universities (NWCCU).

INFORMATION CONCERNING STUDENT ACADEMIC RECORD (TRANSCRIPT) [redacted]

Transcripts are considered official only when they bear the university seal and the Registrar's signature. Partial transcripts or transcripts from other institutions are not issued. Student is in good standing unless otherwise indicated. UNLV follows a semester calendar. One credit is based on one 50-minute class each week for 15 weeks.

GRADES

Definition	Grade	Grade Points	Carries Credit	Status
Excellent	A,A-	4.0,3.7	Yes	Active
Good	B+,B,B-	3.3,3.0,2.7	Yes	Active
Average	C+,C,C-	2.3,2.0,1.7	Yes	Active
Passing	D+,D,D-	1.3,1.0,0.7	Yes	Active
Failure	F	0	No	Active
Satisfactory	S	Not computed	Yes	Active
Unsatisfactory	U	Not computed	No	Active
Pass	P	Not computed	Yes	Active
Hold Grade (undergraduate research, graduate thesis and dissertation. May remain on X indefinitely for some students prior to 2010)	X	Not computed	No	Active
Audit	AD	Not computed	No	Active
Withdrawal	W,WD,WH	Not computed	No	Active
Withdrawal (until Fall 1992)	WP,WF	Not computed	No	Discontinued
No Credit (until Fall 1977)	N	Not computed	No	Discontinued
Incomplete (1955-1962)	E	Not computed	No (Remains an E indefinitely)	Discontinued
Incomplete (1955-1982, except Spring 1961)	I	Not computed	No (Remains an I indefinitely)	Discontinued
Incomplete (1982-present)	I	Not computed	No (Work must be completed within the allotted time frame)	Active
High Pass	HP	Not computed	Yes	Active
Honors	H	Not computed	Yes	Active

The plus/minus (+/-) grading system was implemented in Fall 1980

Repeat Policy
Prior to Spring 1971, all repeated courses were included in the computation of the grade point average. As of Spring 1971, the original grade of the repeated course is excluded from the grade point average provided that all the subsequent attempts have the same grading system as the original attempt (e.g., the grading system did not change from letter grade system (A,A-,...) to satisfactory/fail system (S,F) during the course of the attempts).

Academic Renewal Policy
Academic renewal is defined as one semester of UNLV course work disregarded in all calculations regarding academic standing, grade point average, and eligibility for graduation at UNLV. Students granted academic renewal may not graduate with academic distinctions. Disregarded grades may be calculated in scholarship awards or financial aid consideration.

Description of course numbering:

1955/56-1967/68		1968/69-1970/71		1971/72-1975/76		1976/77-1987/88		1988/89-Present	
A or B	Noncredit	A or B	Noncredit	A or B	Noncredit	A or B	Noncredit	A or B	Noncredit
0-99	Nonbacc.	100-199	Freshman	100-199	Lower Div.	100-299	Lower Div.	100-299	Lower Div.
100-299	Lower Div.	200-299	Sophomore	200-299	Upper Div.	300-499	Upper Div.	300-499	Upper Div.
300-499	Upper Div.	300-399	Junior	300-399	Graduate	500-599	Graduate	500-799	Graduate
300G-499G	Graduate	400-499	Senior						
500-599	Graduate	700-999	Graduate						

U.S. Security Patents: 6,692,000, 5,638,874, 6,396,927, 6,665,406, 5,638,874 | WWW.VERIFYFIRST.COM

50% RECYCLED PAPER SOY INK

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

AINING

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

s Complete

Activi Type	Form
ZZ- S Repor Tra...	tions CU Submi
ZZ- S Repor Tra...	tions CU Submi

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

Membership Effective Date

Start Date

Last Drop

Record Status
CURRENT

Ccsd Rehire Date
2021-02-22

Term Date

Term Code

EXHIBIT I

Tra

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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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.

Note Details: **SMITH, CLYDI**

Email	Work Email	Phone	Phone
clydesmith1974@gmail.com		702-344-6575	702-493-1070

Assign To	Updated By	Updated At
	mmedina	01/23/2026 01:26 pm

Followup Date	Followup Note	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 initial survey. Y ou 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 a re submitted, CCEA and CCSD will review your submission and determine if you meet the criteria to be eligible for salary adjustment fo r 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) surve y and should not complete the survey.

I am a licensed employee whose original hire date in CCSD was on or after February 1, 2024. (Article 26-26-4)

I was a CCSD teacher who transferred into a position as an audiologist, counselor, school mental health professional, school psycholog

Email report

[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@NV.CCSD.NET	CLYDE	SMITH	0	0

[redacted]

https://www.dropbo...	545521	STARTED
https://www.dropbo...	10029146	STARTED
https://www.dropbo...	10022097	STARTED
https://www.dropbo...	10206513	STARTED
https://www.dropbo...	10204655	STARTED
https://www.dropbo...	536294	STARTED
https://www.dropbo...	10211436	STARTED
https://www.dropbo...	541216	STARTED
https://www.dropbo...	10081049	STARTED

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 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/

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.

Response Viewer

smith

All Responses

Questions

Settings

6 Responses

	Response ID	Status	Timestamp (mm/dd/yyyy)	Time Taken (Seconds)	Respondent Email	Email List	External Reference	Custom 1
1	206674542	Completed	02/14/2026 12:42:22	849	smithld@nv.ccsd.net	Educators_2025_12_31	SMITHLD@NV.CCSD.NET	552
2	203443840	Completed	02/02/2026 15:04:48	1608	smithdm5@nv.ccsd.net	Educators_2025_12_31	SMITHDM5@NV.CCSD.NET	C8080
3	202618535	Started	01/26/2026 13:09:42	203	smithc10@nv.ccsd.net	Educators_2025_12_31	SMITHC10@NV.CCSD.NET	563
4	201012798	Completed	01/12/2026 12:46:28	995	smitha36@nv.ccsd.net	Educators_2025_12_31	SMITHA36@NV.CCSD.NET	563
5	200580716	Completed	01/07/2026 13:33:41	4316	smithan@nv.ccsd.net	Educators_2025_12_31	SMITHAN@NV.CCSD.NET	C8060
6	200307975	Started	01/05/2026 08:52:34	2079	smithg@nv.ccsd.net	Educators_2025_12_31	SMITHG@NV.CCSD.NET	316

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/ELMIIg5MKjQzAaHVupK7

Geo Coding

Country:	US
Region:	NV
Latitude:	36.2473
Longitude:	-115.2821
Radius:	0.0

Location Map

Completion URL

https://www.questionpro.com/a/Ta

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	Respon	IP Addr	Timestamp (mm/dd/yyyy	Duplica	Time Ta	Seq. Nu	Externa Cu
1501	184936930	Started	70.170.21.	8/23/2025 14:41	0	126	1	SMITHC10
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.