

FILED
April 30, 2026
State of Nevada
E.M.R.B.
3:15 p.m.

STATE OF NEVADA

GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

CLYDE SMITH

4040 Lady Fern Avenue
Las Vegas, Nevada 89084
Phone: 702-344-6575
Email: clydesmith1974@gmail.com

Complainant (Pro Se),

v.

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

Case No.: 2026-007

COMPLAINT

(Prohibited Practices)

Comes now Complainant, **Clyde Smith**, and alleges that Respondents **Clark County School District (CCSD)** and **Clark County Education Association (CCEA)** have engaged in prohibited practices in violation of **N.R.S. 288.270** and **N.R.S. 288.280**, and states as follows:

I. THE PARTIES

1. Complainant, Clyde Smith, is a licensed teacher employed by CCSD and is a local government employee under N.R.S. 288.050.
 2. Respondent CCSD is a local government employer under N.R.S. 288.060.
 3. Respondent CCEA is the exclusive bargaining representative under N.R.S. Chapter 288.
-

II. BACKGROUND AND COMPLAINT

4. This complaint is brought under N.R.S. 288.110.
 5. The Negotiated Agreement governs salary placement and compensation.
 6. Complainant completed an ARL program totaling approximately **296 contact units**.
 7. CCSD awarded only **200 contact units**.
 8. CCSD denied placement on the **Master's salary column**.
 9. CCSD admitted the contract **does not exclude pre-employment coursework**, yet denied it.
 10. CCSD relied on the **PGS Reference Guide**, a non-contract document.
 11. The PGS Guide is a **unilateral administrative policy**.
 12. CCSD partially accepted the coursework but denied the remainder without contract language.
 13. Complainant requested contract justification — none was provided.
 14. Similarly situated employees received full credit.
 15. Complainant can identify those employees.
 16. **CCSD awarded CU credit for a science conference during the SAME timeframe it denied ARL coursework.**
 17. This proves timing was **not applied consistently**.
 18. The “timing rule” is therefore **not real or not uniformly applied**.
 19. Complainant sought union assistance.
 20. Complainant clearly stated this was an **Article 26 salary placement issue**.
 21. CCEA applied **PGS instead**.
 22. CCEA failed to cite contract language.
 23. CCEA failed to investigate.
 24. CCEA introduced irrelevant personal matters and discouraged representation.
-

III. GOVERNING CONTRACT LANGUAGE (ARTICLE 26)

The Negotiated Agreement establishes **two distinct mechanisms for salary advancement**:

1. Contact Unit Advancement (PGS Path)

“Licensed employees may move one column... if the employee has completed 225 contact units in accordance with that individual’s professional growth plan.”

This governs advancement through Contact Units.

2. Degree-Based Advancement

“Only PK-20-related, advanced degrees... in a field pertinent to the position... will be recognized for advancement on the salary schedule.”

This governs degree-based placement.

3. Critical Distinction

- CU path = 225 units + growth plan
- Degree path = degree conferral

The contract does NOT require:

- Conversion of degrees to CUs
 - Post-hire timing
 - PGS compliance for degrees
-

4. Mandatory Language

“will be recognized...”

This is mandatory — not discretionary.

5. Legal Effect

CCSD improperly **conflated these systems**, applying CU rules to a degree-based claim.

COUNT I

PROHIBITED PRACTICES — CCSD (N.R.S. 288.270)

25. CCSD imposed an unwritten “post-hire” rule.
 26. This rule is NOT in the contract.
 27. CCSD used the PGS Guide (unilateral policy).
 28. This overrides Article 26.
 29. This constitutes **contract repudiation**.
 30. CCSD partially accepted and partially denied the SAME program.
 31. CCSD accepted conference credit during the SAME timeframe.
 32. This destroys the timing argument.
 33. This proves **arbitrary enforcement**.
 34. CCSD treated similarly situated employees differently.
 35. This is **disparate treatment**.
 36. Complainant suffered financial harm.
-

COUNT II

FAILURE OF FAIR REPRESENTATION — CCEA (N.R.S. 288.280)

37. CCEA owed duty of fair representation.
38. Complainant gave correct Article 26 framework.
39. CCEA ignored it.
40. CCEA used PGS incorrectly.
41. CCEA failed to investigate.
42. CCEA failed to cite contract language.
43. This is **arbitrary conduct**.
44. CCEA discouraged representation.

45. This is **bad faith**.

WHEREFORE, Complainant requests:

- a. Finding against CCSD (N.R.S. 288.270)
 - b. Finding against CCEA (N.R.S. 288.280)
 - c. Cease and desist orders
 - d. Enforcement of contract
 - e. **Make-whole relief (retro pay + MA placement)**
 - f. Any further relief
-

DATED: May 1st, 2026

Respectfully submitted,

/s/ Clyde Smith

Clyde Smith
Complainant (Pro Se)

CCSD (Respondent)

Answer to Complaint

FILED
May 26, 2026
State of Nevada
E.M.R.B.
4:09 p.m.

1 OFFICE OF THE GENERAL COUNSEL
2 CLARK COUNTY SCHOOL DISTRICT
3 CRYSTAL J. PUGH, ESQ. (NV Bar No. 12396)
4 BETTY J. FOLEY, ESQ. (NV Bar No. 14517)
5 5100 West Sahara Avenue
6 Las Vegas, Nevada 89146
7 Phone: (702) 799-5373
8 herrec4@nv.ccsd.net
9 *Attorney for Respondent,*
10 *Clark County School District*

7 STATE OF NEVADA

8 GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

9 CLYDE SMITH,

10 Complainant,

11 v.

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

15 Respondent.

CASE NO.: 2026-007

**CLARK COUNTY SCHOOL
DISTRICT'S ANSWER**

16
17 COMES NOW, Respondent, CLARK COUNTY SCHOOL DISTRICT ("District"), by
18 and through its undersigned counsel, and for its Answer to the Complaint on file herein, admits,
19 denies, states, and alleges as follows:

20 **PARTIES**

21 1. Answering paragraph 1 of the Complaint, the District admits the allegations
22 contained therein.

23 2. Answering paragraph 2 of the Complaint, the District admits the allegations
24 contained therein.

25 3. Answering paragraph 3 of the Complaint, the District admits that the Clark County
26 Education Association ("CCEA") is the recognized, exclusive bargaining representative for
27 teachers within the District in accordance with NRS 288.160. The District denies the remaining
28 allegations contained therein.

BACKGROUND AND COMPLAINT

1
2 4. Answering paragraph 4 of the Complaint, the District is without sufficient
3 knowledge or information to admit or deny the allegations in said paragraph, and therefore denies
4 the allegations.

5 5. Answering paragraph 5 of the Complaint, the District admits that teacher salary
6 placement and compensation is part of its negotiated agreement with CCEA. The District is
7 without sufficient knowledge or information to admit or deny the remaining allegations in said
8 paragraph, and therefore denies those allegations.

9 6. Answering paragraph 6 of the Complaint, the District is without sufficient
10 knowledge or information to admit or deny the allegations in said paragraph, and therefore denies
11 the allegations.

12 7. Answering paragraph 7 of the Complaint, the District is without sufficient
13 knowledge or information to admit or deny the allegations in said paragraph, and therefore denies
14 the allegations.

15 8. Answering paragraph 8 of the Complaint, the District is without sufficient
16 knowledge or information to admit or deny the allegations in said paragraph, and therefore denies
17 the allegations.

18 9. Answering paragraph 9 of the Complaint, the District denies the allegations
19 contained therein.

20 10. Answering paragraph 10 of the Complaint, the District is without sufficient
21 knowledge or information to admit or deny the allegations in said paragraph, and therefore denies
22 the allegations.

23 11. Answering paragraph 11 of the Complaint, the District denies the allegations
24 contained therein.

25 12. Answering paragraph 12 of the Complaint, the District denies the allegations
26 contained therein.

27 13. Answering paragraph 13 of the Complaint, the District denies the allegations
28 contained therein.

1 14. Answering paragraph 14 of the Complaint, the District denies the allegations
2 contained therein.

3 15. Answering paragraph 15 of the Complaint, the District is without sufficient
4 knowledge or information to admit or deny the allegations in said paragraph, and therefore denies
5 the allegations.

6 16. Answering paragraph 16 of the Complaint, the District is without sufficient
7 knowledge or information to admit or deny the allegations in said paragraph, and therefore denies
8 the allegations.

9 17. Answering paragraph 17 of the Complaint, the District is without sufficient
10 knowledge or information to admit or deny the allegations in said paragraph, and therefore denies
11 the allegations.

12 18. Answering paragraph 18 of the Complaint, the District denies the allegations
13 contained therein.

14 19. Answering paragraph 19 of the Complaint, the District is without sufficient
15 knowledge or information to admit or deny the allegations in said paragraph, and therefore denies
16 the allegations.

17 20. Answering paragraph 20 of the Complaint, the District is without sufficient
18 knowledge or information to admit or deny the allegations in said paragraph, and therefore denies
19 the allegations.

20 21. Answering paragraph 21 of the Complaint, the District is without sufficient
21 knowledge or information to admit or deny the allegations in said paragraph, and therefore denies
22 the allegations.

23 22. Answering paragraph 22 of the Complaint, the District is without sufficient
24 knowledge or information to admit or deny the allegations in said paragraph, and therefore denies
25 the allegations.

26 23. Answering paragraph 23 of the Complaint, the District is without sufficient
27 knowledge or information to admit or deny the allegations in said paragraph, and therefore denies
28 the allegations.

1 **AFFIRMATIVE DEFENSES**

2 1. The Complaint fails to state a cognizable prohibited practice under NRS Chapter
3 288.

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

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

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

8 5. In the event further inquiry reveals the applicability of additional affirmative
9 defenses, the District reserves the right to amend its Answer to specifically assert additional
10 defenses.

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

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

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

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

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

18 DATED this 26th day of May, 2026.

19 CLARK COUNTY SCHOOL DISTRICT
20 OFFICE OF THE GENERAL COUNSEL

21 By: /s/ Crystal J. Pugh
22 CRYSTAL J. PUGH, ESQ.
23 Nevada Bar No. 12396
24 BETTY J. FOLEY, ESQ.
25 Nevada Bar No. 14517
26 5100 West Sahara Avenue
27 Las Vegas, Nevada 89146
28 *Attorney for Respondent,
Clark County School District*

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE

I hereby certify that on the 26th day of May, 2026, I sent a true and correct copy of the foregoing **CLARK COUNTY SCHOOL DISTRICT'S MOTION TO DISMISS** by U.S. Mail with first-class postage fully prepaid to the following:

Clyde Smith
4040 Lady Fern Avenue
Las Vegas, NV 89084
Complainant, pro se

/s/ Elsa C. Peña
An employee of the
Office of the General Counsel,
Clark County School District

CCEA (Respondent)

Answer to Complaint

FILED
May 26, 2026
State of Nevada
E.M.R.B.
2:07 p.m.

1 DANTE DABAGHIAN, ESQ. (NV Bar No. 16837)
2 General Counsel
3 Clark County Education Association
4 4230 McLeod Drive
5 Las Vegas, Nevada 89121
6 ddabaghian@ccea-nv.org
7 (702) 465-2668
8 *Attorney for Respondent*
9 *Clark County Education Association*

7 STATE OF NEVADA

8 GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

9 CLYDE SMITH,
10 Complainant,

Case No.: 2026-007

11 v.

11 CLARK COUNTY EDUCATION
12 ASSOCIATION'S ANSWER TO CLYDE
13 SMITH'S COMPLAINT

14 CLARK COUNTY EDUCATION
15 ASSOCIATION; CLARK COUNTY
16 SCHOOL DISTRICT,
17 Respondents

18 COMES NOW, Respondent Clark County Education Association ("CCEA" or
19 "Association"), by and through its undersigned counsel, and for its Answer to the Complaint on
20 file herein, admits, denies, states, and alleges as follows:
21

22 **PARTIES**

23 1. Answering paragraph 1 of the Complaint, CCEA admits that Clyde Smith
24 ("Complainant") or ("Smith") is a licensed teacher employed by CCEA and is a local
25 government employee within the meaning of NRS 288.050.
26
27
28

1 date at the District as a licensed employee pursuant to the Professional Growth System (“PGS”),
2 and as agreed to by the parties on the PGS Reference Guide. CCEA denies the remaining
3 allegations in paragraph 10 of the Complaint.

4 11. CCEA denies the allegations in paragraph 11 of the Complaint.

5 12. Answering paragraph 12 of the Complaint, CCEA admits that Complainant was
6 given CUs by CCSD for coursework he completed after his start date with the District, but was
7 denied CUs for coursework completed prior to his July 29, 2020 start date. CCEA is without
8 sufficient knowledge or information to admit or deny the remaining allegations in paragraph 12
9 of the Complaint, and therefore, denies those allegations.

10 13. CCEA denies the allegations in paragraph 13 of the Complaint.

11 14. Answering paragraph 14 of the Complaint, CCEA is without sufficient knowledge
12 or information to admit or deny the allegations in paragraph 14 of the Complaint, and therefore,
13 denies those allegations.

14 15. Answering paragraph 15 of the Complaint, CCEA is without sufficient knowledge
15 or information to admit or deny the allegations in paragraph 15 of the Complaint, and therefore,
16 denies those allegations.

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

20 17. CCEA denies the allegations in paragraph 17 of the Complaint.

21 18. CCEA denies the allegations in paragraph 18 of the Complaint.

22 19. CCEA admits the allegations in paragraph 19 of the Complaint to the extent that
23 he requested assistance with the PGS and obtaining a column advancement.
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

20. CCEA denies the allegations in paragraph 20 of the Complaint.

21. Answering paragraph 21 of the Complaint, CCEA is without sufficient knowledge or information to admit or deny the allegations in paragraph 21 of the Complaint, and therefore, denies those allegations.

22. CCEA denies the allegations in paragraph 22 of the Complaint.

23. CCEA denies the allegations in paragraph 23 of the Complaint.

24. CCEA denies the allegations in paragraph 24 of the Complaint.

LEGAL ARGUMENT

25. CCEA, to the extent that it understands Complainant’s “Governing Contract Language” Section, denies the allegations in this section of the Complaint. CCEA denies the allegations in paragraph 25 of the Complaint.

26. Answering paragraph 26 of the Complaint, CCEA is without sufficient knowledge or information to admit or deny the allegations in paragraph 26 of the Complaint, and therefore, denies those allegations.

27. Answering paragraph 27 of the Complaint, CCEA admits that CCSD used the negotiated PGS Reference Guide, the Negotiated Agreement, and past practice between the District and the Association, in awarding Complainant CUs for coursework completed on or after his start date with CCSD as a licensed employee, but correctly denied the CUs for coursework completed prior to his July 29, 2020 start date. CCEA denies the remaining allegations in paragraph 27 of the Complaint.

28. CCEA denies the allegations in paragraph 28 of the Complaint.

1 29. Answering paragraph 29 of the Complaint, CCEA is without sufficient knowledge
2 or information to admit or deny the allegations in paragraph 29 of the Complaint, and therefore,
3 denies those allegations.

4 30. Answering paragraph 30 of the Complaint, CCEA is without sufficient knowledge
5 or information to admit or deny the allegations in paragraph 30 of the Complaint, and therefore,
6 denies those allegations.

7 31. Answering paragraph 31 of the Complaint, CCEA is without sufficient knowledge
8 or information to admit or deny the allegations in paragraph 31 of the Complaint, and therefore,
9 denies those allegations.
10

11 32. To the extent that this allegation implicates CCEA, the Association denies the
12 allegations in paragraph 32 of the Complaint.
13

14 33. Answering paragraph 33 of the Complaint, CCEA is without sufficient knowledge
15 or information to admit or deny the allegations in paragraph 33 of the Complaint, and therefore,
16 denies those allegations.

17 34. Answering paragraph 34 of the Complaint, CCEA is without sufficient knowledge
18 or information to admit or deny the allegations in paragraph 34 of the Complaint, and therefore,
19 denies those allegations.
20

21 35. Answering paragraph 35 of the Complaint, CCEA is without sufficient knowledge
22 or information to admit or deny the allegations in paragraph 26 of the Complaint, and therefore,
23 denies those allegations.
24

25 36. Answering paragraph 36 of the Complaint, CCEA is without sufficient knowledge
26 or information to admit or deny the allegations in paragraph 36 of the Complaint, and therefore,
27 denies those allegations.
28

- 1 37. CCEA admits to the allegations in paragraph 37 of the Complaint.
- 2 38. CCEA denies the allegations in paragraph 38 of the Complaint.
- 3 39. CCEA denies the allegations in paragraph 39 of the Complaint.
- 4 40. CCEA denies the allegations in paragraph 40 of the Complaint.
- 5 41. CCEA denies the allegations in paragraph 41 of the Complaint.
- 6 42. CCEA denies the allegations in paragraph 42 of the Complaint.
- 7 43. CCEA denies the allegations in paragraph 43 of the Complaint.
- 8 44. CCEA denies the allegations in paragraph 44 of the Complaint.
- 9 45. CCEA denies the allegations in paragraph 45 of the Complaint.

11 **AFFIRMATIVE DEFENSES**

- 12
- 13 1. The Complaint fails to state a cognizable prohibited practice under NRS Chapter
- 14 288.
- 15 2. Any claims raised in the Complaint are untimely.
- 16 3. Respondent's actions were authorized by CCEA and CCSD's Negotiated
- 17 Agreement and past practices and understandings.
- 18
- 19 4. Respondent represented Complainant as required under its duty of fair
- 20 representation and otherwise required under NRS Chapter 288.
- 21 5. In the event further inquiry reveals the applicability of additional affirmative
- 22 defenses, CCEA reserves the right to amend its Answer to specifically assert additional defenses.
- 23

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

- 25 1. That the Complainant take nothing by way of this Complaint;
- 26 2. That judgment be awarded in favor of this answering Respondent, Clark County
- 27 Education Association;
- 28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

3. That this answering Respondent, Clark County Education Association, be awarded attorney's fees and costs in this matter; and

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

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

CLARK COUNTY EDUCATION ASSOCIATION'S ANSWER TO CLYDE SMITH'S

COMPLAINT 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