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July 31, 2026
State of Nevada
E.M.R.B.
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BEFORE THE STATE OF NEVADA
GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

SARAH GAZALA,
Complainant,
vs.
CLARK COUNTY SCHOOL DISTRICT, a Political Subdivision of the State of Nevada; and CLARK COUNTY EDUCATION ASSOCIATION, a Recognized Employee Organization,
Respondents.

CASE NO.: 2026-009
COMPLAINANT'S PETITION FOR REHEARING

Complainant Sarah Gazala ("Complainant"), appearing pro se, respectfully submits this Petition for Rehearing pursuant to Nevada Administrative Code (NAC) § 288.360 and Nevada Revised Statutes (NRS) § 233B.130(4). Complainant requests that the Board rehear, reconsider, and vacate its En Banc Order dated July 20, 2026, which granted Respondents' Motions to Dismiss and dismissed Complainant's Prohibited Practices Complaint with prejudice.

As demonstrated below, the Board's Order relies on material errors of law, adopts a threshold factual premise contradicted by the payroll records on file, and creates an unjust result by permanently foreclosing the statutory rights of a self-represented public employee without leave to amend.

I. PROCEDURAL HISTORY

On May 5, 2026, Complainant filed a Prohibited Practices Complaint against the Clark County School District ("District" or "CCSD") and the Clark County Education Association ("Association" or "Union" or "CCEA"). The Complaint alleged violations of NRS § 288.270(1)(e) (failure to administer a collective bargaining agreement in good faith), NRS § 288.270(1)(a) (interference with protected rights), and a breach of the statutory Duty of Fair Representation. Respondents filed Motions to Dismiss, asserting that the Board lacked jurisdiction over what they characterized as a pure "contract interpretation dispute." They argued that Complainant failed to state a justiciable controversy because her 2005 Master's degree was "already accounted for" during her 2015 rehire process.

On June 12, 2026, Complainant filed her Opposition to Clark County School District's and Clark County Education Association's Motions to Dismiss, supported by sworn declarations and official payroll screen exhibits. These records identify a factual contradiction in the Respondents' defenses.

On July 20, 2026, the Board issued an En Banc Order granting Respondents' Motions to Dismiss and dismissing the entire action with prejudice. This timely Petition for Rehearing follows within the 14-day window under NAC § 288.360.

II. LEGAL STANDARD FOR ADMINISTRATIVE REHEARING

Pursuant to NAC § 288.360, any party may petition the Board for a rehearing within 14 days after service of a final decision. A rehearing is warranted where the Board has overlooked a material fact, misapplied a controlling statutory provision, or relied on a preliminary record that contains unresolved disputes of material fact.

The Board has repeatedly held that a motion to dismiss must be denied — and an evidentiary hearing ordered — where a complainant's well-pleaded allegations raise colorable claims of a prohibited labor practice, because fact-bound disputes cannot be resolved on the pleadings. See AFSCME, Local 4041 v. State of Nevada, EMRB Item No. 861-A, Case No. 2020-01(2020).

III. LEGAL ARGUMENTS

ARGUMENT I: The Board's Order Relies on an Extra-Contractual Requirement Not Found in Article 26-26, Constituting a Clear Error of Law Under Established Nevada Contract Interpretation Rules.

In Conclusion of Law No. 7, the Dismissal Order concludes that Complainant was ineligible for a Salary Review and Adjustment Process (SRAP) benefit because she "did not demonstrate she qualified for a salary adjustment, as she did not provide proof of an educational degree attained after her 2015 hire date." (Order at p. 6.)

The Board's reliance on this unwritten post-2015 degree-conferral timeline as an eligibility filter constitutes a clear error of law under established Nevada contract-interpretation rules. If this restrictive conclusion is meant to rest upon language in the Negotiated Agreement, the Order fails to identify any such text, as no provision in Article 26-26 imposes or authorizes this chronological cutoff.

The plain text of Article 26-26 of the 2025–2027 Negotiated Agreement outlines the parameters for the SRAP. Specifically, Section 26-26-4(b) establishes eligibility for "current licensed employees who were not placed on the February 1, 2024, salary table based upon experience and education." Article 26-26-5 sets forth the required documentation, focusing on college transcripts and official degrees.

Under standard Nevada contract-construction rules, a clear and unambiguous agreement must be enforced strictly as written within its "four corners," and a tribunal may not add terms the parties did not include. See Clark County School District v. Clark County Association of School Administrators, 121 Nev. 1063, 113 P.3d 853 (2005). Because the Order enforces a restrictive eligibility criterion that appears nowhere in Article 26-26, the Board has validated an extra-contractual modification of a mandatory bargaining subject, which constitutes a clear error of law requiring reconsideration.

Subsection B. The Order Conflates Explicit Restrictions on "Experience" with Unrestricted "Educational" Columns.

In attempting to locate a contractual foundation for an educational cutoff, Respondents pointed below to a provision stating that prior experience lost to historical step caps "shall not be considered in calculating experience in the SRAP."

Complainant respectfully requests that the Board clarify whether its order relies on this specific language. A review of the plain text establishes that this provision applies strictly, explicitly, and exclusively to the calculation of experience tiers (years of service). It contains no restrictive vocabulary regarding educational credentials or degree-conferral dates.

Complainant does not seek to recalculate capped historical experience steps. Rather, she seeks the structural correction of her educational column placement under Article 26-26-4(b), as she holds a verified Master of Education degree but remains placed in Salary Grade III (BA+32). Permitting an explicit contractual limitation on experience to serve as an unwritten disqualifier for education introduces a severe error of contract construction that misinterprets the text of the Agreement.

Subsection C: The Ongoing Administration and Implementation of a Contract Within the Scope of Mandatory Bargaining Requires Good-Faith Adherence to Written Terms.

The Dismissal Order concludes that probable cause lacks foundation under NRS § 288.270(1)(e) because the Negotiated Agreement "was properly negotiated between CCSD and CCEA, and Complainant makes no factual allegations to the contrary."

Respectfully, Complainant requests that the Board evaluate whether its statutory jurisdiction under NRS Chapter 288 is limited solely to initial contract formation, or whether it extends to ongoing bad-faith contract administration. Complainant contends that the obligations imposed by NRS § 288.270(1)(e) apply with equal force to how a collective bargaining agreement is implemented.

Complainant does not contend that the contract's formation was flawed; rather, she alleges that enforcing an unwritten, unratified chronological cutoff to deny text-based Master's-degree benefits constitutes a bad-faith administrative practice. By ruling that a properly formed contract insulates an employer from claims regarding its subsequent bad-faith implementation, the Order applies an overly restrictive legal standard that conflicts with the purpose of NRS Chapter 288.

Subsection D: The Implementation of Extra-Contractual Criteria Governed by NRS § 288.150(2) Constitutes an Improper Unilateral Practice.

The Order determines that no unilateral change occurred because "CCSD did not make any changes to the Agreement regarding [mandatory bargaining] subjects."

Complainant respectfully requests that the Board identify whether an unlawful unilateral change requires a physical rewrite of a contract's text, or whether it can be accomplished through the unilateral implementation of unwritten operational practices. Complainant contends that an improper change occurs whenever an employer unilaterally enforces a policy that alters direct monetary compensation structures under NRS § 288.150(2).

By implementing an unwritten chronological cutoff via a district-wide announcement, the District and Union altered the compensation eligibility structure for a distinct class of current licensed employees. Because this practice enforces an eligibility filter missing from the ratified text of Article 26-26, Complainant contends it represents a unilateral structural change executed without a ratification vote, establishing probable cause under the Act.

Subsection E: Discretion Conferred Under Section 26-26-2 Over Budgetary Volume Does Not Authorize Arbitrary Eligibility-Filter Modifications.

The Order finds that the Agreement leaves "significant discretion to CCSD to decide whether a salary adjustment will be granted," relying on Section 26-26-2, which states that the District has sole discretion to determine "how many" adjustments are made.

Complainant respectfully requests that the Board reconsider whether discretion over the volume or fiscal capacity of adjustments grants an unchecked right to alter individual eligibility criteria. The plain text of Section 26-26-2 functions as a budgetary cap; it does not grant a license to invent extra-contractual barriers to disqualify an employee who satisfies the written text of Section 26-26-4(b).

Furthermore, the "final and not subject to appeal" clause in Section 26-26-6(d) cannot contractually abrogate a public-sector employee's statutory right to file a Prohibited Practices Complaint with the EMRB. By allowing a "no-grievance" clause to insulate a claim of bad-faith contract administration and a breach of the duty of fair representation, the Order would render ratified contract protections unenforceable.

Subsection F: The Absence of an Express "Guarantee" Clause Does Not Divest a Ratified Agreement of Its Binding, Predictable, and Uniform Legal Attributes.

In Paragraphs 6 and 7 of the Order, the Board concluded that because Article 26-26 fails to set forth an exhaustive list of the sufficient grounds leading to a salary adjustment, the District was authorized to enforce the unwritten post-2015 degree-conferral requirement.

Complainant respectfully requests that the Board identify what standard of contract stability remains if compliance with an agreement's explicit textual requirements is held to be legally "insufficient" to establish entitlement to a benefit. Collective bargaining agreements are negotiated to establish predictable, uniform, and binding terms of employment. To hold that an employer may implement unwritten, unratified exclusions because a contract lacks an explicit "guarantee" clause undermines the structural integrity of the collective bargaining process.

ARGUMENT II: The Dismissal Order Relies on a Factual Premise Regarding Complainant's Salary Placement That Is Inconsistent With the Official Payroll Records on File.

When evaluating a motion to dismiss, standard administrative pleading practice requires that a complainant's well-pleaded factual allegations be accepted as true, with all reasonable inferences drawn in her favor. In the Dismissal Order, the Board adopted the Respondents' core factual assertion that Complainant's 2005 Master's degree was "appropriately credited" and fully factored into her ongoing pay structure upon her 2015 rehire. (Order at p. 6.) Respectfully, Complainant requests that the Board evaluate whether this threshold factual premise creates a genuine factual dispute when cross-referenced with the official payroll documentation in the record:

1. Inconsistency in Current Salary Column Placement. Complainant's official CCSD Salary Placement Record (Exhibit 2) establishes that the District currently categorizes her under Salary Grade III. The District's official Licensed Professional Salary Table (Exhibit 1) demonstrates that Salary Grade III is the column for a "BA+32" designation (a Bachelor's degree plus 32 credits), while a Master's degree rests in Salary Grade IV. Because Complainant holds a verified Master of Education degree (Exhibit 11), her placement in Grade III is structurally inconsistent with the assertion that her postgraduate education is currently credited.

2. Factual Conflict Regarding Placement History. The contention that Complainant's 2015 placement appropriately accounted for her Master's degree is inconsistent with her employment records. The District's 2015 offer/placement documents (Exhibit F) reflect a placement of "Class D," not a first-column (Bachelor's) placement. Whatever the mechanism by which Complainant reached Salary Grade III, her current placement in the BA+32 column does not reflect her Master's degree. If her 2005 Master's degree had dictated her ongoing column placement as the denial asserts, she would occupy Salary Grade IV (MA), not Salary Grade III (BA+32).

Furthermore, when Complainant requested her official salary progression report to clarify this timeline, the District's Human Resources Unit stated that, per "Executive Leadership," it was unable to provide it (see Exhibit 12). Because the full historical report remains under the exclusive control of the employer, it is improper to dismiss this action with prejudice on the pleadings without allowing Complainant to obtain these records through administrative process and a full evidentiary hearing.

3. Successive Restructurings and Compaction. Complainant's historical Salary Step Worksheets (Exhibit 11) indicate that she was negatively affected by successive salary-table restructures, including the June 2022 Memorandum of Agreement (MOA) that modified the first column of the Professional Salary Table (PST). Rather than migrating Complainant to the modern table format based on her educational credentials, the implementation used compressed wage figures, effectively placing her in a column below her educational attainment. Because Complainant is a current licensed employee who contends she was "not

placed on the February 1, 2024, salary table based upon experience and education," her application raises a justiciable issue under Article 26-26-4(b).

By granting dismissal with prejudice at this preliminary stage, the Board resolved a contested, document-backed factual conflict. Because the official payroll screens are inconsistent with the Respondents' moving papers, a genuine dispute of material fact exists that the interests of justice require be resolved through a full evidentiary hearing rather than a summary dismissal on the pleadings.

ARGUMENT III: The Board Should Reconsider Whether Dismissal With Prejudice Was Warranted Without Explaining Why Amendment Would Be Futile.

The Dismissal Order concluded that Complainant's Complaint failed to state a justiciable controversy under NRS Chapter 288. However, because Complainant was proceeding pro se, had already submitted an Opposition, and had introduced substantial documentary evidence supporting her factual allegations, the severe remedy of dismissal with prejudice is unnecessarily restrictive.

If the Board determined that Complainant's statutory theories were inadequately pleaded, the interests of justice favored permitting amendment to address those concerns. The Nevada Supreme Court has long held that leave to amend should be "freely given when justice so requires." See Stephens v. Southern Nevada Music Co., 89 Nev. 105, 106, 507 P.2d 138, 139 (1973). While the Nevada Rules of Civil Procedure do not directly bind administrative tribunals, the Board has applied this liberal amendment philosophy by analogy — frequently dismissing structurally deficient complaints with leave to amend rather than terminating them outright.

This standard indicates that dismissal with prejudice should be reserved for instances where any future amendment would be entirely futile. Because the record contains verified payroll documentation indicating a structural column misplacement, the underlying claims are not inherently futile. Complainant respectfully requests that the Board reconsider its decision to permanently foreclose her statutory rights and clarify why dismissal with prejudice, rather than a disposition permitting amendment, was appropriate.

ARGUMENT IV: The Dismissal Order Lacks Separate Legal Analysis and Findings Concerning the Distinct Elements of the Breach-of-Duty-of-Fair-Representation Claim Against CCEA.

A Prohibited Practices Complaint asserting a breach of the statutory Duty of Fair Representation against a labor organization is governed by legal elements separate from a contract-administration claim against an employer. Under Vaca v. Sipes, 386 U.S. 171 (1967), a union breaches its duty if its processing of a member's contractual rights is arbitrary, discriminatory, or perfunctory.

Respectfully, Complainant requests that the Board clarify the independent legal basis for dismissing the claims against CCEA with prejudice, as the Order appears to conflate the Union's distinct obligations with the District's contractual defenses:

1. Absence of Separate Statutory Evaluation. The Order concentrates on whether the District possessed discretion under Article 26-26. But a union's duty to its members is independent of an employer's contractual defenses. Complainant introduced allegations and email records indicating that CCEA participated in and enforced an unwritten, unratified chronological cutoff that stripped a class of educators of a textually negotiated salary column. The Order provides no separate analysis explaining why these allegations fail to raise a justiciable controversy under the arbitrary-or-perfunctory standard.

2. Reliance on a Notice-Only Rationale. In Paragraph 7, the Order finds no probable cause because the Union eventually provided an emailed rationale on March 25, 2026, implying that

delivering a notification satisfies its statutory obligations under Section 26-26-6(c). But the duty of fair representation is not a clerical notification requirement. The core of Complainant's claim is that the Union accepted the plain, ratified text of Article 26-26 being displaced by an unwritten exclusion. That the Union sent an email confirming enforcement of that exclusion does not address whether its underlying decision to support the exclusion was arbitrary or in bad faith.

3. Reliance on Contractual Silence. The Order states the Union acted in accordance with the contract because Section 26-26-6(d) required it to notify employees of the results. In reality, the ratified Agreement is silent as to who must provide the results and when. By treating this silence as an absolute shield immunizing the Union from a breach-of-duty claim, the Order relies on a deficient premise.

Because a breach-of-duty-of-fair-representation claim stands on different statutory footing than a claim against the employer, dismissal of these allegations with prejudice requires a distinct evaluation. Complainant requests a rehearing to separately analyze whether CCEA's enforcement of an unwritten, unratified eligibility filter meets the threshold of perfunctory representation.

ARGUMENT V: The Dismissal Order Conflates Eligibility for a SRAP Review With an Automatic Entitlement to a Salary Adjustment.

Throughout these proceedings, Respondents emphasized that Article 26-26 contains no guarantee that a salary review will automatically result in a financial adjustment. Complainant agrees and has never asserted that a guarantee exists.

However, by treating the absence of a guaranteed adjustment as dispositive, the Order fails to address the distinct statutory question: whether the denial of Complainant's application rested upon eligibility standards lawfully reflected in the written text of the Agreement.

1. The Right to Lawful Consideration. There is a critical separation between entitlement to an automatic payout and the right to have an application evaluated under the uniform, ratified, written criteria of the contract. Complainant's claim is not that she was denied a guaranteed award; it is that she was denied a lawful, good-faith review because the District applied an unwritten eligibility criterion — the timing of her degree — found nowhere within the "four corners" of Article 26-26.

2. The Absence of a Guarantee Cannot Legalize Arbitrary Rules. That an adjustment is not guaranteed does not grant an employer or union an unrestricted ability to apply eligibility criteria not reflected in the written Agreement. If an employer can declare an applicant "ineligible" based on a rule that does not exist in print, the purpose of collective bargaining is defeated.

Framing the issue around the absence of a guaranteed salary adjustment does not, by itself, resolve whether the eligibility criteria applied to Complainant's application were authorized by the negotiated Agreement. Complainant requests a rehearing to address the specific, unwritten eligibility criteria used to deny her a lawful review.

IV. CONCLUSION AND RELIEF SOUGHT

For the foregoing reasons, Complainant Sarah Gazala respectfully requests that the Board grant this Petition for Rehearing, vacate its En Banc Order of July 20, 2026, and deny the Respondents' Motions to Dismiss.

Because the record contains verified payroll documentation indicating a structural column misplacement, the underlying claims are not inherently futile. In the alternative, Complainant respectfully requests that the Board reconsider whether the absolute foreclosure of her statutory rights was warranted, or whether the interests of justice favor a disposition permitting amendment to address the Board's specific pleading concerns.

Complainant further requests that this matter be set for a full evidentiary hearing on the merits so that these genuine, document-backed disputes of material fact may be properly evaluated.

Dated this 31st day of July, 2026.

Respectfully submitted,

By: ______________________________

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CERTIFICATE OF SERVICE

I hereby certify that on this 31st day of July, 2026, I served a true and correct copy of the foregoing Complainant's Petition for Rehearing via electronic service, pursuant to the parties' ongoing electronic service agreement, addressed to the following counsel of record:

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By: ______________________________
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