

**BEFORE THE STATE OF NEVADA  
GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD**

In the Matter of: **CASE 2026-009**

**SARAH GAZALA,**  
Complainant,

vs.

**CLARK COUNTY SCHOOL DISTRICT and  
CLARK COUNTY EDUCATION ASSOCIATION,**  
Respondents.

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**COMPLAINT FOR PROHIBITED PRACTICES UNDER NRS CHAPTER 288**

Complainant Sarah Gazala ("Complainant"), by and through self-representation, files this Complaint pursuant to NRS Chapter 288 and the regulations of the Government Employee-Management Relations Board ("Board"), and alleges as follows:

**I. Parties**

1. Complainant Sarah Gazala is a licensed Special Education teacher employed by the Clark County School District. Her residence address is 2859 Dunnottar Avenue, Henderson, Nevada 89044. She may be reached at 702-353-7293 and sarahgazala@icloud.com. She is a member of the bargaining unit represented by Respondent CCEA.
2. Respondent Clark County School District ("CCSD" or "District") is a local government employer within the meaning of NRS 288.060. Its principal office is 2832 E. Flamingo Road, Las Vegas, Nevada 89121.
3. Respondent Clark County Education Association ("CCEA" or "Association") is the recognized employee organization within the meaning of NRS 288.040 and the exclusive bargaining representative of licensed personnel of CCSD pursuant to Article 2 of the 2025–2027 Negotiated Agreement. Its principal office is 4230 McLeod Drive, Las Vegas, Nevada 89121.

**II. Jurisdiction**

4. The Board has jurisdiction over this matter pursuant to NRS 288.110 and NRS 288.270, which prohibit specified practices by local government employers and recognized employee organizations.
5. This Complaint is timely. The complained-of conduct includes the District's denial communication of January 23, 2026, and the rationale provided on March 25, 2026, both of which fall within the six-month limitations period under NRS 288.110(4). The harm is also continuing in nature.

**III. Statement of Facts**

6. Complainant was first hired by CCSD in January 2005. She returned to CCSD in August 2015. At the time of her August 2015 rehire, the District's licensed salary schedule was based solely on years of experience, and did not recognize educational attainment.
7. After Complainant's 2015 rehire, the District subsequently restored a salary structure that considers both experience and educational attainment. Complainant's placement was never adjusted to reflect both factors.
8. Complainant holds a Master's degree pertinent to her current Special Education assignment in a Title I school.

9. In April 2024, the Association solicited documentation from licensed employees as part of a salary review effort. Complainant submitted complete documentation — including transcripts, degree, conferral date, licensure, and proof of years of experience — on April 3, 2024.
10. The 2025–2027 Negotiated Agreement was made effective August 14, 2025 (Preamble, p. 4). Article 26-26 of that Agreement establishes the Salary Review and Adjustment Process ("SRAP") and identifies the documentation required for eligibility (Article 26-26-5). Article 26-26-7 provides that adjustments shall be granted "up to a maximum cost of \$10 million for fiscal year 2026."
11. Article 26-26-4 identifies two categories of licensed employees eligible to request salary review under SRAP. Subsection (b) covers "[c]urrent licensed employees who were not placed on the February 1, 2024, salary table based upon experience and education." Complainant falls within that subsection.
12. Article 26-26-5 lists the documentation required to establish eligibility, including (a) offer of employment letter and/or salary progression report, (b) licenses and endorsements, (c) educational transcripts including major, degree, and conferral date, (d) educational degrees and college credits pertinent to the subject matter currently taught, and (e) proof of years of experience. Subsection (e)(i) addresses the 2015–2016 schedule change and provides that experience affected by the prior step caps "shall not be considered in calculating experience in the SRAP."
13. Article 26-26-5 contains no provision excluding a Master's degree from consideration based on its conferral date.
14. On January 23, 2026, the District denied Complainant's SRAP application. The denial communication was generalized and did not identify the specific contractual basis for ineligibility in Complainant's case.
15. Complainant repeatedly contacted the Association — including CCEA representative Kristina Broils — seeking a written explanation. Multiple weeks elapsed without a substantive response.
16. On March 25, 2026, after multiple follow-ups, Complainant was provided the following written rationale by the Association on behalf of the determination:

*"After reviewing the results, your application was determined ineligible for adjustment because your MA degree was earned prior to the 2015–2016 school year. This was denied because this degree has already been used to determine your placement according to the contract under which you were initially hired."*

17. That rationale is not contained in Article 26-26-5. Subsection (e)(i) — the only provision in Article 26-26-5 that references the 2015–2016 school year — applies expressly and only to the calculation of experience, not to educational attainment.
18. Upon information and belief, similarly situated licensed employees holding Master's degrees have received salary adjustments under SRAP, while Complainant has not.

#### **IV. First Claim for Relief — Against Respondent CCSD**

##### **(Violation of NRS 288.270(1)(e) — Failure to Negotiate or Administer the Agreement in Good Faith)**

1. Complainant incorporates the preceding paragraphs.
2. NRS 288.270(1)(e) makes it a prohibited practice for a local government employer to "[r]efuse to bargain collectively in good faith with the recognized employee organization as required in NRS 288.150." Implementing and administering a negotiated agreement consistently with its terms is part of the duty of good-faith bargaining under Nevada law.
3. CCSD denied Complainant's SRAP application on the basis that her Master's degree was earned before the 2015–2016 school year and had previously been considered at her initial hire. Article 26-26-5 contains no such criterion.
4. CCSD applied to Complainant's pre-implementation submission interpretive limitations that did not appear in the negotiated text and were not communicated to Complainant when she submitted her documentation.

5. CCSD did not provide a contemporaneous, individualized written explanation of the basis for its determination, and the eventual rationale identified no contractual provision authorizing the criteria applied.
6. These actions constitute administration of the Agreement in a manner inconsistent with its terms, and therefore a failure to negotiate in good faith within the meaning of NRS 288.270(1)(e).

## **V. Second Claim for Relief — Against Respondent CCSD**

### **(Violation of NRS 288.270(1)(a) — Interference with Protected Rights)**

1. Complainant incorporates the preceding paragraphs.
2. NRS 288.270(1)(a) prohibits a local government employer from "[i]nterfer[ing] with, restrain[ing] or coerc[ing] any employee in the exercise of any right guaranteed under this chapter."
3. By denying contractually authorized review without a basis stated in the Agreement, by withholding a clear individualized explanation, CCSD has interfered with Complainant's ability to exercise her rights under the negotiated agreement and under NRS Chapter 288.

## **VI. Third Claim for Relief — Against Respondent CCEA**

### **(Breach of the Duty of Fair Representation)**

1. Complainant incorporates the preceding paragraphs.
2. As exclusive bargaining representative, CCEA owes a duty of fair representation to Complainant. The Board has long recognized this duty as derivative of the Association's exclusive representation status. A breach occurs where the union's conduct toward a member is arbitrary, discriminatory, or in bad faith.
3. Under Article 26-26-6(c), the Association is responsible for reviewing each licensed employee's required documentation to determine eligibility, with that determination "agreed upon by the School District."
4. CCEA failed to provide Complainant a timely written explanation of the basis for the denial. More than two months passed between the January 23, 2026 denial and the March 25, 2026 rationale.
5. CCEA accepted, joined, or otherwise failed to challenge a denial rationale that is not supported by the text of Article 26-26-5 — namely, that a Master's degree conferred before 2015–2016 is disqualifying — even though the only 2015–2016 reference in that section is expressly limited to experience calculation.
6. CCEA's conduct, taken as a whole, was at minimum perfunctory and arbitrary in handling Complainant's case, in breach of the duty of fair representation.

## **VII. Relief Requested**

### **Complainant respectfully requests that the Board:**

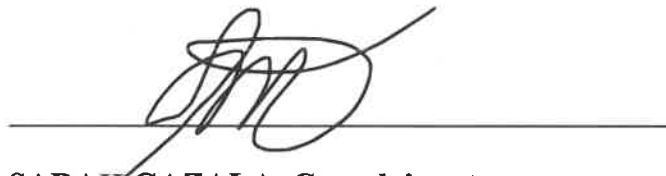
1. Find that CCSD committed prohibited practices under NRS 288.270(1)(a) and (e).
2. Find that CCEA breached its duty of fair representation.
3. Order CCSD to administer Article 26-26-5 of the Negotiated Agreement consistent with its plain terms and to reconsider Complainant's SRAP application using only those criteria stated in Article 26-26-5.
4. Order CCSD to issue a written, individualized determination identifying every contractual provision relied upon, including any internal guidance and the contractual authority for that guidance.
5. Order CCSD to apply transparent, contractually grounded criteria consistently to similarly situated licensed employees.

6. Order CCEA to fulfill its duty of fair representation, including by providing timely communication, articulating its independent contractual analysis to Complainant, and assisting in advancing Complainant's grievance through the Article 4 grievance and arbitration procedure.
7. Award Complainant any salary adjustment improperly denied, including retroactive amounts where consistent with the Agreement and Nevada law, and reasonable costs.
8. Grant any further relief the Board deems just and proper.

### **VIII. Verification and Signature**

**I, Sarah Gazala, declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct to the best of my knowledge.**

**Dated:** May 5th, 2026

A handwritten signature in black ink, appearing to be 'S. Gazala', written over a horizontal line.

**SARAH GAZALA, Complainant**

**2859 Dunnottar Avenue**

**Henderson, NV 89044**

**702-353-7293**

**sarahgazala@icloud.com**

**CCEA (Respondent)**

**Answer to Complaint**

FILED  
May 29, 2026  
State of Nevada  
E.M.R.B.  
9:25 a.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](mailto: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 SARAH GAZALA,  
10 Complainant,

Case No.: 2026-009

11 v.

CLARK COUNTY EDUCATION  
ASSOCIATION'S ANSWER TO COMPLAINT

12  
13 CLARK COUNTY EDUCATION  
14 ASSOCIATION; CLARK COUNTY  
15 SCHOOL DISTRICT,  
16 Respondents

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

20 **PARTIES**

- 21
- 22 1. CCEA admits to the allegations contained in paragraph 1 of the Complaint.
  - 23 2. Answering paragraph 2 of the Complaint, CCEA admits that the Clark County  
24 School District ("CCSD") or ("District") is a local government employer within the meaning of  
25 NRS 288.060.
  - 26 3. CCEA admits to the allegations contained in paragraph 3 of the Complaint.
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**JURISDICTION**

4. CCEA admits to the allegations contained in paragraph 4 of the Complaint.

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

**STATEMENT OF FACTS**

6. Answering paragraph 6 of the Complaint, CCEA admits that Complainant was first hired by CCSD in 2005 and then was rehired in August of 2015. CCEA denies the remaining allegations in paragraph 6 of the Complaint.

7. CCEA denies the allegations contained in paragraph 7 of the Complaint.

8. Answering paragraph 8 of the Complaint, CCEA admits that Complainant holds a Master's degree that was conferred in 2005. CCEA is without sufficient knowledge or information to admit or deny the remaining allegations in paragraph 8 of the Complaint, and therefore, denies those allegations.

9. Answering paragraph 9 of the Complaint, CCEA admits that it solicited in or around April of 2024 documentation from licensed employees, for the purpose of determining the impacted population and how much a salary review effort would cost, in preparation for negotiations for the 2025-2027 Negotiated Agreement, and that Complainant submitted such documentation on or around April 3, 2024. To the extent that this paragraph implies that the solicitation of such documents by CCEA constituted a guarantee that the employee would receive a salary adjustment, CCEA denies this allegation.

1           10.           Answering paragraph 10 of the Complaint, CCEA admits that the 2025-2027  
2 Negotiated Agreement was agreed to by CCEA and CCSD, and that the Agreement between  
3 these two parties states what it states. CCEA denies any remaining allegations contained therein.

4           11.           Answering paragraph 11 of the Complaint, the paragraph calls for or requires a  
5 legal conclusion, for which no response is required. To the extent that a response is required,  
6 CCEA admits that its Negotiated Agreement with CCSD states what it states. CCEA denies any  
7 remaining allegations contained therein.

8           12.           Answering paragraph 12 of the Complaint, the paragraph calls for or requires a  
9 legal conclusion, for which no response is required. To the extent that a response is required,  
10 CCEA admits that its Negotiated Agreement with CCSD states what it states, including that  
11 Article 26-26-5 lists what documentation is required to trigger a salary review and to qualify the  
12 employee for an adjustment, and that any prior experience from that was not reflected stemming  
13 from the change in the 2015-2016 salary schedule will not be considered in calculating  
14 experience for SRAP purposes. CCEA denies any remaining allegations contained therein.

15           13.           Answering paragraph 13 of the Complaint, the paragraph calls for or requires a  
16 legal conclusion, for which no response is required. To the extent a response is required, CCEA  
17 denies the allegations in paragraph 13 of the Complaint.

18           14.           Answering paragraph 14 of the Complaint, CCEA admits that CCSD informed  
19 her on January 23, 2026 that she was not eligible for a salary adjustment pursuant to SRAP.  
20 Answering the remaining allegations in paragraph 14 of the Complaint, CCEA is without  
21 sufficient knowledge or information to admit or deny the allegations in paragraph 14 of the  
22 Complaint, and therefore, denies those allegations.

23           15.           CCEA denies the allegations in paragraph 15 of the Complaint.  
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1           16.           Answering paragraph 16 of the Complaint, CCEA admits that it issued to  
2 Complainant on March 25, 2026 the stated written rationale for her not being entitled to a salary  
3 adjustment pursuant to SRAP. CCEA denies any remaining allegations contained therein.

4           17.           Answering paragraph 17 of the Complaint, the paragraph calls for or requires a  
5 legal conclusion, for which no response is required. To the extent a response is required, CCEA  
6 denies the allegations in paragraph 17 of the Complaint.

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

9                           **FIRST CLAIM FOR RELIEF- AGAINST RESPONDENT CCSD**

10           19.           Answering paragraph 1 of this section of the Complaint, CCEA reiterates what it  
11 has stated in the preceding paragraphs of this Answer.

12           20.           Answering paragraph 2 of this section of the Complaint, the paragraph is not  
13 directed at CCEA; therefore, no response is required from the Association. To the extent that a  
14 response is required, CCEA admits that NRS 288 speaks for itself. CCEA is without sufficient  
15 knowledge or information to admit or deny the remaining allegations in this paragraph, and  
16 therefore, denies those allegations.

17           21.           Answering paragraph 3 of this section of the Complaint, the paragraph is not  
18 directed at CCEA; therefore, no response is required from the Association. To the extent that a  
19 response is required, CCEA is without sufficient knowledge or information to admit or deny the  
20 allegations in paragraph 3 of this section of the Complaint, and therefore, denies those  
21 allegations.

22           22.           Answering paragraph 4 of this section of the Complaint, the paragraph is not  
23 directed at CCEA; therefore, no response is required from the Association. To the extent that a  
24 response is required, CCEA is without sufficient knowledge or information to admit or deny the  
25 allegations in paragraph 4 of this section of the Complaint, and therefore, denies those  
26 allegations.

1 allegations in paragraph 4 of this section of the Complaint, and therefore, denies those  
2 allegations.

3 23. Answering paragraph 5 of this section of the Complaint, the paragraph is not  
4 directed at CCEA; therefore, no response is required from the Association. To the extent that a  
5 response is required, CCEA is without sufficient knowledge or information to admit or deny the  
6 response is required, CCEA is without sufficient knowledge or information to admit or deny the  
7 allegations in paragraph 5 of this section of the Complaint, and therefore, denies those  
8 allegations.

9 24. Answering paragraph 6 of this section of the Complaint, the paragraph is not  
10 directed at CCEA; therefore, no response is required from the Association. To the extent that a  
11 response is required, CCEA is without sufficient knowledge or information to admit or deny the  
12 response is required, CCEA is without sufficient knowledge or information to admit or deny the  
13 allegations in paragraph 6 of this section of the Complaint, and therefore, denies those  
14 allegations.

15 **SECOND CLAIM FOR RELIEF- AGAINST RESPONDENT CCSD**

16 25. Answering paragraph 1 of this section of the Complaint, CCEA reiterates what it  
17 has stated in the preceding paragraphs of this Answer.

18 26. Answering paragraph 2 of this section of the Complaint, the paragraph is not  
19 directed at CCEA; therefore, no response is required from the Association. To the extent that a  
20 response is required, CCEA admits that NRS 288 speaks for itself.

21 27. Answering paragraph 3 of this section of the Complaint, the paragraph is not  
22 directed at CCEA; therefore, no response is required from the Association. To the extent that a  
23 response is required, CCEA is without sufficient knowledge or information to admit or deny the  
24 response is required, CCEA is without sufficient knowledge or information to admit or deny the  
25 allegations in paragraph 3 of this section of the Complaint, and therefore, denies those  
26 allegations.  
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**WHEREFORE**, this answering Respondent prays as follows:

1. That the Complainant take nothing by way of this Complaint;
2. That judgment be awarded in favor of this answering Respondent, Clark County Education Association;
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 29<sup>th</sup> 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](mailto:ddabaghian@ccea-nv.org)  
*Attorney for Respondent CCEA*

**CERTIFICATE OF SERVICE**

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I hereby certify that on the 29th day of May, 2026, I sent a true and correct copy of the foregoing  
**CLARK COUNTY EDUCATION ASSOCIATION'S ANSWER TO COMPLAINT** by  
email to the following:

SARAH GAZALA  
2859 Dunnottar Avenue  
Henderson, NV 89044  
702-353-7293  
[sarahgazala@icloud.com](mailto:sarahgazala@icloud.com)  
*Complainant (pro se)*



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AN EMPLOYEE OF CCEA

**CCSD (Respondent)**

**Answer to Complaint**

FILED  
June 1, 2026  
State of Nevada  
E.M.R.B.  
10:11 a.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](mailto:herrec4@nv.ccsd.net)  
9 *Attorney for Respondent,*  
10 *Clark County School District*

11 STATE OF NEVADA

12 GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

13 SARAH GAZALA,

14 Complainant,

15 v.

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

19 Respondents.

CASE NO.:2026-009

**CLARK COUNTY SCHOOL DISTRICT'S  
ANSWER TO COMPLAINT**

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

23 **PARTIES**

24 1. Answering paragraph 1 of the Complaint, the District admits that Complainant  
25 Sarah Gazala ("Complainant") is a teacher employed by the District and a member of the  
26 bargaining unit represented by Respondent Clark County Education Association ("CCEA"). The  
27 District is without sufficient knowledge or information to admit or deny the remaining allegations  
28 in said paragraph, and therefore denies those allegations.

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

...



1 the remaining allegations contained therein, including that Complainant was “not placed on the  
2 February 1, 2024 salary table based upon experience and education.”

3 12. Answering paragraph 12 of the Complaint, the District admits that the 2025-2027  
4 Negotiated Agreement between the District and CCEA states what it states. The District denies  
5 the remaining allegations contained therein.

6 13. Answering paragraph 13 of the Complaint, the District denies the allegations  
7 contained therein.

8 14. Answering paragraph 14 of the Complaint, the District admits that on January 23,  
9 2026, it informed Complainant that she was not eligible for a salary adjustment under Article 26-  
10 26. The District denies the remaining allegations contained therein.

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

14 16. Answering paragraph 16 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 17. Answering paragraph 17 of the Complaint, the District admits that the 2025-2027  
18 Negotiated Agreement between the District and CCEA states what it states. The District denies  
19 the remaining allegations contained therein.

20 18. Answering paragraph 18 of the Complaint, the District denies the allegations  
21 contained therein.

22 **FIRST CLAIM FOR RELIEF- AGAINST RESPONDENT CCSD**

23 **(Violation of NRS 288.270(1)(e)-Failure to Negotiate**  
24 **or Administer the Agreement in Good Faith)**

25 19. Answering paragraph 1 of this claim, the District repeats and reasserts its  
26 responses to each of the preceding paragraphs as if fully set forth herein.

27 ...

28 ...

1           20.     Answering paragraph 2 of this claim, the paragraph calls for a legal conclusion for  
2 which no response is required. To the extent a response is required, the District admits that NRS  
3 288.270 states what it states and otherwise denies any remaining allegations contained therein.

4           21.     Answering paragraph 3 of this claim, the District admits that Complainant was not  
5 eligible for a salary adjustment under Article 26-26 of the 2025-2027 Negotiated Agreement. The  
6 District denies the remaining allegations contained therein.

7           22.     Answering paragraph 4 of this claim, the District denies the allegations contained  
8 therein.

9           23.     Answering paragraph 5 of this claim, the District denies the allegations contained  
10 therein.

11          24.     Answering paragraph 6 of this claim, the District denies the allegations contained  
12 therein.

13                           **SECOND CLAIM FOR RELIEF- AGAINST RESPONDENT CCSD**

14                           **(Violation of NRS 288.270(1)(a)-Interference with Protected Rights)**

15          25.     Answering paragraph 1 of this claim, the District repeats and reasserts its  
16 responses to each of the preceding paragraphs as if fully set forth herein.

17          26.     Answering paragraph 2 of this claim, the paragraph calls for a legal conclusion for  
18 which no response is required. To the extent a response is required, the District admits that NRS  
19 288.270 states what it states and otherwise denies any remaining allegations contained therein.

20          27.     Answering paragraph 3 of this claim, the District denies the allegations contained  
21 therein.

22                           **THIRD CLAIM FOR RELIEF- AGAINST RESPONDENT CCEA**

23                           **(Breach of the Duty of Fair Representation)**

24          28.     Answering paragraph 1 of this claim, the District repeats and reasserts its  
25 responses to each of the preceding paragraphs as if fully set forth herein.

26          29.     Answering paragraph 2 of this claim, the paragraph is not directed at the District;  
27 therefore, no response is required from the District. Moreover, the paragraph calls for a legal  
28 conclusion for which no response is required. To the extent a response is required, the District

1 states it is without sufficient knowledge or information to admit or deny the allegations in said  
2 paragraph, and therefore denies the allegations.

3 30. Answering paragraph 3 of this claim, the paragraph is not directed at the District;  
4 therefore, no response is required from the District. To the extent a response is required, the  
5 District admits that the 2025-2027 Negotiated Agreement between the District and CCEA states  
6 what it states. The District denies the remaining allegations contained therein.

7 31. Answering paragraph 4 of this claim, the paragraph is not directed at the District;  
8 therefore, no response is required from the District. To the extent a response is required, the  
9 District states it is without sufficient knowledge or information to admit or deny the allegations in  
10 said paragraph, and therefore denies the allegations.

11 32. Answering paragraph 5 of this claim, the paragraph is not directed at the District;  
12 therefore, no response is required from the District. To the extent a response is required, the  
13 District states it is without sufficient knowledge or information to admit or deny the allegations in  
14 said paragraph, and therefore denies the allegations.

15 33. Answering paragraph 6 of this claim, the paragraph is not directed at the District;  
16 therefore, no response is required from the District. To the extent a response is required, the  
17 District states it is without sufficient knowledge or information to admit or deny the allegations in  
18 said paragraph, and therefore denies the allegations.

19 **REQUEST AND PRAYER FOR RELIEF**

20 1. Answering the requests for relief 1 through 8 stated in the Complaint, the District  
21 denies that Complainant is entitled to any relief as against the District.

22 **AFFIRMATIVE DEFENSES**

23 1. The Complaint fails to state a cognizable prohibited practice under NRS Chapter  
24 288.

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

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

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

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

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

1. That the Complainant take nothing by way of this Complaint;
2. That judgment be awarded in favor of this answering Respondent, the Clark County School District;
3. That this answering Respondent, the Clark County School District, 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 1<sup>st</sup> day of June, 2026.

CLARK COUNTY SCHOOL DISTRICT  
OFFICE OF THE GENERAL COUNSEL

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

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that on the 1<sup>st</sup> day of June, 2026, I sent a true and correct copy of the  
3 foregoing **CLARK COUNTY SCHOOL DISTRICT’S ANSWER TO COMPLAINT** by U.S.

4 Mail with first-class postage fully prepaid to the following:

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