

FILED
June 1, 2026
State of Nevada
E.M.R.B.
10:10 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
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 MOTION TO DISMISS**

20 The CLARK COUNTY SCHOOL DISTRICT (“the District” or “CCSD”), by and through
21 its undersigned counsel, moves to dismiss Sarah Gazala’s (“Complainant’s”) Complaint as not
22 raising a justiciable controversy or probable cause for consideration. The Complaint seeks to
23 argue that the District committed a unilateral change to the terms and conditions negotiated with
24 the Clark County Education Association (“CCEA”) in the 2025-2027 Negotiated Agreement.
25 However, the District is applying terms and conditions as negotiated between the District and
26 CCEA. Although Complainant may desire that the terms apply in the manner she desires, she
27 cannot maintain a prohibited labor practice claim when one does not exist.

28 I. INTRODUCTION

There is no justiciable issue or probable cause for the Board’s consideration in the instant
Complaint as against the Clark County School District. Complainant has needlessly charged the
District with a unilateral change claim, knowing that the District has not committed any change

1 without bargaining. Rather, what Complainant seeks to attack through her Complaint are the
2 salary terms that the District negotiated with CCEA through the collective bargaining process.

3 CCEA is the exclusive bargaining representative for teachers within the District and
4 negotiated certain salary placement terms for the current negotiated agreement (the “2025-2027
5 Negotiated Agreement”) with the District. The terms included a Salary Review and Adjustment
6 Process (“SRAP”) for two groups of licensed employees: “Licensed employees who were
7 negatively affected by the compaction of salaries due to the June 2022 MOA that modified the
8 first column of the PST”; and “Current licensed employees who were not placed on the
9 February 1, 2024 salary table based upon experience and education.” See Relevant Pages of
10 2025-2027 Negotiated Agreement, attached hereto as **Exhibit A**.

11 Complainant seeks to collaterally attack the negotiated terms via a claim that the District
12 committed a prohibited practice by refusing to bargain collectively in good faith with the
13 recognized employee organization, claiming it did not implement and administer the negotiated
14 agreement consistently with its terms. She maintains that the District denied her SRAP
15 application for a salary adjustment based on her education and years of experience. However,
16 Complainant was hired with the District in 2015, and her master’s degree was considered when
17 she was initially placed on the salary table at the time of her hire. The terms of the SRAP in the
18 2025-2027 Negotiated Agreement do not apply to Complainant as she maintains. Employees, like
19 Complainant, do not qualify under SRAP because degrees earned before June 2, 2016, are not to
20 be considered for a salary -adjustment since those degrees were already considered for the
21 employee’s salary placement. Importantly, the terms regarding SRAP in the current agreement
22 were bargained for and negotiated by CCEA and the District, and the two parties to the agreement
23 are of the same understanding on the issue.

24 Confusingly, Complainant also claims that the District interfered with her protected rights
25 under NRS 288 by denying contractually authorized review and withholding a clear
26 individualized explanation. However, it is clear from her allegations that her request was actually
27 reviewed, and denied, and that she was provided an explanation for the denial – she simply
28 disagrees with the outcome.

1 Overall, Complainant has failed to raise a justiciable controversy that may be reviewed by
2 the EMRB, and thus her Complaint must be dismissed.

3 **II. STATEMENT OF FACTS**

4 **A. The 2025-2027 Negotiated Agreement Between CCEA and the District.**

5 The District is a local government employer within the meaning of NRS 288.060, and
6 CCEA is the recognized, exclusive bargaining representative for teachers within the District in
7 accordance with NRS 288.160 and NRS 288.133. The parties entered into a 2025-2027
8 Negotiated Agreement, the terms of which applied to Complainant's recent request for salary
9 review and adjustment. See Relevant Pages of 2025-2027 Negotiated Agreement, attached hereto
10 as **Exhibit A**; see also, *Reno Police Protective Assoc. v. City of Reno*, Item No. 175, EMRB Case
11 No. A1-045390 (1985).

12 Prior to the current negotiated agreement, CCEA and the District reached an arbitral
13 agreement for a contract on December 20, 2023. That agreement—the 2023-2025 Negotiated
14 Agreement—was effective from July 1, 2023 through June 30, 2025. See the Relevant Pages of
15 the 2023-2025 Negotiated Agreement attached hereto as **Exhibit B**. The 2023-2025 Agreement
16 included a new negotiated salary table—the PST—whose implementation and application would
17 apply to licensed educators based on their date of hire. *Id.*; see also, Related Correspondence and
18 PST, attached hereto as **Exhibit C**. More specifically, licensed educators hired on or after
19 February 1, 2024, would be placed directly in the PST based on their education and years of
20 experience. *Id.* Licensed educators hired before February 1, 2024 (and before the implementation
21 of the PST) would receive a 10% wage increase to their existing salary, as dictated by the 2021-
22 2023 Negotiated Agreement between the District and CCEA. *Id.* The parties also agreed to
23 transition the existing licensed educators to the PST by placing them in the column and step that
24 most closely reflected the number, rounded up or down, that matched their salary/wage in the
25 2021-2023 Negotiated Agreement with the 10% wage increase. *Id.*

26 In the 2025-2027 Negotiated Agreement, CCEA and the District reached an agreement
27 that provided, in relevant part, "current licensed employees who were not placed on the
28 February 1, 2024 salary table based upon experience and education," could submit a request to

1 CCEA for review of their salary. **Exhibit A.** CCEA would then review the licensed employee's
2 documentation to determine if they met the criteria to be eligible for a salary adjustment. *Id.*
3 Specifically, "[t]he Association shall review each licensed employee's required documentation to
4 determine if he/she meets the criteria to be eligible for a salary adjustment. This determination
5 must be agreed upon by the School District. All licensed employees who request a review shall
6 be notified of the results. All reviews and results are final and not subject to appeal or the
7 grievance procedure." **Exhibit A**, at Article 26-26-6. The District sent its licensed employees,
8 including teachers like Complainant, an email on October 13, 2025 concerning the salary review
9 and adjustment process under Article 26-26 and made clear that "education and experience prior
10 to 2015-2016 will not be considered in determining eligibility." **Exhibit D.**

11 **B. Complainant's Employment with the District.**

12 Complainant was first employed by the District in January 2005. *See* Complainant's Offer
13 of Employment dated 2005, attached hereto as **Exhibit E**. She was subsequently rehired as a
14 licensed educator in August 2015. *See* Complainant's Offer of Employment and Placement on
15 the Annual Teacher Salary Schedule dated 2015, attached hereto as **Exhibit F**. Complainant was
16 originally placed on Class D, Step 01 on the salary schedule that was in effect at the time, then
17 moved to Class D, Step 02, and her placement considered her master's degree and experience.
18 **Exhibit E.**

19 **C. Complainant's Allegations.**

20 Complainant alleges that in April 2024, CCEA solicited documentation from licensed
21 employees as part of a salary review effort. Complainant alleges that she submitted
22 documentation to CCEA on April 3, 2024. Complainant alleges that on January 23, 2026, the
23 District denied her SRAP application, and that on March 25, 2026, CCEA informed her that "your
24 application was determined ineligible for adjustment because your MA degree was earned prior to
25 the 2015-2016 school year. This was denied because this degree has already been used to
26 determine your placement according to the contract under which you were initially hired."
27 Despite clear indication that both the District and CCEA reviewed Complainant's request, agreed
28 that the bargained-for terms of the SRAP in the 2025-2027 Negotiated Agreement did not apply

1 to Complainant, and notified her of the results of the review, she has now filed a claim against the
2 District before this Board.

3 **III. LEGAL AUTHORITY**

4 NAC 288.200 identifies that a complaint must include:

5 (c) A clear and concise statement of the facts constituting the alleged practice
6 sufficient to raise a justiciable controversy under chapter 288 of NRS, including
7 the time and place of the occurrence of the particular acts and the names of persons
involved; and

8 (d) The legal authority under which the complaint is made.

9 NAC 288.375 further provides that the Board may dismiss a matter for any of the
10 following related reasons:

11 1. If the Board determines that no probable cause exists for the complaint, or if
12 the complaint has been settled and notice of the settlement has been received by
the Board.

13 ...

14 5. If an applicant, petitioner or complainant files a spurious or frivolous
15 complaint or a complaint which presents only issues that have been previously
16 decided by the Board.

17 In this case, the Complaint should be dismissed as against the District because there is no
18 justiciable controversy. Complainant avers that the District did not consistently apply the terms
19 of the agreement, even though the terms that were applied were bargained-for and negotiated with
20 her recognized bargaining agent. Complainant was apprised of that information by CCEA, which
21 further renders her complaint spurious and frivolous. Further, the District has not interfered,
22 restrained, or coerced Complainant in the exercise of her rights guaranteed by NRS 288, as she
23 was free to apply for salary review, her application was reviewed and denied, and she was not
24 prohibited from seeking assistance from her representative association.

25 **IV. MEMORANDUM OF POINTS AND AUTHORITIES**

26 The EMRB has jurisdiction over unfair labor practices, and an unfair labor practice
27 includes the prohibited practice of willfully refusing to bargain collectively in good faith with the
28 exclusive representative. NRS 288.270(1)(e). Complainant's claims are confusing because she

1 avers that the District violated NRS 288.170(1)(e) because it denied her application for a salary
2 review based on the fact that it had previously considered her master's degree in 2015 when she
3 was re-hired, which is not exactly a failure by the District to negotiate with the recognized
4 employee representative. Although she does not state it clearly in the Complaint, Complainant's
5 allegations do read as a claim that the District committed an unfair labor practice by unilaterally
6 changing the terms of the agreement, namely by denying her application for salary review. Under
7 the unilateral change theory, an employer commits a prohibited labor practice when it changes the
8 terms and conditions of employment that fall under the subjects of mandatory bargaining listed in
9 NRS 288.150 without first bargaining in good faith with the recognized bargaining agent. See
10 *City of Reno v. Reno Police Protective Ass'n.*, 118 Nev. 889, 59 P.3d 1212 (2002). This Board
11 generally looks to what the established terms of employment were before the alleged change, then
12 looks to what the terms of employment were after the alleged change, and then comparing the two
13 to determine if a change by the employer has in fact taken place. *Service Empl. Int'l Union, Local*
14 *1107 v. Clark County*, Item No. 713A, EMRB Case No. AI-04596 (2010).

15 Here, Complainant's claim against the District fails because the District and CCEA did
16 participate in good faith negotiations and reached an agreement regarding the Salary Review and
17 Adjustment Process. A mandatory subject of bargaining includes "salary or wage rates or other
18 forms of direct monetary compensation." NRS 288.150(2)(a). As provided in the 2025-2027
19 Negotiated Agreements, the parameters for the Salary Review and Adjustment Process were
20 negotiated with CCEA. **Exhibit A, Article 26.** Complainant's salary placement/wages and her
21 request for review of salary placement, therefore, followed the negotiated terms and intent. Upon
22 being rehired with the District in August 2015, Complainant was placed on the salary table in
23 effect at the time, which considered the master's degree she had earned. **Exhibit F.** In 2025, a
24 successor agreement was bargained for with CCEA that included the SRAP for licensed
25 employees who were not placed on the February 1, 2024 salary table based upon experience and
26 education according to the previously ratified 2023-2025 Agreement. **Exhibit A**, at Article 26-26
27 and **Exhibit F.** What Complainant ignores and is evident in the instant filing is that
28 Complainant's salary had already been determined *based on her education and experience.*

1 **Exhibit F.** Stated a different way, Complainant received the salary compensation and placement
2 on the salary schedule that was negotiated between the District and CCEA that was in effect when
3 she was rehired, and there was no adjustment that should have been made based on the bargained-
4 for terms of the 2025-2027 Negotiated Agreement. Therefore, it cannot be said that the District
5 committed the prohibited practice of unilateral change.

6 Further, Complainant’s claim that the District interfered with her protected rights under
7 NRS 288 is contradicted by her allegations themselves. Complainant avers that the District
8 interfered with, restrained, or coerced her in the exercise of the rights guaranteed by NRS 288 by
9 “denying contractually authorized review without a basis as stated in the Agreement, [and] by
10 withholding a clear individualized explanation” for the denial. See Complaint. Yet, Plaintiff
11 alleged that she submitted documentation to CCEA on April 3, 2024, that the District denied her
12 SRAP application on January 23, 2026, and that CCEA explained, “*This was denied because this*
13 *degree has already been used to determine your placement according to the contract under which*
14 *you were initially hired.*” See Complaint. Obviously, Complainant was not prohibited from
15 seeking a salary adjustment review – because she did – her request was reviewed, and she was
16 provided an explanation for the denial of her request, so her claims that the District interfered
17 with her rights under NRS 288 on those bases are incorrect and must be dismissed.

18 It is axiomatic that bargaining unit members cannot gain a benefit through an EMRB
19 complaint that was not bargained for in negotiation. In this case, you have both the District and
20 the exclusive bargaining agent for Complainant—CCEA—informing Complainant that what she
21 seeks was neither bargained for nor agreed to by the parties. See Complaint. A unilateral change
22 claim cannot be maintained if there is no change in the terms that were negotiated. Complainant’s
23 pursuit of claims against the District not only fails to support a justiciable controversy and
24 probable cause, but represents a spurious and frivolous Complaint that should be dismissed.

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

V. CONCLUSION

For these reasons, the Board should dismiss the instant Complaint as against the District.

DATED this 1st 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 1st day of June, 2026, I sent a true and correct copy of the
3 foregoing **CLARK COUNTY SCHOOL DISTRICT'S MOTION TO DISMISS** by U.S. Mail
4 with first-class postage fully prepaid to the following:

5 Sarah Gazala
6 2859 Dumottar Avenue
7 Henderson, NV 89044
8 sarahgazala@icloud.com
9 *Complainant, pro se*

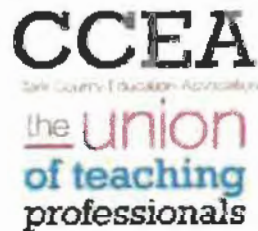
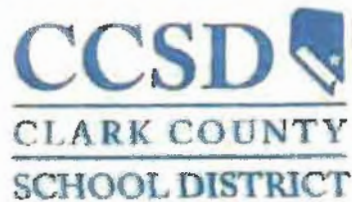
10 Dante Dabaghian, Esq.
11 Clark County Education Association
12 4230 McLeod Drive
13 Las Vegas, NV 89121
14 ddabaghian@ccea-nv.org
15 *Counsel for Respondent*
16 *Clark County Education Association*

17
18
19
20
21
22
23
24
25
26
27
28
/s/ Elsa C. Peña

An employee of the
Office of the General Counsel,
Clark County School District

EXHIBIT A

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



2025-2027

TABLE OF CONTENTS

| | |
|--|----|
| Article 1 - Definitions..... | 5 |
| Article 2 - Recognition | 6 |
| Article 3 - Impasse Proceedings..... | 6 |
| Article 4 - Grievance and Arbitration Procedures..... | 6 |
| Article 5 - Association President..... | 10 |
| Article 6 - Mileage Payments..... | 12 |
| Article 7 - Use of Facilities | 12 |
| Article 8 - Dues Deduction..... | 13 |
| Article 9 - Request for Information..... | 13 |
| Article 10 - Teacher Advisory Council | 13 |
| Article 11 - Teacher Facilities | 15 |
| Article 12 - Teacher Protection from Assaults and/or Battery | 17 |
| Article 13 - Qualifications for Teachers..... | 19 |
| Article 14 - Teacher Personnel Files | 19 |
| Article 15 - Medical Services | 20 |
| Article 16 - Extended Leaves of Absence | 20 |
| Article 17 - Temporary Leaves of Absence | 22 |
| Article 18 - Sick Leave..... | 23 |
| Article 19 - Bereavement Leave | 28 |
| Article 20 - Personal Leave | 28 |
| Article 21 - Work Year | 29 |
| Article 22 - Hours of Work | 30 |
| Article 23 - No Strikes/Work Stoppages | 31 |
| Article 24 - General Savings Clause..... | 31 |
| Article 25 - Teachers' Contract of Employment..... | 32 |
| Article 26 - Professional Compensation | 32 |
| Article 27 - Longevity Pay..... | 47 |

| | |
|--|----|
| Article 28 - Teacher Health Trust..... | 47 |
| Article 29 - Public Employees Retirement System..... | 51 |
| Article 30 - Reduction in Force..... | 52 |
| Article 31 - Preparation Periods..... | 54 |
| Article 32 - Safety..... | 56 |
| Article 33 - Equitable Treatment..... | 56 |
| Article 34 - Instructional Discretion..... | 56 |
| Article 35 - Transfer..... | 57 |
| Article 36 - Disciplinary Procedures..... | 62 |
| Article 37 - Extra Pay for Extra Duty Schedule..... | 63 |
| Article 38 - Waiver of Contract Provisions..... | 69 |
| Article 39 – Empowerment Schools..... | 70 |
| Article 40 – Term of Agreement..... | 71 |
| Article 41 – SB 231 Funds for Hard-to-Fill and SPED Positions..... | 71 |
| Article 42 - Teacher Pipeline..... | 72 |
| Article 43 – Post-Ratification Modification Process..... | 72 |

PREAMBLE

This Agreement is made and entered into by and between the Clark County School District in the City of Las Vegas, County of Clark, in the State of Nevada, and the Clark County Education Association, effective August 14, 2025.

WHEREAS, the Clark County Board of School Trustees in the City of Las Vegas, County of Clark, State of Nevada, and the Clark County Education Association, the parties of this Agreement recognize and declare that providing the highest standards of education for the children of the District is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching staff, and

WHEREAS, the Board of School Trustees is the duly elected governing body of the District, with the powers as delegated by the laws of the State of Nevada, to formulate programs and policies for the operations of the District to be directed through their designated representative, the superintendent of schools, and

WHEREAS, the members of the teaching profession are particularly qualified to assist in the improvement of educational standards, and

WHEREAS, a free and open exchange of views is desirable and necessary by and between the parties hereto in their efforts to negotiate in good faith and with respect to wages, hours, and conditions of employment, and

WHEREAS, members of the teaching staff in the District have the right to join, or not join, any organization for their professional or economic improvements:

NOW THEREFORE IT IS AGREED:

- 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.

2026. IN WITNESS WHEREOF, the parties have hereunto set their hands this 26th Day of March.

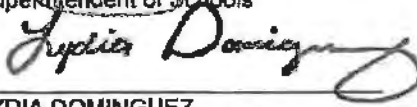
BOARD OF SCHOOL TRUSTEES FOR THE CLARK COUNTY SCHOOL DISTRICT



JHONE EBERT
Superintendent of Schools



EMILY STEVENS
President
Board of School Trustees

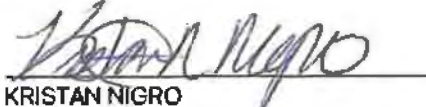


LYDIA DOMINGUEZ
Clerk
Board of School Trustees

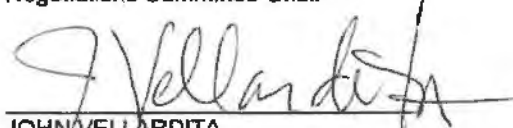
FOR THE CLARK COUNTY EDUCATION ASSOCIATION



DANIELLE KNOEPEL
Negotiations Committee Chair



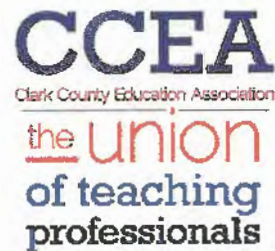
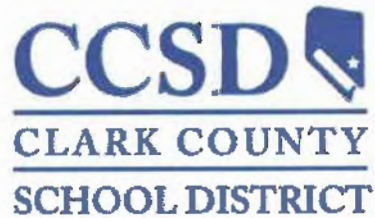
KRISTAN NIGRO
President



JOHN VELLARDITA
Executive Director

EXHIBIT B

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



2023-2025

TABLE OF CONTENTS

| | |
|--|----|
| Article 1 - Definitions..... | 5 |
| Article 2 - Recognition | 6 |
| Article 3 - Impasse Proceedings..... | 6 |
| Article 4 - Grievance and Arbitration Procedures | 6 |
| Article 5 - Association President..... | 10 |
| Article 6 - Mileage Payments..... | 12 |
| Article 7 - Use of Facilities | 12 |
| Article 8 - Dues Deduction | 13 |
| Article 9 - Request for Information..... | 13 |
| Article 10 - Teacher Advisory Council | 13 |
| Article 11 - Teacher Facilities | 15 |
| Article 12 - Teacher Protection from Assaults and/or Battery | 17 |
| Article 13 - Qualifications for Teachers..... | 19 |
| Article 14 - Teacher Personnel Files | 19 |
| Article 15 - Medical Services | 20 |
| Article 16 - Extended Leaves of Absence | 20 |
| Article 17 - Temporary Leaves of Absence | 22 |
| Article 18 - Sick Leave | 23 |
| Article 19 - Bereavement Leave | 27 |
| Article 20 - Personal Leave | 28 |
| Article 21 - Work Year | 29 |
| Article 22 - Hours of Work | 30 |
| Article 23 - No Strikes/Work Stoppages | 31 |
| Article 24 - General Savings Clause..... | 31 |
| Article 25 - Teachers' Contract of Employment..... | 31 |
| Article 26 - Professional Compensation | 31 |
| Article 27 - Longevity Pay..... | 44 |

| | |
|---|----|
| Article 28 - Teacher Health Trust..... | 44 |
| Article 29 - Public Employees Retirement System..... | 48 |
| Article 30 - Reduction in Force | 49 |
| Article 31 - Preparation Periods..... | 51 |
| Article 32 - Safety | 53 |
| Article 33 - Equitable Treatment..... | 53 |
| Article 34 - Instructional Discretion..... | 53 |
| Article 35 - Transfer | 54 |
| Article 36 - Disciplinary Procedures..... | 59 |
| Article 37 - Extra Pay for Extra Duty Schedule..... | 60 |
| Article 38 - Waiver of Contract Provisions..... | 66 |
| Article 39 – Empowerment Schools..... | 67 |
| Article 40 – Term of Agreement..... | 68 |
| Article 41 – SB 231 Funds for Hard to Fill and SPED Positions | 68 |

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

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

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

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

If one partner falls below the surplus line, the partner below the line is surplus, and the partner above the line must take the full contract or resign. If both partners fall below the surplus line, both are surplus, and their position becomes a vacancy.

If the shared contract will be eliminated at the end of the school year, the full contract shall be offered to both partners. If only one partner wants the position, he/she gets it, and the other resigns. If neither wants the full contract, they both resign. If both want the position, the partner with more District-wide seniority gets it, and the junior partner must be placed into a vacancy, or if there is no vacancy, be surplus, regardless of seniority (even if more senior than others on staff).

An employee in a shared contract cannot participate in Voluntary Transfer unless the school decides that the shared contract will be eliminated or it is determined that it is possible the employee will be surplus from the school. However, an employee in a shared contract may participate in the Second Voluntary Transfer after surplus, if one occurs.

If an employee in a shared contract participates in Voluntary Transfer in anticipation of being surplus, and obtains a position, the employee is not entitled to return to his/her previous position even if it turns out that the employee would not have been surplus (i.e., after Voluntary Transfer, school does not have to surplus anyone). In other words, once an employee participates in Voluntary Transfer and obtains a position, that employee cannot return to his/her previous position.

An employee who is surplus out of a shared contract:

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

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

Half-Time Contract Rules:

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

26-19 Effective July 1, 2023, the Professional Salary Table shall be adjusted ten percent (10%) as already reflected in the PST below and all employees shall receive the corresponding ten percent (10%) adjustment in their base compensation implemented February 1, 2024. CCSD shall process retroactive payment for the period of July 1, 2023, to February 1, 2024, for all eligible employees no later than the first paycheck after March 1, 2024. The PST shall be used for initial placement.

Effective the first paycheck in February 2024 for CEY employees and the first paycheck in March 2024 for CER employees, all eligible employees shall receive a 1.875% supplemental adjustment in their compensation paid with SB 231 funds which will be tracked separately on the employee pay details and will be subject to Article 41 of this Agreement. The Professional Salary Table shall be adjusted 1.875% for illustrative purposes

Effective September 1, 2024, for CEY employees and October 1, 2024, for CER employees the Professional Salary Table shall be adjusted eight percent (8%) and all employees shall receive an eight percent (8%) adjustment in their compensation.

Effective July 1, 2024, all Special Education teachers (licensed self-contained and non-self-contained personnel as recognized by Nevada Department of Education) shall receive an additional \$5,000 in supplemental compensation paid with SB 231 funds and subject to Article 41 of this Agreement.

Effective July 1, 2024, for all educators teaching in Title 1 schools with a 5% vacancy rate (determined at the end of the 2023-2024 school year) shall receive an additional \$5,000 in supplemental compensation as long as they remain in that school paid with SB 231 funds and subject to Article 41 of this Agreement.

- 26-20 The Parties also agree that the District will pay a step increase in each year of the contract (2023-2024 and 2024-2025) 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 (2023-2024 and 2024-2025) for that employee pursuant to their contract. First year employees are not eligible for a step increase in their first year.
- 26-21 Licensed employees whose most recent licensed contract was as a licensed school/district administrator shall be placed on the PST utilizing Article 26.8.
- 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.
- 26-25 The Differentiated Salary Program is detailed in the below table.

- 39-6-2 Any teacher at any Empowerment School may choose to transfer out of the Empowerment school at any time. Such transfer and/or administrative reassignment will occur within ten (10) work days. Any teacher opting to transfer out shall be administratively reassigned by the Human Resources Division with vacancy options provided unless it occurs during the spring and fall surplus meetings teacher may participate in the provisions of Article 35.
- 39-6-3 Any overpayment of additional compensation shall be reimbursed to the District by the employee pro-rata over the remaining paychecks of that school year.
- 39-7 The CCSD and the CCEA agree to pursue discussions regarding incentive pay for licensed personnel at the Empowerment Schools.

**ARTICLE 40
TERM OF AGREEMENT**

- 40-1 This Agreement shall become effective at the beginning of the 2023-2024 contracted school year and shall remain in effect until the beginning of the 2024-2025 contracted school year, and as limited by NRS 288.155, shall continue from year to year thereafter unless either of the parties shall give written notice to the other for school year 2024-2025 in the manner prescribed by the provisions of NRS 288 of a desire to change, amend or modify the Agreement and until a successor agreement is reached.
- 40-2 This Agreement shall immediately terminate in the event recognition is withdrawn and sustained after all avenues of appeal have been exhausted in accordance with NRS 288.

**ARTICLE 41
SB231 FUNDS FOR PERS, HARD TO FILL AND SPECIAL EDUCATION (SPED) POSITIONS**

- 41-1 **SB231 Language regarding funding SB231 proposals beyond July 1, 2025:**

The parties agree the following regarding future funding for the additional compensation for PERs, and pay increases for hard to fill and SPED positions provided in Articles 26-19 and 29-2 of this Agreement:

- a. Regarding PERs, after PERs has determined any changes in contribution levels for the 2025-2027 biennium the parties shall negotiate any change in contribution levels. If there is no agreement reached the parties agree to default to the statute as to the employer/employee contribution levels for PERs without continued additional compensation by the District.
- b. Regarding Hard to Fill Vacancies and SPED positions the parties have been informed that a bill draft request (BDR) will be submitted for the 2025-2027 biennium to provide funding for SB231 for these categories by the Majority Leader. In addition, the parties recognize that representations have been made:
- i. That the Governor's budget may have funding for these issues;
 - ii. That there may be a BDR submitted by the Speaker augmenting the Pupil Centered Funding Plan to provide funding for hard to fill positions, and;
 - iii. That there may be other sources of funding approved by the Legislature and Governor that are directly allocated to fund hard to fill and SPED positions.
- c. Upon completion of the Nevada 2025 Legislative Session, if the State does not provide specific funding for SPED and Hard-to-fill positions in the 2025-2027 biennium, the parties will


assess the sources of funding and determine whether funding is available to continue the pay increases for 'hard to fill vacant positions' and SPED positions; and shall negotiate over the additional compensation for SPED and Hard-to-fill positions for the 2025-2027 biennium. If no agreement is reached within 30 days, the SPED and Hard-to-fill position additional compensation will not be continued, subject to further negotiations and/or impasse resolution.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 20 Day of December, 2023.



BOARD OF SCHOOL TRUSTEES FOR THE CLARK COUNTY SCHOOL DISTRICT

JESUS F. JARA
Superintendent of Schools



EVELYN GARCIA-MORALES
President

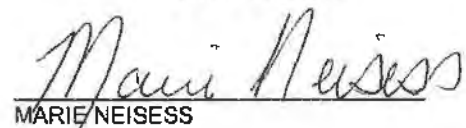


LISA GUZMAN
Clerk

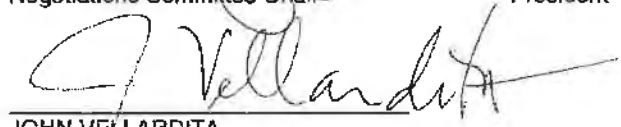
FOR THE CLARK COUNTY EDUCATION ASSOCIATION



ANGIE JOYE
Negotiations Committee Chair



MARIE NEISESS
President



JOHN VELLARDITA
Executive Director

EXHIBIT C

DATE: January 5, 2024
TO: All CCSD Licensed Employees and Administrators
FROM: Stacy A. Smith, Director, Licensed Contracting Services
SUBJECT: Negotiated Agreement 2023–2024 School Year

We are pleased to announce a new negotiated agreement between Clark County School District and Clark County Education Association has been approved. The information below provides the details of the upcoming changes:

- The new Licensed Professional Salary Table is effective July 01, 2023, with an implementation date of February 1, 2024. All new licensed employees hired after January 31, 2024, will be placed on the new licensed professional salary table per Article 26.
- Effective December 20, 2023, the extra instruction flat rate will increase from \$31.50 to \$50.00 an hour.
- All active and eligible licensed employees will receive their negotiated salary increase of 10% on the first paycheck in February 2024.
- All active and eligible licensed employees will receive retroactive pay from the start of their contract year through February 1, 2024, on the first paycheck in March 2024. Extra pay outlined in Article 37-3 is excluded from retroactive pay.
- All active and eligible licensed employees will receive a supplemental pay increase of 1.875% for the remainder of the 2023-2024 and the 2024–2025 contract year ending June 30, 2025. The pay group CEY (August–July) increase will begin on February 1, 2024. The pay group CER (September–August) increase will begin on March 1, 2024. This funding is provided through Senate Bill 231 (SB 231) of the 2023 Nevada Legislative Session (SB 231).
- All eligible employees providing extended day extracurricular activities (coaches and club advisors) outlined in Article 37-1 will receive an increase based on the new Licensed Professional Salary Table. Retroactive pay for these eligible employees will be processed by June 30, 2024.
- Effective July 1, 2024, all active and eligible special education classroom teachers shall receive an additional \$5,000 in supplemental compensation paid with SB 231 funds. Employees must remain as special education classroom teachers to receive supplemental compensation.
- Effective July 1, 2024, all active and eligible classroom teachers in Title I schools shall receive an additional \$5,000 in supplemental compensation paid with SB 231 funds. Classroom teachers at Title I schools with a 5% vacancy rate at the end of the 2023–2024 school year will receive the supplemental compensation. These special education classroom teachers must remain at the school site to receive the supplemental compensation.
- All active and eligible licensed employees are entitled to regular step progression, column advancements, and differentiated pay for the 2023–2024 and 2024–2025 school years.
- All active and eligible licensed employees will receive an 8% cost of living increase for the 2024–2025 school year on the third paycheck of the employee contract year. The pay group CEY (August–July) increase will begin September 1, 2024. The pay group CER (September–August) increase will begin on October 1, 2024.

Clark County School District
 Licensed Professional Salary Table FY 2023 - 2024
 Effective July 1, 2023 with an Implementation Date of February 1, 2024
 (For use for District 50.001 Reporting Purposes)

| Years | Education | BA & BS† | | BA+16 | BA+32 | MA | MA+16 | MA+32 | MA+48 | PHD | | | |
|-------|-----------|----------|----------|----------|----------|----------|----------|-----------|-----------|-----------|-----------|-----------|--|
| | | I | II | III | IV | V | VI | VII | VIII | IX | X | XI | |
| 1 | A | \$54,093 | \$60,225 | \$66,357 | \$72,489 | \$78,621 | \$84,753 | \$90,885 | \$97,017 | \$103,149 | \$109,281 | \$115,413 | |
| 2 | B | \$55,626 | \$61,758 | \$67,890 | \$74,022 | \$80,154 | \$86,286 | \$92,418 | \$98,550 | \$104,682 | \$110,814 | \$116,946 | |
| 3 | C | \$57,159 | \$63,291 | \$69,423 | \$75,555 | \$81,687 | \$87,819 | \$93,951 | \$100,083 | \$106,215 | \$112,347 | \$118,479 | |
| 4 | D | \$58,692 | \$64,824 | \$70,956 | \$77,088 | \$83,220 | \$89,352 | \$95,484 | \$101,616 | \$107,748 | \$113,880 | \$120,012 | |
| 5 | E | \$60,225 | \$66,357 | \$72,489 | \$78,621 | \$84,753 | \$90,885 | \$97,017 | \$103,149 | \$109,281 | \$115,413 | \$121,545 | |
| 6 | F | \$61,758 | \$67,890 | \$74,022 | \$80,154 | \$86,286 | \$92,418 | \$98,550 | \$104,682 | \$110,814 | \$116,946 | \$123,078 | |
| 7 | G | \$63,291 | \$69,423 | \$75,555 | \$81,687 | \$87,819 | \$93,951 | \$100,083 | \$106,215 | \$112,347 | \$118,479 | \$124,611 | |
| 8 | H | \$64,824 | \$70,956 | \$77,088 | \$83,220 | \$89,352 | \$95,484 | \$101,616 | \$107,748 | \$113,880 | \$120,012 | \$126,144 | |
| 9 | I | \$66,357 | \$72,489 | \$78,621 | \$84,753 | \$90,885 | \$97,017 | \$103,149 | \$109,281 | \$115,413 | \$121,545 | \$127,677 | |
| 10 | J | \$67,890 | \$74,022 | \$80,154 | \$86,286 | \$92,418 | \$98,550 | \$104,682 | \$110,814 | \$116,946 | \$123,078 | \$129,210 | |

10% COLA JULY 2023

1.875% will be added to the less salaries pursuant to Article 26-12 and tracked separately on the pay details

Employees can progress on the salary schedule

through PDS system without having to attain degrees or college credits.

Definition of Classes- all must have a valid Nevada certification for the level or subject taught

BA- Bachelor Degree from an accredited institution and a field pertinent to subject taught

BA + 16- Bachelor Degree plus 16 college credits from an accredited institution and a field pertinent to subject taught

BA + 32- Bachelor Degree plus 32 college credits from an accredited institution and a field pertinent to subject taught

MA- Master's Degree from an accredited institution and a field pertinent to subject taught

MA +16- Master's Degree plus 16 college credits from an accredited institution and a field pertinent to subject taught

MA +32- Master's Degree plus 32 college credits from an accredited institution and a field pertinent to subject taught

MA +48- Master's Degree plus 32 college credits from an accredited institution and a field pertinent to subject taught

PHD- Doctorate degree from an accredited institution in a field pertinent to subject taught.

Clark County School District
 Licensed Professional Salary Table FY 2023 - 2024
 Effective July 1, 2023 with an Implementation Date of February 1, 2024
 (For Illustrative Purposes)

| Years | Education | BA & BS† | | BA+16 | BA+32 | MA | MA+16 | MA+32 | MA+48 | PHD | | | |
|-------|-----------|----------|----------|----------|----------|----------|-----------|-----------|-----------|-----------|-----------|-----------|--|
| | | I | II | III | IV | V | VI | VII | VIII | IX | X | XI | |
| 1 | A | \$55,127 | \$61,376 | \$67,626 | \$73,876 | \$80,126 | \$86,375 | \$92,627 | \$98,876 | \$105,126 | \$111,376 | \$117,626 | |
| 2 | B | \$56,689 | \$62,939 | \$69,188 | \$75,437 | \$81,688 | \$87,937 | \$94,189 | \$100,438 | \$106,688 | \$112,938 | \$119,188 | |
| 3 | C | \$58,249 | \$64,501 | \$70,750 | \$77,001 | \$83,251 | \$89,502 | \$95,753 | \$102,001 | \$108,251 | \$114,501 | \$120,751 | |
| 4 | D | \$59,814 | \$66,064 | \$72,314 | \$78,563 | \$84,813 | \$91,064 | \$97,314 | \$103,563 | \$109,813 | \$116,063 | \$122,313 | |
| 5 | E | \$61,376 | \$67,626 | \$73,876 | \$80,126 | \$86,375 | \$92,627 | \$98,876 | \$105,126 | \$111,376 | \$117,626 | \$123,876 | |
| 6 | F | \$62,939 | \$69,188 | \$75,437 | \$81,688 | \$87,937 | \$94,189 | \$100,438 | \$106,688 | \$112,938 | \$119,188 | \$125,438 | |
| 7 | G | \$64,501 | \$70,750 | \$77,001 | \$83,251 | \$89,502 | \$95,751 | \$102,001 | \$108,251 | \$114,501 | \$120,751 | \$127,001 | |
| 8 | H | \$66,064 | \$72,314 | \$78,563 | \$84,813 | \$91,064 | \$97,314 | \$103,563 | \$109,813 | \$116,063 | \$122,313 | \$128,563 | |
| 9 | I | \$67,626 | \$73,876 | \$80,126 | \$86,375 | \$92,627 | \$98,876 | \$105,126 | \$111,376 | \$117,626 | \$123,876 | \$130,126 | |
| 10 | J | \$69,188 | \$75,437 | \$81,688 | \$87,937 | \$94,189 | \$100,438 | \$106,688 | \$112,938 | \$119,188 | \$125,438 | \$131,689 | |

10% COLA JULY 2023

1.875% has been added to the salaries herein for illustrative purposes pursuant to Article 26-12

Employees can progress on the salary schedule

through PDS system without having to attain degrees or college credits.

Definition of Classes- all must have a valid Nevada certification for the level or subject taught

BA- Bachelor Degree from an accredited institution and a field pertinent to subject taught

BA + 16- Bachelor Degree plus 16 college credits from an accredited institution and a field pertinent to subject taught

BA + 32- Bachelor Degree plus 32 college credits from an accredited institution and a field pertinent to subject taught

MA- Master's Degree from an accredited institution and a field pertinent to subject taught

MA +16- Master's Degree plus 16 college credits from an accredited institution and a field pertinent to subject taught

MA +32- Master's Degree plus 32 college credits from an accredited institution and a field pertinent to subject taught

MA +48- Master's Degree plus 32 college credits from an accredited institution and a field pertinent to subject taught

PHD- Doctorate degree from an accredited institution in a field pertinent to subject taught.

EXHIBIT D

From: [Announcements \[Clark County School District\]](mailto:announcements@nv.ccsd.net) on behalf of [Announcements \[Clark County School District\] <ccsd-announcements@nv.ccsd.net>](mailto:announcements@nv.ccsd.net)
To: [G-0001-All-Licensed](#)
Bcc: [RoAnn Triana \[Human Resources\]](#); [Stacy Smith \[Human Resources\]](#); [Janelle Sazon-Valdez \[Human Resources\]](#)
Subject: Salary Review and Adjustment Process Timeline
Date: Monday, October 13, 2025 8:20:00 AM

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

As you are aware, the [2025-2027 Negotiated Agreement](#) between CCSD and CCEA outlines a salary review and adjustment process. Please review Article 26-26 for details.

If you submitted a salary review survey by October 1, 2025, we are reviewing your documentation to determine eligibility for a salary adjustment. If we have questions about your documentation, the team may contact you directly. We appreciate your patience as we proceed through the process. Once the review is completed, you will receive an individual notice of the results via email and be able to obtain answers to specific questions about your review results. The results will be final and not subject to appeal.

It is critically important to understand that not all licensed employees, who submitted a salary review survey, will be eligible for a salary adjustment. Not all education and experience will count toward eligibility (see Article 26-26). For example, the salary review and adjustment process is not intended to address any possible negative impact of the salary schedule change that occurred in 2015-2016. Therefore, education and experience prior to 2015-2016 will not be considered in determining eligibility.

Additionally, this process is designed to address the employees who have been most negatively impacted by previous adjustments to the Professional Salary Table. Please note that while all review requests are carefully considered, they may not always result in an adjustment.

Our goal is to complete all reviews and notify employees as soon as possible and no later than December 31, 2025. We appreciate your understanding, cooperation, and patience as we begin this important process.

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

EXHIBIT E

Offer of Employment

CLARK COUNTY SCHOOL DISTRICT



ISSUED TO:

SARAH MCNABB
SPECIAL EDUCATION
GENERAL RES ROOM 9-12

Congratulations -

On behalf of the Clark County School District, we are pleased to offer you a position as a licensed employee:

| | | | | |
|------------|------------|-----------------------|--|--------------------------|
| CLASS A | STEP 01 | SALARY \$13,266.00 | EFFECTIVE START DATE JANUARY 31, 2005 | SCHOOL YEAR 2004-2005 |
|------------|------------|-----------------------|--|--------------------------|

* The above-stated salary does does not reflect newly negotiated salary rates applicable for this school year and is subject to verification of your college credits and/or teaching experience.

Please complete this notice of intent prior to FEBRUARY 18, 2005, at which time this offer will expire. This offer of employment is based on information provided by you, the applicant, and may be adjusted at any time at the sole discretion of the Clark County School District in accordance with provisions of the collective bargaining agreement between the Clark County School District and the Clark County Education Association, Clark County School District policies and regulations, and Nevada state law. This is the only binding offer made by the Clark County School District, any oral or other representation notwithstanding. The Board of School Trustees will be notified of this offer of employment. Conditions of employment include a one-time deduction from your first paycheck for fingerprint processing required by Nevada law.

This offer of employment is also contingent upon your obtaining applicable state of Nevada licensing. No licensed employee may begin service or receive pay until a proper license has been granted by the Nevada State Department of Education.

George Ann Rice
ASSOCIATE SUPERINTENDENT, HUMAN RESOURCES DIVISION

01/31/2005

DATE

PLEASE CHECK ONE-

1. I hereby accept your offer of employment. Please submit my name to the Board of School Trustees for notification of my acceptance. I will obtain applicable licensing from the state of Nevada.
2. Please remove my name from further consideration for employment with your district.

REASON:

Nepotism Disclosure - Nevada law requires that certain procedural steps be taken if a prospective employee is related by blood or marriage, within the third degree, to any member of the Board of School Trustees.

PLEASE CHECK ONE-

- I am related to a member of the Board of School Trustees.
- I am not related to a member of the Board of School Trustees.

NAME OF BOARD MEMBER

RELATIONSHIP

EXHIBIT F

OFFER OF EMPLOYMENT

The Clark County School District is pleased to offer you employment, subject to the following terms and conditions:

SARAH M GAZALA
SPECIAL EDUCATION
MENTALLY CHALL SPEC, MS

This offer document becomes null and void if altered in any manner.

| Class | Step | Salary* | Effective Start Date | School Year |
|-------|------|-------------|----------------------|-------------|
| D | 01 | \$40,221.00 | August 12, 2015 | 2015-2016 |

* The above information does does not reflect newly negotiated salary rates and/or contracted days that may be applicable for this school year and is, therefore, subject to change. Your salary may be adjusted at the sole discretion of the Clark County School District and is subject to verification of your education and/or teaching experience.

This is the only employment offer made by the Clark County School District, any oral or other representation notwithstanding. Please complete this form indicating your response prior to July 30, 2015, at which time this offer will expire.

TERMS AND CONDITIONS:

1. In making this Offer of Employment, the Clark County School District has relied upon the information, statements, and documentation you submitted on or in conjunction with your employment application. As a condition of employment, you attest and verify that all of the information, statements, and documentation you submitted are true, correct, complete, and accurate as of the date and time your application was last updated. Any false, misleading, or incomplete information, statement, or document you submitted, or any misrepresentation or omission of fact made in conjunction with your employment application shall result in the rescission of this offer/agreement and/or in your immediate dismissal.
2. Your employment is conditioned upon:
 - a. The satisfactory completion of the application process;
 - b. A satisfactory background check;
 - c. Your possession of the appropriate license from the Nevada Department of Education or other applicable Nevada agency; and
 - d. Ratification by the Clark County School District Board of School Trustees.

If you fail to satisfactorily complete the application process, if you fail to satisfactorily pass the background check, or if the Clark County School District Board of School Trustees fails to ratify your employment, this offer/agreement is rescinded and/or you will be subject to immediate dismissal.
3. Prior to the start of your employment (your "effective start date"), you must:
 - a. Comply with the Immigration Reform Act of 1986;
 - b. Obtain and possess the appropriate license from the Nevada Department of Education or other applicable Nevada agency;
 - c. Not be under any employment contract with any other school district; and
 - d. Pass all competency tests required under the Nevada Administrative Code and obtain Highly Qualified (HQ) status as applicable.
4. During your employment, you are subject to:
 - a. All applicable laws and regulations of the State of Nevada;
 - b. All applicable rules and regulations of the Nevada State Board of Education or other applicable Nevada agency;
 - c. All the policies, regulations, rules, procedures, and practices of the Clark County School District; and
 - d. All of the provisions of the Negotiated Agreement between the Clark County School District and the Clark County Education Association.
5. Professional Compensation
 - a. Your salary shall be paid in accordance with Article 26 of the Negotiated Agreement between the Clark County School District and the Clark County Education Association, shall be subject to the policies, regulations, rules, procedures, and practices of the Clark County School District, and shall begin with the first day of service.
 - b. Within 45 days from your effective start date, you must submit to Employee Contracts and Compensation official transcripts documenting all completed degrees and coursework. In accordance with CCSD Regulation 4292, you must also provide formal verification of your full-time teaching experience from each school district at which you worked previously using the District's pre-printed verification form. Your salary will not be finalized until all of the above documents have been received and audited. In no circumstances can a retroactive adjustment be considered for documents submitted outside of the year in which you are hired.

(Continued on Page 2)

- 6. The Clark County School District may assign you to any position for which you are qualified.
- 7. If you are employed because of your ability to instruct in a language other than English, you will be assigned to teach one or more classes composed of students who are non-English speaking, who possess limited ability to speak English, or both.

I have read and fully understand all of the above terms and conditions. I understand the implications of my signature on this Offer of Employment and agree to the terms and conditions as described above. I agree that my failure to meet any of the terms and conditions set forth in this offer/agreement will result in the rescission of this offer/agreement and/or subject me to immediate dismissal.

PLEASE CHECK ONE:

- I hereby accept this Offer of Employment, subject to the terms and conditions above.
- I reject this Offer of Employment; however, I want to be given consideration for future employment for the following school year.
- I reject this Offer of Employment and do not want to be given further consideration for employment.

REASON(S) FOR REJECTING THE OFFER:

| | | |
|---|--|---|
| <input type="checkbox"/> Salary Placement | <input type="checkbox"/> School Assignment | <input type="checkbox"/> Other Employment |
| <input type="checkbox"/> Cost of Living | <input type="checkbox"/> Position Assignment | |
| <input type="checkbox"/> Other (Please explain) _____ | | |

NEPOTISM DISCLOSURE: Nevada law requires that certain procedural steps be taken if a prospective employee is related by blood or marriage, within the third degree, to any member of the Clark County School District Board of School Trustees or to an employing authority of the District.

I am related to a member of the Clark County School District Board of School Trustees. Yes No

Name of Board member: _____ Relationship: _____

I am related to the following Clark County School District Employees:

| Name: | Position: | School/Department: | Relationship: |
|----------|-----------|--------------------|---------------|
| 1. _____ | _____ | _____ | _____ |
| 2. _____ | _____ | _____ | _____ |
| 3. _____ | _____ | _____ | _____ |

X  _____ DATE 7/17/15

APPLICANT SIGNATURE

PLEASE PRINT. To ensure that we have your current information, please complete the section below:

| | | | | |
|------------------------------|----------------------------|--------------------------------------|------------------------|-----------------------------|
| First Name <i>Sarah</i> | Middle Initial <i>M</i> | Last Name <i>Garza</i> | Area Code | Cell Phone # |
| Street Address [REDACTED] | | Social Security Number [REDACTED] | | Area Code |
| City [REDACTED] | | State [REDACTED] | Zip Code [REDACTED] | Email Address [REDACTED] |

PLACEMENT ON THE ANNUAL TEACHER SALARY SCHEDULE

Placement on the Annual Teacher Salary Schedule is made in accordance with Article 26 of the licensed Negotiated Agreement between the Clark County School District (CCSD) and the Clark County Education Association (CCEA) and District Policies and Regulations.

Your salary placement on the enclosed Offer of Employment has been determined by information contained in your application file at the time your offer was prepared. Your salary will not be finalized until your official transcripts and formal verification of experience forms have been received and audited.

Official Transcripts

For appropriate class placement, all official transcript(s) must have the degree posted and the date the degree was conferred. Only PK-12 education-related advanced degrees may be recognized for salary placement. For placement on classes B, C, E, and F, only upper division or graduate semester credits (applicable quarter credits are converted into semester credits) secured after the requirement(s) for the degree was completed can be recognized. These credits must pertain to your PK-12-related major or minor field of preparation, your current assignment and/or endorsements, and must be credit-bearing towards a degree.

To continue to receive the salary that you have been awarded, or for consideration of additional coursework for possible salary adjustment, you must submit official transcripts as indicated below:

- Bachelor's Degree
- Bachelor's Degree + 16 Semester Credits
- Bachelor's Degree + 32 Semester Credits
- Master's Degree
- Master's Degree + 16 Semester Credits
- Master's Degree + 32 Semester Credits
- Educational Specialist Degree
- Doctorate Degree

only has MA

Course-by-Course Evaluation of Foreign Transcript from an accredited agency found on this link: www.doe.nv.gov/educator_licensure/apply/

Comment(s): _____

Verification of Experience

For appropriate step placement, formal verification of full-time contracted teaching experience must be submitted on the District's preprinted verification form which can be found online at <http://ccsd.net/employees/resources/pdf/verification-of-experience.pdf>. Previous teaching experience must have been under a full-time contracted teaching position from an accredited institution. Completed verification forms must be sent directly to CCSD as indicated on the form.

To continue to receive the salary that you have been awarded, or for consideration of additional previous teaching experience, you must submit formal verification of previous teaching experience as indicated below:

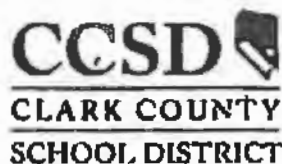
- All years requested *R* Comment(s): Need verification of experience from Douglas, AZ

Official transcripts and formal verification of teaching experience must be received within forty-five (45) days of your hire date. Should you not submit the required documents within the allotted time-frame, your salary will be adjusted as appropriate. If you have any questions regarding your salary placement, please contact Employee Contracts via telephone @ (702) 799-2812, option 1, or via e-mail @ ccsdemployeecontracts@interact.ccsd.net.

Please mail all required documents to:
 Employee Contracts and Compensation
 Human Resources Unit
 Clark County School District
 2832 East Flamingo Road
 Las Vegas, NV 89121

I acknowledge receipt of this notice and I understand that it is my responsibility to submit the required documents within forty-five (45) days of my hire date.

Printed Name: Sarah Gonzalez Signature: [Signature] Date: 7/17/15



HUMAN RESOURCES UNIT
Employee Contracts and Compensation
Interoffice Memorandum

DATE: July 21, 2015
TO: Sarah M Gazala - Courtney JHS #540
FROM: Felicia Diaz, Personnel Analyst
SUBJECT: 2015/2016 Notice of Contracted Salary Adjustment

New information received warrants an adjustment to your contracted salary amount on the 2015-2016 Licensed Salary Table. Your salary placement has been adjusted from 01-D to 02-D.

Reason:

- > Received 1 year verification of teaching experience from Douglas USD #27 and in combination with 2 CCSD years is a grand total of 3 years which yields corresponding Step 02 on the salary schedule.

The following breakdown establishes how we arrived at your new contracted salary and gross paycheck amount for the salary adjustment effective 9/10/2015.

Your contracted *salary placement is as follows:

Class D Step 02 Salary \$41,568 / 24 = gross semi-monthly rate \$1,736.21 Days 188

** (The above salary is subject to change pending the final outcome of contract negotiations between the Clark County School District and the Clark County Education Association. The above salary is paid in twenty-four (24) equal installments payable twice monthly beginning September 10th through August 25th.)*

If you have any questions, please e-mail fdiaz@interact.ccsd.net or call 702-799-2812 option 1.

c personnel file

**Clark County School District
Employee Contracts
Adjusted DATE OF HIRE Calculation**



EMPLOYEE: Gazala, Sarah M. SSN: 
 (PRINT Name) Last First M.I.

No Break in Service

Original Hire Date: / /
 Date Returned: / /

Administration
 License (CF)
 Support Staff

Original Hire Date: 1/31/05
 Date Returned: 8/12/15
 Date Returned: / /
 Date Returned: / /
 Date Returned: / /
 Date Returned: / /
 Date Returned: / /

Date Left: 6/9/06
 Date Left: / /
 Date Left: / /
 Date Left: / /
 Date Left: / /
 Date Left: / /

Reason: LOA
 Reason:
 Reason:
 Reason:
 Reason:
 Reason:

CALCULATION:
 (term date)

9/1/06 THROUGH 7/1/15
 / / THROUGH / /
 / / THROUGH / /
 / / THROUGH / /
 / / THROUGH / /
 / / THROUGH / /

OUT: 8 YEAR(S) 11 MONTH(S)
 OUT: YEAR(S) MONTH(S)
 OUT: YEAR(S) MONTH(S)
 OUT: YEAR(S) MONTH(S)
 OUT: YEAR(S) MONTH(S)
 OUT: YEAR(S) MONTH(S)

TOTAL: 8 YEAR(S) 11 MONTH(S)

ORIGINAL HIRE DATE: 2/05
 *
 TOTAL TIME OUT FROM CCSD: 8 YEAR(S) 11 MONTH(S)
 ADJUSTED HIRE DATE: 1/14

DATE ENTERED TO HRMS: 9/30/15
 HUMAN RESOURCES: RA
 (Initials of staff member making change)

Sara Gazala (Complainant)

**Opposition to CCSD's and CCEA's
Motion to Dismiss**

STATE OF NEVADA
GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

SARAH GAZALA,
Complainant,
v.
CLARK COUNTY SCHOOL DISTRICT and
CLARK COUNTY EDUCATION ASSOCIATION,
Respondents.
Case No.: 2026-009

~~AMENDED~~ **COMPLAINANT'S OPPOSITION TO CLARK COUNTY SCHOOL
DISTRICT'S & CLARK COUNTY EDUCATION ASSOCIATION'S MOTION TO
DISMISS**

Complainant Sarah Gazala ("Complainant"), appearing *pro se*, submits this Opposition to the Motion to Dismiss filed by Respondent. The Motion should be denied. It rests on a factual assertion that Complainant's Master's degree is already reflected in her salary placement, that the District's own records disprove, and it ignores that the claim against Respondent Clark County Education Association ("CCEA") is squarely within the Board's jurisdiction and is not addressed by the Motion at all.

I. INTRODUCTION

1. The District's Motion stands or falls on one premise: that Complainant's Master's degree "was considered when she was initially placed on the salary table" and that she was "credited appropriately ... at master's degree level." That premise is contradicted by the District's own documents.

2. The District's current Licensed Professional Salary Table (Fiscal Year 2025–2026) places a Master's degree in Column IV ("MA"). (Exhibit 1.) Complainant's own CCSD Salary Placement record places her in Salary Grade III — the "BA+32" column (Bachelor's degree plus 32 credits). (Exhibit 2.) Complainant holds a Master's degree. She is therefore placed one full education column below where a Master's degree belongs. Her education is not reflected in her placement.

3. At Complainant's current step (Step "G"), the BA+32 column pays \$80,276 and the MA column pays \$86,792, a difference of \$6,516 per year attributable to education alone, before any dispute over years of experience. (Exhibit 1; Exhibit 2.)

4. Because the Motion depends on a factual assertion that Complainant's own official records place in dispute, it cannot be resolved on the pleadings. On a motion to dismiss, the Board accepts the Complaint's well-pleaded allegations as true and draws reasonable inferences in the Complainant's favor; it does not weigh contested facts. The Motion should be denied and the matter set for hearing.

II. RELEVANT FACTS

5. Complainant is a licensed Special Education teacher employed by the District at a Title I school. She was first hired in January 2005 and was rehired in August 2015, and has been continuously employed since. She holds a Master's degree in Special Education, conferred in 12/17/2005. District records further reflect that Complainant possessed and disclosed her

Master's degree before her 2015 rehire and that the District was aware of that degree at the time of placement. (Exhibit 11.)

6. Complainant's current CCSD Salary Placement record reflects Salary Grade III and Step Description "G." (Exhibit 2.) On the District's current salary table, Salary Grade III corresponds to the "BA+32" education column; the "MA" education column is Salary Grade IV. (Exhibit 1.)

7. On January 23, 2026, the District notified Complainant that she did not qualify for a salary adjustment under the Salary Review and Adjustment Process ("SRAP"), Article 26-26 of the 2025–2027 Negotiated Agreement. The notice listed six possible generalized reasons and did not state which applied to her. (Exhibit 3.)

8. Complainant requested the specific basis for the denial on January 23, January 27, and February 5, 2026. (Exhibit 4.) On February 9, 2026, the District responded that "education and experience prior to 2015-2016 ... will not be considered in determining eligibility." (Exhibit 5 and 10.) The District had previously announced the same criterion district-wide on October 13, 2025. (Exhibit 10.) On February 9, 2026, Complainant identified Article 26-26-4(b) as the provision describing her circumstances. (Exhibit 6.)

9. On March 25, 2026, CCEA's representative stated that the application was "determined ineligible ... because your MA degree was earned prior to the 2015-16 school year" and "has already been used to determine your placement." (Exhibit 7.) On April 9, 2026, the District quoted Article 26-26-5(e)(i) — a clause addressing the calculation of experience — and asserted

that Complainant “received salary placement credit appropriately for years of experience at master’s degree level.” (Exhibit 8.)

10. Article 26-26 contains no provision excluding a Master’s degree based on its conferral date. The only provision referencing the 2015–2016 school year, subsection 26-26-5(e)(i), is limited by its terms to the calculation of *experience*: “Any such prior experience shall not be considered in calculating experience in the SRAP.” (Exhibit 9.)

11. Complainant filed her Complaint on May 5th 2026. CCEA filed its Answer on May 29, 2026. The District filed its Answer and the instant Motion to Dismiss on June 1, 2026.

III. LEGAL STANDARD

12. A complaint must contain “a clear and concise statement of the facts ... sufficient to raise a justiciable controversy.” NAC 288.200(c). The Board may dismiss a matter only on the limited grounds in NAC 288.375, including where “no probable cause exists” (subsection 1) or where the complaint is “spurious or frivolous” (subsection 5). The civil pleading standard does not govern: the Board has recognized that NRCP 12 does not apply to its proceedings. Most importantly, the Board has repeatedly held that matters involving disputed facts or credibility determinations require an evidentiary hearing and cannot be resolved on a motion to dismiss. See AFSCME, Local 4041 v. State of Nevada, Dep’t of Corrections, High Desert State Prison, EMRB Item No. 862-A, Case No. 2020-002 (en banc); AFSCME, Local 4041 v. State of Nevada, DHHS, Aging & Disability Servs. Div., EMRB Item No. 861-A, Case No. 2020-001 (en banc). The Board has repeatedly held that cases involving factual disputes and credibility

determinations cannot be resolved through a motion to dismiss and instead require an evidentiary hearing. *AFSCME, Local 4041 v. State of Nevada, Dep't of Health & Human Servs., Aging & Disability Servs. Div.*, EMRB Item No. 861-A, Case No. 2020-001 (en banc Sept. 17, 2020); *AFSCME, Local 4041 v. State of Nevada, Dep't of Corrections, High Desert State Prison*, EMRB Item No. 862-A, Case No. 2020-002 (en banc May 13, 2020). At this stage the Board accepts the Complainant's well-pleaded allegations as true and draws reasonable inferences in the Complainant's favor.

IV. ARGUMENT

A. The Motion must be denied because it turns on a disputed material fact — whether Complainant's Master's degree is reflected in her placement — that the District's own records place in dispute.

13. The Motion repeatedly asserts as fact that Complainant's "master's degree was considered when she was initially placed," that she was placed "at master's degree level," and that the degree was "already considered for the employee's salary placement." Those assertions are not allegations the Board may accept on a motion to dismiss. They are the District's contested version of the merits.

14. They are also wrong on the District's own paper. The District's current salary table places a Master's degree in the "MA" column (Salary Grade IV). (Exhibit 1.) Complainant's own CCSD Salary Placement record places her in Salary Grade III — the "BA+32" column. (Exhibit 2.) A teacher whose Master's degree had been "considered" and "credited ... at master's degree level" would appear in the MA column, not one column below it. The documentary record therefore creates, at minimum, a genuine dispute of material fact that cannot be resolved against

Complainant on the pleadings. This is precisely the circumstance in which the Board has declined to dismiss: where a material fact is disputed, an evidentiary hearing, not a motion, is the proper vehicle. See AFSCME, Local 4041, Items 861-A and 862-A, *supra*. The District's own historical salary records further show that Complainant's Master's degree was recognized before her 2015 rehire, underscoring that the present dispute concerns whether her education and experience were properly considered under the SRAP process, not whether she possesses the degree itself. (Exhibit 11.)

B. The Complaint presents a justiciable controversy and is not a mere contract-interpretation dispute.

15. The District characterizes the Complaint as a “collateral attack” on bargained terms and a “unilateral change” claim with no change. That mischaracterizes the Complaint. The criterion actually applied to Complainant — exclusion of a Master’s degree conferred before the 2015–2016 school year because it was supposedly “already used” at hire — appears nowhere in Article 26-26. The only provision referencing 2015–2016, subsection 26-26-5(e)(i), is limited by its terms to the calculation of *experience*, not educational attainment. (Exhibit 9.) That criterion was expressly announced district-wide on October 13, 2025, when CCSD and CCEA informed licensed employees that education and experience prior to 2015-2016 would not be considered in determining eligibility. (Exhibit 10.)

16. The District’s Motion concedes the point. It defends the criterion not as ratified contract text but as the parties’ shared “understanding” — stating that “the two parties to the agreement are of the same understanding on the issue.” The District thus cannot simultaneously argue that it “applied the terms as negotiated” and that the disqualifying rule lives only in an unwritten

understanding the bargaining unit never ratified. Whether the District administered the Agreement in a manner inconsistent with its terms (NRS 288.270(1)(e)), and whether CCEA breached its duty of fair representation by agreeing to and applying that unwritten criterion against a member, are justiciable statutory questions — not a request for the Board to rewrite a contract.

17. Notably, the Respondents do not even articulate the disqualification consistently. CCEA's Answer ties it to the calculation of "experience" under (e)(i); the District's Motion ties it to Complainant's "degree." Neither identifies a provision excluding a pre-2016 Master's degree, because none exists. This inconsistency is itself evidence that the criterion was not drawn from the negotiated text. The District's October 13, 2025 announcement likewise imposed a blanket exclusion of pre-2015-2016 education and experience, despite the absence of any such educational exclusion in Article 26-26. (Exhibit 10.)

C. The duty-of-fair-representation claim against CCEA is within the Board's jurisdiction and is not addressed by the District's Motion.

18. As exclusive bargaining representative, CCEA owes Complainant a duty of fair representation. A union breaches that duty when its conduct toward a member is arbitrary, discriminatory, or in bad faith. *Vaca v. Sipes*, 386 U.S. 171 (1967). "A bargaining agent has wide latitude to evaluate the merits of a grievance and to decline to proceed with grievances that are not meritorious. See *Vaca v. Sipes*, 386 U.S. 171 (1967).... However, that latitude is not unlimited." A union breaches its duty of fair representation when its conduct is arbitrary, discriminatory, or in bad faith. *Vaca v. Sipes*, 386 U.S. 171, 190 (1967). Nevada recognizes the same duty in public-sector labor relations. See *Cone v. Nevada Service Employees Union/SEIU*

Local 1107, 116 Nev. 473, 998 P.2d 1178 (2000); *Rosequist v. International Association of Firefighters Local 1908*, 118 Nev. 444, 49 P.3d 651 (2002). The EMRB has likewise applied *Vaca* in evaluating duty-of-fair-representation claims. *Vos v. City of Las Vegas Employees Association*, EMRB Item No. 749, Case No. A1-046000.

19. Complainant alleges that CCEA took more than two months to articulate any reason for the denial; that the reason it ultimately gave is not contained in the negotiated text and shifted between “experience” and “education”; and that CCEA agreed to and applied an unwritten exclusion to her. Taken as true, those allegations are sufficient at the pleading stage to state an arbitrary or perfunctory handling of her matter.

20. Critically, the instant Motion is the District’s alone and is directed only at the claims against the District. It does not, and cannot, dispose of the duty-of-fair-representation claim against CCEA. Even if the Motion were granted in full, that claim would remain for hearing.

21. Importantly, the relief Complainant seeks confirms that this controversy is justiciable and does not require the Board to interpret the Agreement for itself. Complainant does not ask the Board to determine her salary placement or to resolve a disputed reading of the contract. She asks the Board to require the Respondents to perform their duties properly — to direct CCEA to fulfill its duty of fair representation by independently evaluating and advocating her placement under the Agreement’s actual terms, and to direct that her application be re-reviewed using only the criteria stated in Article 26-26-5, accompanied by a reasoned, individualized written determination. Ordering a party to perform its statutory and representational obligations, rather than substituting the Board’s own judgment for that of the parties, is relief the Board is well

within its authority to grant. The relief Complainant seeks is therefore tiered: at a minimum, findings of violation, an order directing CCEA to fulfill its duty of fair representation, an order that her application be re-reviewed using only the criteria stated in Article 26-26-5 with a reasoned written determination, and an order directing the Respondents to cease applying criteria not contained in the Agreement — all plainly within the Board’s authority; and, to the extent the Board determines it is within its authority, correction of Complainant’s placement to reflect her Master’s degree and make-whole relief consistent with the Agreement and Nevada law. Because meaningful relief can be granted without the Board interpreting any disputed contractual term, the controversy is justiciable.

D. The Respondents’ stated reasons are contradicted by the District’s own records, which defeats the “frivolous and spurious” characterization and the request for fees.

22. The District asks the Board to find the Complaint “spurious or frivolous” under NAC 288.375(5) and to award fees. A complaint that is supported by the opposing party’s own documents is not frivolous. The District’s salary table places a Master’s degree in Column IV; Complainant’s placement record places her in Column III; and the disqualifying criterion appears nowhere in the negotiated text. A claim resting on that documentary record raises a genuine, good-faith controversy, and the request for fees should be denied.

E. The interference claim is not resolvable on the pleadings.

23. The District argues it did not interfere with Complainant’s rights because she applied, was reviewed, and received an explanation. But whether the District’s denial of a contractually authorized review on a basis found nowhere in the Agreement, together with its failure to give a clear individualized reason for more than two months, interfered with Complainant’s exercise of

rights under NRS Chapter 288 cannot be resolved on the pleadings and must be taken in the light most favorable to Complainant. In all events, the Board need not reach the interference claim to deny the Motion: Complainant's claim that the District failed to administer the Agreement in good faith under NRS 288.270(1)(e), and her duty-of-fair-representation claim against CCEA, independently require denial.

F. The Complaint is timely.

24. To the extent the Respondents assert untimeliness, the Complaint is timely under NRS 288.110(4). The limitations period runs from the date the employee receives unequivocal notice of a final adverse decision. To the extent Respondents assert untimeliness, the Complaint is timely under NRS 288.110(4). The six-month limitations period begins when the employee receives unequivocal notice of a final adverse decision. *City of North Las Vegas v. State Local Government Employee-Management Relations Board*, 127 Nev. 631, 639, 261 P.3d 1071, 1076-77 (2011). Complainant received the District's denial on January 23, 2026, and filed her Complaint on May 5, 2026, well within six months. Moreover, the challenged harmful continued placement below the MA column placement continues to affect Complainant's compensation each pay period, further supporting timeliness.

G. Reservation of the right to amend.


25. Should the Board conclude that any allegation or request for relief is insufficiently stated, Complainant respectfully requests leave to amend rather than dismissal, consistent with the Board's practice of permitting amendment to cure pleading defects. Complainant will submit a proposed amended complaint upon the Board's direction, including to clarify that the relief

sought is an order compelling the Respondents to perform their representational and statutory obligations as described above.

V. CONCLUSION

For the foregoing reasons, Complainant respectfully requests that the Board deny the Respondent's Motion to Dismiss in its entirety, deny the request for attorney's fees and costs, and set this matter for hearing. In the alternative, Complainant requests leave to amend rather than dismissal.

DATED this 12th day of June, 2026.



SARAH GAZALA

Complainant, pro se

2859 Dunnottar Avenue

Henderson, NV 89044

702-353-7293

sarahgazala@icloud.com

CERTIFICATE OF SERVICE

I hereby certify that on the 12th day of June, 2026, I served a true and correct copy of the foregoing ~~AMENDED~~ COMPLAINANT'S OPPOSITION TO CLARK COUNTY SCHOOL DISTRICT'S and CLARK COUNTY EDUCATION ASSOCIATION'S MOTION TO DISMISS electronically (e-mail) upon the following:

Crystal J. Pugh, Esq.; Betty J. Foley, Esq.
Office of the General Counsel, Clark County School District
5100 West Sahara Avenue, Las Vegas, NV 89146
herrec4@nv.ccsd.net

Dante Dabaghian, Esq.
Clark County Education Association
4230 McLeod Drive, Las Vegas, NV 89121
ddabaghian@ccea-nv.org



Sarah Gazala, Complainant (pro se)

**DECLARATION OF SARAH GAZALA IN SUPPORT OF
OPPOSITION TO MOTION TO DISMISS**

I, Sarah Gazala, declare as follows:

1. I am the Complainant in this matter. I make this declaration based on my own personal knowledge and, if called as a witness, could and would testify competently to the facts stated here.
2. I am a licensed Special Education teacher employed by the Clark County School District at a Title I school. I was first hired by the District in January 2005 and was rehired in August 2015. I have been continuously employed since August 2015 and am now in my 11th year of continuous service.
3. I hold a Master's degree in Special Education, which was conferred in 2005. My degree is pertinent to my Special Education teaching assignment.
4. Attached as Exhibit 1 is a true and correct copy of the District's Licensed Professional Salary Table for Fiscal Year 2025–2026. It shows that a Master's degree ("MA") corresponds to Column/Salary Grade IV, and that "BA+32" corresponds to Column/Salary Grade III.
5. Attached as Exhibit 2 is a true and correct copy of my current CCSD Salary Placement record. It shows my placement as Salary Grade III and Step Description "G." I am therefore placed in the "BA+32" column — one column below the "MA" column — despite holding a Master's degree.
6. At Step "G," the salary table pays \$80,276 in the BA+32 column (where I am placed) and \$86,792 in the MA column (where my degree belongs), a difference of \$6,516 per year. I contend I am also under-placed by step, because I have over a decade of continuous service since 2015.
7. Attached as Exhibits 3 through 8 are true and correct copies of my email correspondence with the District's Licensed Contracting Services and with CCEA representative Kristina Broils between January 23, 2026 and April 9, 2026 concerning the denial and the reasons given for it.
8. Attached as Exhibit 9 is a true and correct copy of the relevant pages of Article 26-26 of the 2025–2027 Negotiated Agreement.

I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct. (NRS 53.045.)

Executed on the 12th day of June, 2026.



SARAH GAZALA

INDEX OF EXHIBITS

Exhibit 1

CCSD Licensed Professional Salary Table, FY 2025–2026.

Establishes that a Master’s degree (“MA”) is Column/Salary Grade IV and “BA+32” is Column/Salary Grade III, and supplies the dollar figures at each step (e.g., Step G: BA+32 = \$80,276; MA = \$86,792).

Exhibit 2

Complainant’s CCSD Salary Placement record.

Complainant’s official placement screen showing Salary Grade III and Step Description “G” — i.e., placement in the “BA+32” column despite holding a Master’s degree. The single most important fact: it contradicts the District’s assertion that her degree was “credited at master’s degree level.”

Exhibit 3

January 23, 2026 SRAP denial notice (CCSD Licensed Contracting Services).

The original denial listing six generalized possible reasons without identifying which applied to Complainant.

Exhibit 4

Complainant’s requests for the specific basis (Jan. 23, Jan. 27, and Feb. 5, 2026).

Shows Complainant repeatedly asked which of the six listed reasons applied to her and received no specific answer for weeks.

Exhibit 5

February 9, 2026 District response.

District states that “education and experience prior to 2015-2016 ... will not be considered,” referencing the October 13, 2025 announcement — a criterion not contained in the negotiated text.

Exhibit 6

February 9, 2026 Complainant email citing Article 26-26-4(b).

Complainant identifies the provision describing her circumstances: a current licensed employee not placed on the February 1, 2024 salary table based upon experience and education.

Exhibit 7

March 25, 2026 CCEA (Kristina Broils) rationale.

CCEA states the application was denied because the MA “was earned prior to the 2015-16 school year” and “has already been used to determine your placement” — a degree-based rationale found nowhere in Article 26-26.

Exhibit 8

April 9, 2026 District email.

District quotes Article 26-26-5(e)(i) — the experience clause — and asserts Complainant was “credited ... at master’s degree level,” conflating experience with education and demonstrating the inconsistency in the Respondents’ stated reasons.

Exhibit 9

Relevant pages of Article 26-26, 2025–2027 Negotiated Agreement.

Shows that Article 26-26 contains no exclusion of a Master’s degree by conferral date, and that the only 2015–2016 reference, subsection 26-26-5(e)(i), is limited by its terms to the calculation of experience.

Exhibit 10

October 13, 2025 District-wide announcement (CCSD).

The blanket announcement that pre-2015–2016 education and experience “will not be considered” shows the criterion was applied district-wide as an interpretive gloss rather than drawn from the ratified text. (This is the District’s own Exhibit D to its Motion.)

Exhibit 11

Offer of Employment / Placement on the Annual Teacher Salary Schedule.

Confirms Complainant held a Master’s degree in Special Education at the time of her 2015 rehire. (MA and 3 years experience when rehired, but placed MA and 2 instead of 4. I brought this up in past yet apparently I do not understand CCSD calculations, hence why SRAP is the best method to correct the discrepancy in years of experience, my degree/education. Also I happen to have a MA plus 24. Including I advanced twice in 5 years and still unable to move onto MA column. 2018-2019 no steps were made at all.)

EXHIBIT 1



Clark County School District

LICENSED PROFESSIONAL SALARY TABLE

Fiscal Year 2025-2026 Effective 07/01/2025

PERS increase of 3.25% (Employee Burden of 1.625%)

Employees can progress on the salary schedule through the PGS system without having to attain degrees or college credits.

Definition of Classes- all must have a valid Nevada certification for the level or subject taught

^aAll 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

| Years | Education | BA & B&I | BA+16 | BA+32 | MA | MA+16 | MA+32 | MA+48 | PhD | VIII | IX | X | XI |
|-------|-----------|----------|----------|----------|----------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 1 | PST | | | | | | | | | | | | |
| 1 | A | \$57,471 | \$63,986 | \$70,501 | \$77,018 | \$83,534 | \$90,049 | \$96,566 | \$103,081 | \$109,597 | \$116,113 | \$122,628 | \$129,144 |
| 2 | B | \$59,100 | \$65,615 | \$72,131 | \$78,645 | \$85,162 | \$91,678 | \$98,194 | \$104,709 | \$111,226 | \$117,741 | \$124,257 | \$130,773 |
| 3 | C | \$60,727 | \$67,244 | \$73,759 | \$80,276 | \$86,792 | \$93,308 | \$99,823 | \$106,338 | \$112,855 | \$119,370 | \$125,887 | \$132,402 |
| 4 | D | \$62,357 | \$68,873 | \$75,390 | \$81,904 | \$88,420 | \$94,937 | \$101,452 | \$107,968 | \$114,483 | \$120,999 | \$127,515 | \$134,031 |
| 5 | E | \$63,986 | \$70,501 | \$77,018 | \$83,534 | \$90,049 | \$96,566 | \$103,081 | \$109,597 | \$116,113 | \$122,628 | \$129,144 | \$135,660 |
| 6 | F | \$65,615 | \$72,131 | \$78,645 | \$85,162 | \$91,678 | \$98,194 | \$104,709 | \$111,226 | \$117,741 | \$124,257 | \$130,773 | \$137,289 |
| 7 | G | \$67,245 | \$73,759 | \$80,276 | \$86,792 | \$93,308 | \$99,823 | \$106,338 | \$112,855 | \$119,370 | \$125,887 | \$132,402 | \$138,918 |
| 8 | H | \$68,873 | \$75,390 | \$81,904 | \$88,420 | \$94,937 | \$101,452 | \$107,968 | \$114,483 | \$120,999 | \$127,515 | \$134,031 | \$140,547 |
| 9 | I | \$70,501 | \$77,018 | \$83,534 | \$90,049 | \$96,566 | \$103,081 | \$109,597 | \$116,113 | \$122,628 | \$129,144 | \$135,660 | \$142,176 |
| 10 | J | \$72,131 | \$78,645 | \$85,162 | \$91,678 | \$98,194 | \$104,709 | \$111,226 | \$117,741 | \$124,257 | \$130,773 | \$137,289 | \$143,805 |

**CLARK COUNTY SCHOOL DISTRICT
 LICENSED EMPLOYEE SALARY SCHEDULE INCLUDING BENEFITS
 FOR THE SCHOOL YEAR 2025-2026**
 Fiscal Year 2026

| COLUMN | STEP | BASE SALARY | PERS 36.75% | ANNUAL INSURANCE PREMIUM | MEDICARE 1.45% | WORKERS' COMP 0.85% | UNEMPLOYMENT INSURANCE 0.05% | TOTAL VALUE OF OFFER |
|--------|------|-------------|-------------|--------------------------|----------------|---------------------|------------------------------|----------------------|
| I | A | \$57,471 | \$ 21,121 | \$ 10,791 | \$ 833 | \$ 489 | \$ 29 | \$90,734 |
| I | B | \$59,100 | 21,719 | 10,791 | 857 | 502 | 30 | 92,999 |
| I | C | \$60,727 | 22,317 | 10,791 | 881 | 516 | 30 | 95,262 |
| I | D | \$62,357 | 22,916 | 10,791 | 904 | 530 | 31 | 97,529 |
| I | E | \$63,986 | 23,515 | 10,791 | 928 | 544 | 32 | 99,796 |
| I | F | \$65,615 | 24,114 | 10,791 | 951 | 558 | 33 | 102,062 |
| I | G | \$67,245 | 24,713 | 10,791 | 975 | 572 | 34 | 104,330 |
| I | H | \$68,873 | 25,311 | 10,791 | 999 | 585 | 34 | 106,593 |
| I | I | \$70,501 | 25,909 | 10,791 | 1,022 | 599 | 35 | 108,857 |
| I | J | \$72,131 | 26,508 | 10,791 | 1,046 | 613 | 36 | 111,125 |
| II | A | \$63,986 | \$ 23,515 | \$ 10,791 | \$ 928 | \$ 544 | \$ 32 | \$99,796 |
| II | B | \$65,615 | 24,114 | 10,791 | 951 | 558 | 33 | 102,062 |
| II | C | \$67,244 | 24,712 | 10,791 | 975 | 572 | 34 | 104,328 |
| II | D | \$68,873 | 25,311 | 10,791 | 999 | 585 | 34 | 106,593 |
| II | E | \$70,501 | 25,909 | 10,791 | 1,022 | 599 | 35 | 108,857 |
| II | F | \$72,131 | 26,508 | 10,791 | 1,046 | 613 | 36 | 111,125 |
| II | G | \$73,759 | 27,106 | 10,791 | 1,070 | 627 | 37 | 113,390 |
| II | H | \$75,390 | 27,706 | 10,791 | 1,093 | 641 | 38 | 115,659 |
| II | I | \$77,018 | 28,304 | 10,791 | 1,117 | 655 | 39 | 117,924 |
| II | J | \$78,645 | 28,902 | 10,791 | 1,140 | 668 | 39 | 120,185 |
| III | A | \$70,501 | \$ 25,909 | \$ 10,791 | \$ 1,022 | \$ 599 | \$ 35 | \$108,857 |
| III | B | \$72,131 | 26,508 | 10,791 | 1,046 | 613 | 36 | 111,125 |
| III | C | \$73,759 | 27,106 | 10,791 | 1,070 | 627 | 37 | 113,390 |
| III | D | \$75,390 | 27,706 | 10,791 | 1,093 | 641 | 38 | 115,659 |
| III | E | \$77,018 | 28,304 | 10,791 | 1,117 | 655 | 39 | 117,924 |
| III | F | \$78,645 | 28,902 | 10,791 | 1,140 | 668 | 39 | 120,185 |
| III | G | \$80,276 | 29,501 | 10,791 | 1,164 | 682 | 40 | 122,454 |
| III | H | \$81,904 | 30,100 | 10,791 | 1,188 | 696 | 41 | 124,720 |
| III | I | \$83,534 | 30,699 | 10,791 | 1,211 | 710 | 42 | 126,987 |
| III | J | \$85,162 | 31,297 | 10,791 | 1,235 | 724 | 43 | 129,252 |
| IV | A | \$77,018 | \$ 28,304 | \$ 10,791 | \$ 1,117 | \$ 655 | \$ 39 | \$117,924 |
| IV | B | \$78,645 | 28,902 | 10,791 | 1,140 | 668 | 39 | 120,185 |
| IV | C | \$80,276 | 29,501 | 10,791 | 1,164 | 682 | 40 | 122,454 |
| IV | D | \$81,904 | 30,100 | 10,791 | 1,188 | 696 | 41 | 124,720 |
| IV | E | \$83,534 | 30,699 | 10,791 | 1,211 | 710 | 42 | 126,987 |
| IV | F | \$85,162 | 31,297 | 10,791 | 1,235 | 724 | 43 | 129,252 |
| IV | G | \$86,792 | 31,896 | 10,791 | 1,258 | 738 | 43 | 131,518 |
| IV | H | \$88,420 | 32,494 | 10,791 | 1,282 | 752 | 44 | 133,783 |
| IV | I | \$90,049 | 33,093 | 10,791 | 1,306 | 765 | 45 | 136,049 |
| IV | J | \$91,678 | 33,692 | 10,791 | 1,329 | 779 | 46 | 138,315 |
| V | A | \$83,534 | \$ 30,699 | \$ 10,791 | \$ 1,211 | \$ 710 | \$ 42 | \$126,987 |
| V | B | \$85,162 | 31,297 | 10,791 | 1,235 | 724 | 43 | 129,252 |
| V | C | \$86,792 | 31,896 | 10,791 | 1,258 | 738 | 43 | 131,518 |
| V | D | \$88,420 | 32,494 | 10,791 | 1,282 | 752 | 44 | 133,783 |
| V | E | \$90,049 | 33,093 | 10,791 | 1,306 | 765 | 45 | 136,049 |
| V | F | \$91,678 | 33,692 | 10,791 | 1,329 | 779 | 46 | 138,315 |
| V | G | \$93,308 | 34,291 | 10,791 | 1,353 | 793 | 47 | 140,583 |
| V | H | \$94,937 | 34,889 | 10,791 | 1,377 | 807 | 47 | 142,848 |
| V | I | \$96,566 | 35,488 | 10,791 | 1,400 | 821 | 48 | 145,114 |
| V | J | \$98,194 | 36,086 | 10,791 | 1,424 | 835 | 49 | 147,379 |

**CLARK COUNTY SCHOOL DISTRICT
 LICENSED EMPLOYEE SALARY SCHEDULE INCLUDING BENEFITS
 FOR THE SCHOOL YEAR 2025-2026**
 Fiscal Year 2026

| COLUMN | STEP | BASE SALARY | PERS 36.75% | ANNUAL INSURANCE PREMIUM | MEDICARE 1.45% | WORKERS' COMP 0.85% | UNEMPLOYMENT INSURANCE 0.05% | TOTAL VALUE OF OFFER |
|--------|------|-------------|-------------|--------------------------|----------------|---------------------|------------------------------|----------------------|
| VI | A | \$90,049 | \$ 33,093 | \$ 10,791 | \$ 1,306 | \$ 765 | \$ 45 | \$136,049 |
| VI | B | \$91,678 | 33,692 | 10,791 | 1,329 | 779 | 46 | 138,315 |
| VI | C | \$93,308 | 34,291 | 10,791 | 1,353 | 793 | 47 | 140,583 |
| VI | D | \$94,937 | 34,889 | 10,791 | 1,377 | 807 | 47 | 142,848 |
| VI | E | \$96,566 | 35,488 | 10,791 | 1,400 | 821 | 48 | 145,114 |
| VI | F | \$98,194 | 36,086 | 10,791 | 1,424 | 835 | 49 | 147,379 |
| VI | G | \$99,823 | 36,685 | 10,791 | 1,447 | 848 | 50 | 149,644 |
| VI | H | \$101,452 | 37,284 | 10,791 | 1,471 | 862 | 51 | 151,911 |
| VI | I | \$103,081 | 37,882 | 10,791 | 1,495 | 876 | 52 | 154,177 |
| VI | J | \$104,709 | 38,481 | 10,791 | 1,518 | 890 | 52 | 156,441 |
| VII | A | \$96,566 | \$ 35,488 | \$ 10,791 | \$ 1,400 | \$ 821 | \$ 48 | \$145,114 |
| VII | B | \$98,194 | 36,086 | 10,791 | 1,424 | 835 | 49 | 147,379 |
| VII | C | \$99,823 | 36,685 | 10,791 | 1,447 | 848 | 50 | 149,644 |
| VII | D | \$101,452 | 37,284 | 10,791 | 1,471 | 862 | 51 | 151,911 |
| VII | E | \$103,081 | 37,882 | 10,791 | 1,495 | 876 | 52 | 154,177 |
| VII | F | \$104,709 | 38,481 | 10,791 | 1,518 | 890 | 52 | 156,441 |
| VII | G | \$106,338 | 39,079 | 10,791 | 1,542 | 904 | 53 | 158,707 |
| VII | H | \$107,968 | 39,678 | 10,791 | 1,566 | 918 | 54 | 160,975 |
| VII | I | \$109,597 | 40,277 | 10,791 | 1,589 | 932 | 55 | 163,241 |
| VII | J | \$111,226 | 40,876 | 10,791 | 1,613 | 945 | 56 | 165,507 |
| VIII | A | \$103,081 | \$ 37,882 | \$ 10,791 | \$ 1,495 | \$ 876 | \$ 52 | \$154,177 |
| VIII | B | \$104,709 | 38,481 | 10,791 | 1,518 | 890 | 52 | 156,441 |
| VIII | C | \$106,338 | 39,079 | 10,791 | 1,542 | 904 | 53 | 158,707 |
| VIII | D | \$107,968 | 39,678 | 10,791 | 1,566 | 918 | 54 | 160,975 |
| VIII | E | \$109,597 | 40,277 | 10,791 | 1,589 | 932 | 55 | 163,241 |
| VIII | F | \$111,226 | 40,876 | 10,791 | 1,613 | 945 | 56 | 165,507 |
| VIII | G | \$112,855 | 41,474 | 10,791 | 1,636 | 959 | 56 | 167,771 |
| VIII | H | \$114,483 | 42,073 | 10,791 | 1,660 | 973 | 57 | 170,037 |
| VIII | I | \$116,113 | 42,672 | 10,791 | 1,684 | 987 | 58 | 172,305 |
| VIII | J | \$117,741 | 43,270 | 10,791 | 1,707 | 1,001 | 59 | 174,569 |
| IX | A | \$109,597 | \$ 40,277 | \$ 10,791 | \$ 1,589 | \$ 932 | \$ 55 | \$163,241 |
| IX | B | \$111,226 | 40,876 | 10,791 | 1,613 | 945 | 56 | 165,507 |
| IX | C | \$112,855 | 41,474 | 10,791 | 1,638 | 959 | 56 | 167,771 |
| IX | D | \$114,483 | 42,073 | 10,791 | 1,660 | 973 | 57 | 170,037 |
| IX | E | \$116,113 | 42,672 | 10,791 | 1,684 | 987 | 58 | 172,305 |
| IX | F | \$117,741 | 43,270 | 10,791 | 1,707 | 1,001 | 59 | 174,569 |
| IX | G | \$119,370 | 43,868 | 10,791 | 1,731 | 1,015 | 60 | 176,835 |
| IX | H | \$120,999 | 44,467 | 10,791 | 1,754 | 1,028 | 60 | 179,099 |
| IX | I | \$122,628 | 45,066 | 10,791 | 1,778 | 1,042 | 61 | 181,366 |
| IX | J | \$124,257 | 45,664 | 10,791 | 1,802 | 1,056 | 62 | 183,632 |
| X | A | \$116,113 | \$ 42,672 | \$ 10,791 | \$ 1,684 | \$ 987 | \$ 58 | \$172,305 |
| X | B | \$117,741 | 43,270 | 10,791 | 1,707 | 1,001 | 59 | 174,569 |
| X | C | \$119,370 | 43,868 | 10,791 | 1,731 | 1,015 | 60 | 176,835 |
| X | D | \$120,999 | 44,467 | 10,791 | 1,754 | 1,028 | 60 | 179,099 |
| X | E | \$122,628 | 45,066 | 10,791 | 1,778 | 1,042 | 61 | 181,366 |
| X | F | \$124,257 | 45,664 | 10,791 | 1,802 | 1,056 | 62 | 183,632 |
| X | G | \$125,887 | 46,263 | 10,791 | 1,825 | 1,070 | 63 | 185,899 |
| X | H | \$127,515 | 46,862 | 10,791 | 1,849 | 1,084 | 64 | 188,165 |
| X | I | \$129,144 | 47,460 | 10,791 | 1,873 | 1,098 | 65 | 190,431 |
| X | J | \$130,773 | 48,059 | 10,791 | 1,896 | 1,112 | 65 | 192,696 |

**CLARK COUNTY SCHOOL DISTRICT
 LICENSED EMPLOYEE SALARY SCHEDULE INCLUDING BENEFITS
 FOR THE SCHOOL YEAR 2025-2026**
Fiscal Year 2026

| COLUMN | STEP | BASE SALARY | PERS 36.75% | ANNUAL INSURANCE PREMIUM | MEDICARE 1.45% | WORKERS' COMP 0.85% | UNEMPLOYMENT INSURANCE 0.05% | TOTAL VALUE OF OFFER |
|--------|------|-------------|-------------|--------------------------|----------------|---------------------|------------------------------|----------------------|
| XI | A | \$122,628 | \$ 45,066 | \$ 10,791 | \$ 1,778 | \$ 1,042 | \$ 61 | \$181,366 |
| XI | B | \$124,257 | 45,664 | 10,791 | 1,802 | 1,056 | 62 | 183,632 |
| XI | C | \$125,887 | 46,263 | 10,791 | 1,825 | 1,070 | 63 | 185,899 |
| XI | D | \$127,515 | 46,862 | 10,791 | 1,849 | 1,084 | 64 | 188,165 |
| XI | E | \$129,144 | 47,460 | 10,791 | 1,873 | 1,098 | 65 | 190,431 |
| XI | F | \$130,773 | 48,059 | 10,791 | 1,896 | 1,112 | 65 | 192,696 |
| XI | G | \$132,402 | 48,656 | 10,791 | 1,920 | 1,125 | 66 | 194,962 |
| XI | H | \$134,031 | 49,256 | 10,791 | 1,943 | 1,139 | 67 | 197,227 |
| XI | I | \$135,660 | 49,855 | 10,791 | 1,967 | 1,153 | 68 | 199,494 |
| XI | J | \$137,289 | 50,454 | 10,791 | 1,991 | 1,167 | 69 | 201,761 |

Note:
 All figures rounding to the nearest whole number.

Table updated: 2025-09-29

EXHIBIT 2



Salary Placement

Salary Placement

| | | | |
|-------------------|-------|---------------------|------------|
| Empl Class | C | Pay Group | CER |
| Job Code | C8051 | Location Code | 0951 |
| Salary Admin Plan | C | Original Start Date | 01/31/2005 |
| Step Desc | G | Service Date | 01/01/2014 |
| Salary Grade | III | | |

Additional Details

You may see the current salary rates by [clicking here](#).

- CER - September to August Pay Cycle
- CEY - August to July Pay Cycle

EXHIBIT 3



Sarah Gazala [Basic HS] <gazalsm@nv.ccsd.net>

Notification of Decision for Fiscal Year 2026 Salary Adjustment

Licensed Contracting Services <extrapaylicensed@nv.ccsd.net>

Fri, Jan 23, 2026 at 2:51 PM

Hello,

Thank you for your continued service to the Clark County School District (CCSD). As part of implementing Section 26-26-7 of the Negotiated Agreement, CCSD and the Clark County Education Association (CCEA) conducted a review of information submitted by licensed employees to determine their eligibility for salary adjustments in Fiscal Year 2026.

After reviewing your information, we regret to inform you that you do not meet the criteria for a salary adjustment under this provision. This may be due to the following:

1. Your current salary is not being affected by compaction.
2. Your transcripts were already reflected in your current salary.
3. Your transcripts did not align with your endorsement or your current assignment.
4. You were hired after February 1, 2024.
5. You have received an adjustment pursuant to Article 26-21.
6. You are eligible for an adjustment pursuant to Article 26-2-3.

Please know that this determination does not reflect your performance or the value you bring to our students and school community. We greatly appreciate your ongoing dedication and contributions. The results are final and are not subject to appeal.

Thank you again for your commitment to the students of the Clark County School District.

Licensed Contracting ServicesClark County School District
Human Resources Unit

We Are CCSD Logo

2832 East Flamingo Road
Las Vegas, Nevada 89121Email: extrapaylicensed@nv.ccsd.net

In order to better serve you, please complete our customer service survey: <https://goo.gl/forms/DBY00QD8mbF9nzq2>

The information in this email message may contain legally privileged and confidential information intended only for the use of the individual(s) or entity to which the transmission is addressed. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or reliance upon the contents of this email is strictly prohibited. If you, the reader of this message, are not the intended recipient and have received this email in error, please notify the sender by reply email immediately, so that we can arrange for proper delivery, and then please delete the message from your inbox and destroy any hard copies printed. Thank you.

EXHIBIT 4



Sarah Gazala [Basic HS] <gazalsm@nv.ccsd.net>

Notification of Decision for Fiscal Year 2026 Salary Adjustment

Sarah Gazala [Basic HS] <gazalsm@nv.ccsd.net>
To: Licensed Contracting Services <extrapaylicensed@nv.ccsd.net>

Fri, Jan 23, 2026 at 4:13 PM

Hello,

To whom it may concern.

Please share which of the below criterias was not met?

1. Your current salary is not being affected by compaction.
2. Your transcripts were already reflected in your current salary.
3. Your transcripts did not align with your endorsement or your current assignment.
4. You were hired after February 1, 2024.
5. You have received an adjustment pursuant to Article 26-21.
6. You are eligible for an adjustment pursuant to Article 26-2-3.

Thank you,
Ms Gazala

[Quoted text hidden]

--

Sarah Gazala M.Ed
Special Education
Resource and CC Math Teacher
Case Manager

Basic Academy of International Studies
400 Palo Verde Dr
Henderson NV 89015

702-381-1902 cell
702-799-8000 campus ext 4058

"If you judge people, you have no time to love them." Mother Teresa



Sarah Gazala [Basic HS] <gazalsm@nv.ccsd.net>

Notification of Decision for Fiscal Year 2026 Salary Adjustment

Sarah Gazala [Basic HS] <gazalsm@nv.ccsd.net>

Tue, Jan 27, 2026 at 12:32 PM

To: Licensed Contracting Services <extrapaylicensed@nv.ccsd.net>

Hello?

[Quoted text hidden]



Sarah Gazala [Basic HS] <gazalsm@nv.ccsd.net>

Notification of Decision for Fiscal Year 2026 Salary Adjustment

Sarah Gazala [Basic HS] <gazalsm@nv.ccsd.net>

Thu, Feb 5, 2026 at 5:48 PM

To: Licensed Contracting Services <extrapaylicensed@nv.ccsd.net>, "Sarah Gazala [Basic HS]" <gazalsm@nv.ccsd.net>

Hello,

The above criteries are news to me. I originally submitted my SRAP 4/3/2024. No additional documents. Looking at the above criteria

1. Your current salary is not being affected by compaction. - **I am affected. I have a MA and over a decade of teaching experience. However new hires with MA and the same amount of teaching experlence are making more than me.**
2. Your transcripts were already reflected in your current salary. - **My transcripts state I have a MA degree since 2006 (the MA is not reflected in my salary)**
3. Your transcripts did not align with your endorsement or your current assignment. - (n/a)
4. You were hired after February 1, 2024. - (n/a)
5. You have received an adjustment pursuant to Article 26-21. - (n/a)
6. You are eligible for an adjustment pursuant to Article 26-2-3. - (n/a)

I look forward to hearing back,

Thank you,
Ms Gazala

[Quoted text hidden]

EXHIBIT 5



Sarah Gazala [Basic HS] <gazalsm@nv.ccsd.net>

Notification of Decision for Fiscal Year 2026 Salary Adjustment

Inquires for Extra Pay - Licensed <extrapaylicensed@nv.ccsd.net>
To: Inquires for Extra Pay - Licensed <extrapaylicensed@nv.ccsd.net>
Cc: "Sarah Gazala [Basic HS]" <gazalsm@nv.ccsd.net>

Mon, Feb 9, 2026 at 10:30 AM

Hello Sarah,

As per the announcement sent on October 13, 2025, not all licensed employees who submitted a salary review survey will be eligible for a salary adjustment. According to Articles 26-26, not all education and experience will be considered for eligibility. For example, the salary review and adjustment process is not intended to address any possible negative impact of the salary schedule change that occurred in 2015-2016. Therefore, education and experience prior to 2015-2016 should already be accounted for and will not be considered in determining eligibility.

Thank you.

[Quoted text hidden]

EXHIBIT 6



Sarah Gazala [Basic HS] <gazalsm@nv.ccsd.net>

Notification of Decision for Fiscal Year 2026 Salary Adjustment

Sarah Gazala [Basic HS] <gazalsm@nv.ccsd.net>

Mon, Feb 9, 2026 at 10:39 AM

To: Inquires for Extra Pay - Licensed <extrapaylicensed@nv.ccsd.net>

Please refer to Article 26-26-4.b

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. (this is me)

I look forward to hearing from you.

Regards,
Ms Gazala

[Quoted text hidden]

EXHIBIT 7



Sarah Gazala [Basic HS] <gazalsm@nv.ccsd.net>

Follow Up: SRAP

2 messages

Kristina Broils <kbroils@ccea-nv.org>
To: "Sarah Gazala [Basic HS]" <gazalsm@nv.ccsd.net>

Wed, Mar 25, 2026 at 8:10 PM

Hi Sarah,

After reviewing the results, your application was determined ineligible for adjustment because your MA degree was earned prior to the 2015-16 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.

Kristina Broils
Field Representative | OTS
Mobile: 702-374-2680
[Join CCEA Today!](#)

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/>

Solidarity forever! For the union makes us strong.
-Ralph Chaplin

Sarah Gazala [Basic HS] <gazalsm@nv.ccsd.net>
To: Kristina Broils <kbroils@ccea-nv.org>

Thu, Mar 26, 2026 at 8:06 AM

Hi Kristina,

Thanks for getting back to me. Isn't SRAP to address this issue? Because THIS is the issue many thousands of teachers are complaining about for over a decade now.

Regards,
Ms Gazala
(Quoted text hidden)
--

Sarah Gazala M.Ed
Special Education
Resource and CC Math Teacher
Case Manager

Basic Academy of International Studies
400 Palo Verde Dr
Henderson NV 89015

702-381-1902 cell
702-799-8000 campus ext 4058

"If you judge people, you have no time to love them." Mother Teresa

EXHIBIT 8



Sarah Gazala [Basic HS] <gazalsm@nv.ccsd.net>

Notification of Decision for Fiscal Year 2026 Salary Adjustment

Inquires for Extra Pay - Licensed <extrapaylicensed@nv.ccsd.net>

Thu, Apr 9, 2026 at 10:06 AM

To: Inquires for Extra Pay - Licensed <extrapaylicensed@nv.ccsd.net>

Cc: "Sarah Gazala [Basic HS]" <gazalsm@nv.ccsd.net>

Hello,

Please Note: 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. " When you were rehired in the 2015-2016, you received salary placement credit appropriately for years of experience at master's degree level.

Please review page 47 E-"i"
[negotiated agreement](#)

The results are final and are not subject to appeal. Thank you again for your commitment to the students of the Clark County School District.

[Quoted text hidden]

EXHIBIT 9

~~additional \$5,000 in supplemental compensation paid with SB 231 funds and subject to Article 41 of this Agreement.~~

~~Effective July 1, 2024, for all educators teaching in Title 1 schools with a 5% vacancy rate (determined at the end of the 2023-2024 school year) shall receive an additional \$5,000 in supplemental compensation as long as they remain in that school paid with SB 231 funds and subject to Article 41 of this Agreement.~~

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 licensed 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

EXHIBIT 10



Sarah Gazala [Basic HS] <gazalsm@nv.ccsd.net>

Salary Review and Adjustment Process Timeline

1 message

Announcements [Clark County School District] <ccsd-announcements@nv.ccsd.net>

Mon, Oct 13, 2025 at 8:20 AM

Reply-To: ccsd-announcements@nv.ccsd.net

To: G-0001-All-Licensed <G-0001-All-Licensed@nv.ccsd.net>

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

As you are aware, the [2025-2027 Negotiated Agreement](#) between CCSD and CCEA outlines a salary review and adjustment process. Please review Article 26-26 for details.

If you submitted a salary review survey by October 1, 2025, we are reviewing your documentation to determine eligibility for a salary adjustment. If we have questions about your documentation, the team may contact you directly. We appreciate your patience as we proceed through the process. Once the review is completed, you will receive an individual notice of the results via email and be able to obtain answers to specific questions about your review results. The results will be final and not subject to appeal.

It is critically important to understand that not all licensed employees, who submitted a salary review survey, will be eligible for a salary adjustment. Not all education and experience will count toward eligibility (see Article 26-26). For example, the salary review and adjustment process is not intended to address any possible negative impact of the salary schedule change that occurred in 2015-2016. Therefore, education and experience prior to 2015-2016 will not be considered in determining eligibility.

Additionally, this process is designed to address the employees who have been most negatively impacted by previous adjustments to the Professional Salary Table. Please note that while all review requests are carefully considered, they may not always result in an adjustment.

Our goal is to complete all reviews and notify employees as soon as possible and no later than December 31, 2025. We appreciate your understanding, cooperation, and patience as we begin this important process.

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

EXHIBIT 11

*7/2/10
will request
another trans.
from UNLV*

CLARK COUNTY SCHOOL DISTRICT

LICENSED EMPLOYEE REQUEST FOR SALARY CHANGE

This request for salary change must be submitted to the Human Resources Division – Licensed Personnel Department, Contracting Services by June 1 of the current school year in order to be considered for the following contract year. Please review Clark County School District Regulation 4292 and Article 26 of the current *Negotiated Agreement between the Clark County School District and the Clark County Education Association* to determine if the degree and/or credits you plan to obtain are acceptable for change on the licensed salary schedule. Specifically excluded are courses which are not credit bearing toward a degree or in-service courses not offered by the district.

Based on this request for salary change, your salary placement for the next contract year will automatically be changed to the class on the licensed salary schedule marked below. *All requirements for the degree and/or credits must be completed prior to the start of the contract year in which the salary change is to become effective.* When the degree and/or credits have been completed, original university transcript(s) and/or official PDE transcript(s) must be submitted to the Licensed Personnel Department, Contracting Services along with a Degree/Credit Tracking Form (CCF-138) by October 1 in order to keep the salary change in effect. If for any reason you cannot complete the requirements of the requested salary change, you must cancel this request by August 1 to avoid possible pay docking. You can do this by calling 799-5330. If an audit reveals that your degree and/or credits are not in compliance with the negotiated agreement, any money the district previously paid you for the requested salary change will be withheld from your next paycheck after you have been so notified.

| | | | | |
|--|-------------------------------|--|--|--|
| PRINT NAME (Last, First, MI) <i>McNabb, Sarah, M</i> | | SOC. SEC. NO. <i>626-78-8336</i> | SCHOOL/WORK LOC. NAME <i>Chaparral H.S.</i> | LOC. NO. <i>554</i> |
| Presently my salary is based on the following degree and/or credits: <small>(check one)</small> | | By the start of the next contract year, I will have earned the following degree and/or credits: <small>(check one)</small> | | |
| <input type="checkbox"/> Bachelor's Degree | Class A | <input type="checkbox"/> Bachelor's Degree + 16 semester credits | Class B | |
| <input type="checkbox"/> Bachelor's Degree + 16 semester credits | Class B | <input type="checkbox"/> Bachelor's Degree + 32 semester credits | Class C | |
| <input checked="" type="checkbox"/> Bachelor's Degree + 32 semester credits | Class C | <input checked="" type="checkbox"/> Master's Degree | Class D | |
| <input type="checkbox"/> Master's Degree | Class D | <input type="checkbox"/> Master's Degree + 16 semester credits | Class E | |
| <input checked="" type="checkbox"/> Master's Degree + 16 semester credits | Class E | <input checked="" type="checkbox"/> Master's Degree + 32 semester credits | Class F | |
| <input type="checkbox"/> Master's Degree + 32 semester credits | Class F | <input type="checkbox"/> Educational Specialist Degree | Class F | |
| <input type="checkbox"/> Educational Specialist Degree | Class F | <input type="checkbox"/> Doctorate Degree | Class G | |
| LICENSED EMPLOYEE'S SIGNATURE <i>SMcNabb</i> | | HOME PHONE NUMBER <i>702-431-8615</i> | DATE <i>6/26/06</i> | |
| CONFIRMATION OF SALARY CHANGE – TO BE COMPLETED BY THE LICENSED PERSONNEL DEPARTMENT | | | | |
| CODING DATA <i>3 C</i> | | IF YOU HAVE ANY QUESTIONS ABOUT YOUR SALARY PLACEMENT, CONTACT THE HUMAN RESOURCES DIVISION – LICENSED PERSONNEL DEPARTMENT, CONTRACTING SERVICES AT 799-5330. | | |
| B ased on final evaluation of your degree and/or credits, your placement on the salary schedule is: | CONTRACT YEAR <i>06/07</i> | STEP <i>03</i> | CLASS <i>D</i> | VERIFIED BY <i>[Signature]</i> <i>11/3/06</i> |

Salary Advancement -Salary Step Worksheet

Employee Name Sarah Gazala
Last Four of Soc. Sec. No. 8336
Date of Hire 1.31.05
Adjusted Date of Hire 1.00.14

Progression on the salary table

| School Year | Step/Class | Salary | Note |
|------------------|---------------------|-----------------|-----------------|
| <u>2004-2005</u> | <u>01 A</u> | <u>\$13,266</u> | |
| <u>2005-2006</u> | <u>02 C</u> | <u>\$33,887</u> | <u>BA + 32</u> |
| <u>2006-2007</u> | <u>03 C to 03 D</u> | <u>\$38,403</u> | <u>MA</u> |
| <u>LOA</u> | <u>Term 6.8.07</u> | | |
| <u>2015-2016</u> | <u>02 D</u> | <u>\$41,669</u> | |
| <u>2016-2017</u> | <u>D 1</u> | <u>\$44,952</u> | |
| <u>2017-2018</u> | <u>E 1</u> | <u>\$46,303</u> | <u>Step Arb</u> |
| <u>2018-2019</u> | <u>E 1</u> | <u>\$46,303</u> | <u>No step</u> |
| <u>2019-2020</u> | <u>F 1</u> | <u>\$48,777</u> | <u>Step</u> |

Processed by KC
Date 10.2.19

Legend:

Renumb Negotiated salary schedule renumbering
DWF Negotiated district wide step freeze
ARB Arbitrator's decision reverting salaries back to Step & Class placement held during the 2011-2012 school year
Conversion New salary table (PST) July 1 salary increase

CLARK COUNTY SCHOOL DISTRICT
TABLE THREE (3): LICENSED TRANSITIONAL SALARY SCHEDULE (TSS)
FISCAL YEAR 2015-2016
Additional Step per Class (+\$1,321)

| STEP | CLASS A B.A. | CLASS B B.A. + 16 | CLASS C B.A. + 32 | CLASS D M.A. | CLASS E M.A. + 16 | CLASS F M.A. +32 | CLASS G PH D | CLASS H ASC | CLASS I ASC + PH D |
|------|-----------------|----------------------|----------------------|-----------------|----------------------|---------------------|-----------------|----------------|-----------------------|
| 1 | \$ 34,637 | \$ 36,495 | \$ 38,357 | \$ 40,221 | \$ 42,087 | \$ 44,447 | \$ 45,947 | \$ 47,589 | \$ 49,089 |
| 2 | 36,085 | 37,942 | 39,809 | 41,669 | 43,541 | 46,145 | 47,645 | 49,286 | 50,786 |
| 3 | 37,531 | 39,398 | 41,256 | 43,122 | 44,985 | 47,844 | 49,344 | 50,984 | 52,484 |
| 4 | 38,985 | 40,845 | 42,705 | 44,569 | 46,429 | 49,536 | 51,036 | 52,677 | 54,177 |
| 5 | 40,427 | 42,291 | 44,155 | 46,019 | 47,980 | 51,236 | 52,736 | 54,377 | 55,877 |
| 6 | 41,236 | 43,745 | 45,615 | 47,466 | 49,330 | 52,934 | 54,434 | 56,074 | 57,574 |
| 7 | 42,557 | 44,620 | 47,054 | 48,917 | 50,779 | 54,631 | 56,131 | 57,773 | 59,273 |
| 8 | | 45,941 | 48,501 | 50,364 | 52,227 | 56,328 | 57,828 | 59,471 | 60,971 |
| 9 | | | 49,952 | 51,819 | 53,675 | 58,024 | 59,524 | 61,166 | 62,666 |
| 10 | | | 51,401 | 53,269 | 55,123 | 59,829 | 61,329 | 62,970 | 64,470 |
| 11 | | | 52,722 | 54,590 | 56,444 | 61,417 | 62,917 | 64,558 | 66,058 |
| 12 | | | | | | 63,463 | 64,963 | 66,606 | 68,106 |
| 13 | | | | | | 64,734 | 66,234 | 67,875 | 69,375 |
| 14 | | | | | | 66,029 | 67,529 | 69,171 | 70,671 |
| 15 | | | | | | 67,689 | 69,189 | 70,831 | 72,331 |
| 16 | | | | | | 69,010 | 70,510 | 72,152 | 73,652 |

DEFINITION OF CLASSES

- CLASS A Bachelor's degree and valid Nevada certification for the level or subject taught.
- CLASS B Bachelor's degree plus 16 increment growth units and valid Nevada certification for the level or subject taught. Units must be taken after receipt of bachelor's degree.
- CLASS C Bachelor's degree plus 32 increment growth units and valid Nevada certification for the level or subject taught.
- CLASS D Master's degree from an accredited institution in a field pertinent to position and valid Nevada certification for level or subject taught.
- CLASS E Master's degree plus 16 increment growth units and valid Nevada certification for level or subject taught, or completion of one Advanced Studies Certification 18-hour program. Units must be taken after receipt of master's degree.
- CLASS F Master's degree plus 32 increment growth units and valid Nevada certification for level or subject taught, or completion of two Advanced Studies Certification 18-hour programs. Units must be taken after receipt of master's degree.
- CLASS G Doctorate degree from an accredited institution in a field pertinent to position and valid Nevada certification for level or subject taught.
- CLASS H Advance Studies Certification (Advancement to Column H is not approved).
- CLASS I Advance Studies Certification plus Doctorate Degree (Advancement to Column I is not approved).

Licensed employees completing the following years of District service will be eligible for longevity compensation for which PERS contributions will be made:

| <u>District Service</u> | <u>Amount</u> |
|-------------------------|---------------|
| 10-15 | \$ 750 |
| 16-20 | 1,000 |
| 21-25 | 1,500 |
| 26+ | 2,000 |

Please read very carefully Article 26 of the Negotiated Agreement between the Clark County School District and the Clark County Education Association to learn the criteria regarding increment growth units.

- NOTE** The salary schedule reflects a PERS requirement regarding inclusion of the doctoral stipend on the salary schedule.
- ≈ Class "G" reflects Class "F" plus \$1,500 for a doctorate degree.
 - ≈ Employees classified as "Class G" under the 2010-11 negotiated agreement will now be classified as "Class H". Movement to Class H through Advanced Studies Certification is not approved effective in the 2011-12 school year.
 - ≈ Class "I" reflects placement in Class "H" with the addition of \$1,500 for a doctorate degree for those in Class "H".



PLACEMENT ON THE ANNUAL TEACHER SALARY SCHEDULE

Placement on the Annual Teacher Salary Schedule is made in accordance with Article 26 of the licensed Negotiated Agreement between the Clark County School District (CCSD) and the Clark County Education Association (CCEA) and District Policies and Regulations.

Your salary placement on the enclosed Offer of Employment has been determined by information contained in your application file at the time your offer was prepared. Your salary will not be finalized until your official transcripts and formal verification of experience forms have been received and audited.

Official Transcripts

For appropriate class placement, all official transcript(s) must have the degree posted and the date the degree was conferred. Only PK-12 education-related advanced degrees may be recognized for salary placement. For placement on classes B, C, E, and F, only upper division or graduate semester credits (applicable quarter credits are converted into semester credits) secured after the requirement(s) for the degree was completed can be recognized. These credits must pertain to your PK-12-related major or minor field of preparation, your current assignment and/or endorsements, and must be credit-bearing towards a degree.

To continue to receive the salary that you have been awarded, or for consideration of additional coursework for possible salary adjustment, you must submit official transcripts as indicated below:

- Bachelor's Degree
- Bachelor's Degree + 16 Semester Credits
- Bachelor's Degree + 32 Semester Credits
- Master's Degree
- Master's Degree + 16 Semester Credits
- Master's Degree + 32 Semester Credits
- Educational Specialist Degree
- Doctorate Degree

} only has MA

Course-by-Course Evaluation of Foreign Transcript from an accredited agency found on this link: www.doe.nv.gov/educator_licensure/apply/

Comment(s): _____

Verification of Experience

For appropriate class placement, formal verification of full-time contracted teaching experience must be submitted on the District's preprinted verification form which can be found online at <http://ccsd.net/employees/resources/pdf/verification-of-experience.pdf>. Previous teaching experience must have been under a full-time contracted teaching position from an accredited institution. Completed verification forms must be sent directly to CCSD as indicated on the form.

To continue to receive the salary that you have been awarded, or for consideration of additional previous teaching experience, you must submit formal verification of previous teaching experience as indicated below:

- All years requested *R* Comment(s): Need verification of experience from Douglas, AZ

Official transcripts and formal verification of teaching experience must be received within forty-five (45) days of your hire date. Should you not submit the required documents within the allotted time-frame, your salary will be adjusted as appropriate. If you have any questions regarding your salary placement, please contact Employee Contracts via telephone @ (702) 799-2812, option 1, or via e-mail @ ccsdemployeecontracts@interact.ccsd.net.

Please mail all required documents to:
Employee Contracts and Compensation
Human Resources Unit
Clark County School District
2832 East Flamingo Road
Las Vegas, NV 89121

I acknowledge receipt of this notice and I understand that it is my responsibility to submit the required documents within forty-five (45) days of my hire date.

Printed Name Sarah Gonzalez

Signature

Date 7/17/15

DATE: July 21, 2015
TO: Sarah M Gazala - Courtney JHS #540
FROM: Felicia Diaz, Personnel Analyst
SUBJECT: 2015/2016 Notice of Contracted Salary Adjustment

New information received warrants an adjustment to your contracted salary amount on the 2015-2016 Licensed Salary Table. Your salary placement has been adjusted from 01-D to 02-D.

Reason:

- Received 1 year verification of teaching experience from Douglas USD #27 and in combination with 2 CCSD years is a grand total of 3 years which yields corresponding Step 02 on the salary schedule.

The following breakdown establishes how we arrived at your new contracted salary and gross paycheck amount for the salary adjustment effective 9/10/2015.

Your contracted *salary placement is as follows:

Class D Step 02 Salary \$41,669 / 24 = gross semi-monthly rate \$1,736.21 Days 189

** (The above salary is subject to change pending the final outcome of contract negotiations between the Clark County School District and the Clark County Education Association. The above salary is paid in twenty-four (24) equal installments payable twice monthly beginning September 10th through August 25th.)*

If you have any questions, please e-mail fmddiaz@interact.ccsd.net or call 702-799-2812 option 1.

c personnel file

CCSD (Respondent)

Reply in Support of Motion to Dismiss

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*

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 REPLY IN SUPPORT
OF MOTION TO DISMISS**

20 The CLARK COUNTY SCHOOL DISTRICT (“the District” or “CCSD”), by and through
21 its undersigned counsel, submits its Reply in support of the Motion to Dismiss Sarah Gazala’s
22 (“Complainant’s”) Complaint.

23 **I. INTRODUCTION**

24 In her Opposition to the Motion to Dismiss (“Opposition”), Complainant was unable to
25 articulate any actual unilateral change by the District that would constitute a justiciable claim that
26 the EMRB would be able to consider. Complainant regurgitates her factual assertions from her
27 Complaint, but avoids the fact that both the District and CCEA are in agreement about the
28 contractual provision and how it was applied in her case – therefore, there simply cannot be a
unilateral change committed by the District. Even Complainant’s “factual dispute” is not
disputed. She was placed on the salary scale that was in effect at the time she was rehired in 2015
based on the master’s degree she had already earned. Complainant is erroneously requesting that

1 the EMRB review the contract terms and apply them differently than the outcome that was jointly
2 agreed upon by CCSD and CCEA. Additionally, Complainant's claim that the District interfered
3 with her rights for a review under the contract is contradicted by her factual allegations in her
4 Complaint, and frankly, does not constitute a right under NRS 288 that the EMRB may consider.
5 Altogether, her claims are not within the jurisdiction of the EMRB, and there is no probable cause
6 for the Complaint. Therefore, the Complaint must be dismissed.

7 **II. LEGAL AUTHORITY**

8 Complainant cites to *AFSCME, Local 4041 v. State of Nevada, Department of*
9 *Corrections, High Desert State Prison, et al.*, Case Nos. 2020-001 and 2020-002, Item Nos. 861-
10 A and 862-A to support an argument that the EMRB must consider her complaint and hold an
11 evidentiary hearing to determine factual disputes and credibility. However, the issues with the
12 Complaint are that the Complainant has failed to allege a justiciable controversy that the EMRB
13 may actually consider. This is not a question of factual dispute, but rather a question of
14 jurisdiction and justiciability.

15 NAC 288.200 identifies that a complaint must include:

16 (c) A clear and concise statement of the facts constituting the alleged practice
17 sufficient to raise a justiciable controversy under chapter 288 of NRS, including
18 the time and place of the occurrence of the particular acts and the names of persons
involved; and

19 (d) The legal authority under which the complaint is made.

20 NAC 288.375 further provides that the Board may dismiss a matter for any of the
21 following related reasons:

22 1. If the Board determines that no probable cause exists for the complaint, or if
23 the complaint has been settled and notice of the settlement has been received by
the Board.

24 ...

25 5. If an applicant, petitioner or complainant files a spurious or frivolous
26 complaint or a complaint which presents only issues that have been previously
decided by the Board.

27 NRS 288.110(2) allows the EMRB to hear and determine any complaint arising out of the
28 interpretation of, or performance under, the provisions of this chapter by any government

1 employer or any employee organization. The EMRB has held that the jurisdiction of the state
2 board is limited to those areas delineated in its enabling statutes, and that it is without jurisdiction
3 to construe the provisions of a collective bargaining agreement. *See County of Washoe v. Washoe*
4 *County Sheriff's deputies Assoc.*, Case No. A1-045300, Item No. 57 (citing to *Reno Police*
5 *Protective Assoc. v. City of Reno, et al.*, Case No. 18273, Item No. 16); *Clark County Teachers*
6 *Assoc. v. Board of Trustees of the Clark County School District*, Case No. A1-045351, Item No.
7 130 (“it is outside the Board’s jurisdiction to resolve grievances arising under the parties’
8 collective bargaining agreements.”).

9 In this case, Complainant avers that the District did not consistently apply the terms of the
10 Negotiated Agreement, even though the terms that were applied were bargained-for and
11 negotiated with her recognized bargaining agent, which CCEA confirms in its own Motion to
12 Dismiss. Complainant was apprised of that information by the District and CCEA, which further
13 renders her complaint spurious and frivolous, even if she is upset with how the denial was
14 delivered and the denial to further consider her appeal of the decision. Further, the District has not
15 interfered, restrained, or coerced Complainant in the exercise of her rights guaranteed by NRS
16 288, as she was free to apply for salary review, her application was reviewed and denied, and she
17 was not prohibited from seeking assistance from her representative association – claims she does
18 not dispute. Therefore, there is no violation of any right under NRS 288 that the Board may
19 consider, and the Complaint must be dismissed.

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

21 **A. The Complaint Does Not Raise a Justiciable Controversy That the Board May** 22 **Consider.**

23 Complainant’s Opposition focuses on her singular interpretation of how the Salary Review
24 and Adjustment Process (“SRAP”) should be applied in her case. Complainant believes, without
25 any support, that her salary should be adjusted based on her own reading of the salary tables and
26 the SRAP articulated in Article 26 of the Negotiated Agreement. Notably, she does not dispute
27 that her master’s degree was first considered in 2015 when she was rehired by the District and
28 originally placed on the salary table that was in effect at that time. Instead, she argues that Article

1 26 does not explicitly say that if a teacher's master's degree was considered prior to 2016, they
2 are not subject to a salary adjustment and that therefore, there is a question of fact as to whether
3 her request for salary review was appropriately denied.

4 However, her dispute that she is entitled to a salary adjustment based on her reading of
5 Article 26 does not mean that CCSD committed a unilateral change or other prohibited practice.
6 Complainant's assertion that the EMRB must consider whether the District administered the
7 Agreement inconsistently with its terms is not a claim regarding a prohibited practice under NRS
8 288.270. Complainant's claim against the District is actually a violation of contract claim, which
9 is not a cause or concern under NRS 288 that the Board may hear and determine. *See* NRS
10 288.110(2) and NRS 288.270(1). *See County of Washoe v. Washoe County Sheriff's deputies*
11 *Assoc.*, Case No. A1-045300, Item No. 57 (citing to *Reno Police Protective Assoc. v. City of*
12 *Reno, et al.*, Case No. 18273, Item No. 16); *Clark County Teachers Assoc. v. Board of Trustees of*
13 *the Clark County School District*, Case No. A1-045351, Item No. 130 ("it is outside the Board's
14 jurisdiction to resolve grievances arising under the parties' collective bargaining agreements.").

15 The EMRB has jurisdiction over unfair labor practices, and an unfair labor practice
16 includes the prohibited practice of willfully refusing to bargain collectively in good faith with the
17 exclusive representative. NRS 288.270(1)(e). Under the unilateral change theory, an employer
18 commits a prohibited labor practice when it changes the terms and conditions of employment that
19 fall under the subjects of mandatory bargaining listed in NRS 288.150 without first bargaining in
20 good faith with the recognized bargaining agent. *See City of Reno v. Reno Police Protective*
21 *Ass'n.*, 118 Nev. 889, 59 P.3d 1212 (2002). Importantly, Complainant's representative, CCEA,
22 agrees that there was no unilateral change by the District when it came to applying the terms of
23 the SRAP in Article 26 to Complainant. *See* CCEA's Motion to Dismiss. In fact, CCEA confirms
24 that the parties reviewed Complainant's request for adjustment and concluded that Complainant
25 had been appropriately placed under the CBA that was operative at the time of her 2015 rehire,
26 with the master's degree being counted toward her placement. CCEA's Motion to Dismiss, p.
27 5:15-21. Complainant's argument that the parties' shared understanding on the issue and how the
28 Agreement applies to her in this case is some "unwritten understanding that the bargaining unit

1 never ratified” is belied by CCEA’s own admissions in the Motion to Dismiss, and frankly, does
2 not make sense. As the District and CCEA agree there has been no unilateral change in the terms
3 of the Agreement, then there is no justiciable controversy under NRS 288 that the Board may
4 consider, and the Complaint should be dismissed.

5 Similarly, Complainant’s argument in her Opposition that her claim that the District
6 interfered in her exercise of rights under NRS 288 cannot be resolved on the pleadings and must
7 be taken in the light most favorable to Complainant misstates the standard to which the Board
8 must consider the Motion to Dismiss. Complainant’s facts are not to “be taken in the light most
9 favorable to Complainant,” as the issue is not whether they have merit (which the District argues
10 they do not). At issue in the Motion to Dismiss is whether there is a justiciable claim that the
11 EMRB may consider. Again, Complainant’s claim that the District interfered with her protected
12 rights under NRS 288 is contradicted by her allegations themselves. Complainant avers that the
13 District’s denial of a contractually authorized review “on a basis found nowhere in the
14 Agreement, together with its failure to give a clear, individualized reason for more than two
15 months” interfered with her rights under NRS 288. *See* Opposition at p. 9-10. However, as argued
16 in the Motion to Dismiss, Complainant alleged that she submitted documentation to CCEA on
17 April 3, 2024, that the District denied her SRAP application on January 23, 2026, and that CCEA
18 explained, “*This was denied because this degree has already been used to determine your*
19 *placement according to the contract under which you were initially hired.*” *See* Complaint and
20 CCSD’s Motion to Dismiss. Again, Complainant was not prevented from seeking a review of her
21 salary under the contract – she is simply upset with the results of the review. There was no
22 interference with her rights under NRS 288 that have been articulated in either the Complaint or
23 the Opposition that would enable the EMRB to consider her Complaint under NRS 288.110(2).

24 Because Complainant’s claims about the duty of fair representation do not apply to the
25 District, her arguments in her Opposition on that issue will not be addressed in this Reply.

26 **B. The Board Should Prohibit Amendment as Futile in this Matter.**

27 Complainant has failed to state a claim upon which the Board may grant relief under NRS
28 288.110(2). Although she attempts to characterize her issues as a unilateral decision by the

1 District that was not bargained for, and that the District interfered with an unarticulated right
2 under NRS 288, it is clear from the substance of her factual allegations that no amendment to her
3 Complaint may cure any pleading defect because her Complaint is that there was some violation
4 of the contract, which the EMRB does not have the authority to hear or remedy. As such, there is
5 no substantial defect that can be cured by amendment.

6 **IV. CONCLUSION**

7 For these reasons, the Board should dismiss the instant Complaint as against the District.

8 DATED this 26th day of June, 2026.

9 CLARK COUNTY SCHOOL DISTRICT
10 OFFICE OF THE GENERAL COUNSEL

11 By: /s/ Crystal J. Pugh

12 CRYSTAL J. PUGH, ESQ.

13 Nevada Bar No. 12396

14 BETTY J. FOLEY, ESQ.

15 Nevada Bar No. 14517

16 5100 West Sahara Avenue

17 Las Vegas, Nevada 89146

18 *Attorney for Respondent,*

19 *Clark County School District*

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that on the 26th day of June, 2026, I sent a true and correct copy of the
3 foregoing **CLARK COUNTY SCHOOL DISTRICT’S REPLY IN SUPPORT OF MOTION**
4 **TO DISMISS** by U.S. Mail with first-class postage fully prepaid to the following:

5 Sarah Gazala
6 2859 Dunnottar Avenue
7 Henderson, NV 89044
8 sarahgazala@icloud.com
9 *Complainant, pro se*

10 Dante Dabaghian, Esq.
11 Clark County Education Association
12 4230 McLeod Drive
13 Las Vegas, NV 89121
14 ddabaghian@ccea-nv.org
15 *Counsel for Respondent*
16 *Clark County Education Association*

17
18
19
20
21
22
23
24
25
26
27
28
/s/ Elsa C. Peña

An employee of the
Office of the General Counsel,
Clark County School District