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7 **STATE OF NEVADA**

8 **GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD**

9 SARAH GAZALA,  
10 Complainant,

Case No.: 2026-009

11 v.

**CLARK COUNTY EDUCATION  
ASSOCIATION'S MOTION TO DISMISS**

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

17 Respondent Clark County Education Association ("CCEA" or "Association"), by and  
18 through its counsel of record, files the following Motion to Dismiss Complainant Sarah Gazala's  
19 ("Complainant" or "Gazala") Complaint. This Motion is based upon papers and pleadings on file  
20 herein, the attached Memorandum of Points and Authorities, and any oral argument permitted.  
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22 **I. INTRODUCTION**

23 There is no justiciable issue or probable cause pursuant to NAC 288.375(1) for the  
24 Board's consideration in the instant complaint against CCEA. CCEA engaged in no violation of  
25 NRS 288.270(2) through its representation of Complainant.  
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27 CCEA represented Ms. Gazala well in accordance with its duty of fair representation and  
28 refrained from conduct that was arbitrary, discriminatory bad faith. Ms. Gazala is merely

1 attempting to obtain from the Board what she could not obtain from CCEA and the Clark County  
2 School District (“CCSD” or “District”); a new salary placement pursuant to the Salary Review  
3 and Adjustment Process (“SRAP”) that she was not entitled to. Ms. Gazala plainly did not  
4 qualify for a new salary placement pursuant to SRAP, but did not take “no” for an answer. Now  
5 she is attempting to take CCEA to the EMRB with a frivolous duty of fair representation  
6 complaint. Each employee’s SRAP submissions were jointly and meticulously reviewed by  
7 CCEA and CCSD in an anonymous fashion, undergoing multiple rounds of review. The parties  
8 worked out clear, consistent standards for reviewing each and every SRAP submission in a fair  
9 and unbiased manner. Since SRAP was negotiated for the operative 2025-2027 Negotiated  
10 Agreement (“Agreement” or “Contract”), CCEA and CCSD shared the understanding both that  
11 employees such as Ms. Gazala were not the kind of employees SRAP was meant for, and that  
12 degrees earned prior to the date of June 2, 2016 were not to be considered towards a salary  
13 adjustment due to these same degrees already being used for these employees’ placements. Ms.  
14 Gazala in her Complaint attempts to portray CCEA as unresponsive and perfunctory, but she  
15 neglects to mention that CCEA communicated the reasoning behind her denial multiple times.  
16 Further, Complainant has no grievance to prosecute; merely a complaint due to the fact that the  
17 Negotiated Agreement explicitly states that all decisions made pursuant to SRAP are final and  
18 not subject to the grievance procedure.  
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22 This Board is well aware that the duty of fair representation is interpreted narrowly in  
23 order to allow for a union the discretion to act in the best interests of all the employees it  
24 represents. *Crom v. Las Vegas Clark County Library District and Teamsters Local 14*, Item No.  
25 752E, EMRB Case No. A1-046004 at 5 (2013); *Vakil v. Clark County, et. al*, Item No. 768A,  
26 EMRB Case No. A1-046029 at 8 (2013). This Board has also long held that a union which in  
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1 good faith declines to process a grievance based on it lacking merit or being procedurally  
2 defective does not violate its duty of fair representation. *Asch v. Clark County Sch. Dist. and*  
3 *Clark County Classroom Teachers Ass'n*, Item #314, EMRB Case No. A1-045541 at 3. There is  
4 no reason for this “wide latitude” standard not to extend to instances where the employee is  
5 simply *unable* to file a grievance in the first place. CCEA would be unable to process a grievance  
6 challenging Complainant’s denial of a salary readjustment even it saw merit in her case because  
7 the Contract explicitly **precludes** a grievance from being filed under SRAP. No tangible relief  
8 could therefore be given to Complainant for any alleged violation of NRS 288, making this  
9 Complaint “spurious or frivolous” under NAC 288.375(5). CCEA has not committed any  
10 prohibited practice under NRS 288, and so the Board should dismiss Ms. Gazala’s Complaint  
11 with prejudice.  
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## 14 **II. STATEMENT OF FACTS**

### 15 **A. The Salary Review and Adjustment Process**

16 For the current 2025-2027 Negotiated Agreement, relevant provisions attached here to as  
17 Exhibit A, CCEA and CCSD sought to address concerns held by bargaining unit employees who  
18 claimed that they were not appropriately placed on the Professional Salary Table (“PST”) based  
19 upon their education and experience. To this end, CCEA gathered documentation in advance for  
20 the 2025 negotiations and solicited employees to submit their documentation to them for the  
21 Association to assess the situation and determine the size of the impacted class of employees. *See*  
22 *emails between Sarah Gazala and CCEA, attached hereto as Exhibit B.* Based on the parties’  
23 shared priorities and understandings, the Salary Review and Adjustment Process (“SRAP”) was  
24 negotiated. Exhibit A. SRAP is governed by Article 26-26 of the Agreement and allowed for  
25 licensed employees who believed that they were not appropriately placed on the PST pursuant to  
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1 their education and experience to apply for a salary review. Exhibit A. Per Article 26-26-5,  
2 “Only licensed employee who provide the necessary evidence and documentation to  
3 **demonstrate that they qualify** for a salary adjustment will be eligible for a salary adjustment.”  
4 *Id.* Since the initial negotiation of Article 26-26, CCEA and CCSD agreed to not consider any  
5 education completed or conferred prior to June 2, 2016 in determining whether or not an  
6 employee is eligible for a salary adjustment pursuant to SRAP. *See* Affidavit of Dr. Brenda  
7 Pearson, attached hereto as Exhibit C. This is because all employees at that point in time were  
8 *already* placed according to their education and experience. *Id.*; *See* Offer of Employment Letter  
9 for Sarah Gazala, attached hereto as Exhibit D.  
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12 While CCSD has the sole discretion to determine how many salary adjustments are made  
13 pursuant to SRAP, the parties pursuant to Article 26-26 agreed to jointly review the  
14 documentation of each employee who submitted a completed salary review application to  
15 determine eligibility. Exhibit C. CCEA created a survey that was distributed to all licensed  
16 employees’ CCSD email addresses. *Id.* Both CCEA and CCSD meticulously reviewed each  
17 submission for the documentation required under Article 26-26-5, and a strict criteria was  
18 applied to every employee. *Id.* To ensure both fairness in the process and that the correct  
19 determination was made on each employee’s application, CCEA and CCSD both conducted  
20 **multiple levels of anonymous review**, where each degree submitted by an employee was  
21 scrutinized. *Id.* Anonymous review of these applications was accomplished through de-  
22 identification of employee names as each employee completed their SRAP survey submission.  
23 *Id.* CCEA and CCSD met and conferred on a regular basis to jointly agree upon each result. *Id.*  
24 For an employee to be deemed eligible for a salary adjustment, CCSD needed to concur with  
25 CCEA’s assessment. *Id.* CCEA independently reviewed all denied applications to ensure that all  
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1 decisions were appropriately made by the parties. Exhibit C. For any SRAP decision that CCEA  
2 and CCSD were unable to come to an agreement on, the parties conferred to reach a final  
3 decision on each application, with the District holding the final say. Exhibit A. Per Article 26-26-  
4 6(d) “All reviews and results (of SRAP) are *final and not subject to appeal or the grievance*  
5 *procedure.*” *Id.*

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7 **B. Complainant Sarah Gazala**

8 Complainant was first employed as a licensed personnel at CCSD in January of 2005.  
9 Comp. at 1. She left the licensed personnel bargaining unit in 2007, and then was rehired on  
10 August 12, 2015. Exhibit D. She earned a Master’s of Education on December 17, 2005. Exhibit  
11 B. At the time of her rehire with CCSD, she was placed on the PST according to her education  
12 and experience, with this Master’s degree, plus 32 additional semester credits, counting towards  
13 her salary placement. Exhibit D. On or around April 3, 2024, Complainant submitted documents  
14 pursuant to CCEA’s Compaction Survey. Exhibit B. When SRAP was negotiated by CCEA and  
15 CCSD for the 2025-2027 Contract, the parties conducted anonymous, jointly reviewed  
16 submissions for each employee, and together concluded that this employee was ineligible for a  
17 salary adjustment pursuant to SRAP because she had already been appropriately placed under the  
18 CBA that was operative at the time of her 2015 rehire with the District, with this same degree  
19 being counted towards her placement. *See* Salary Review Results for Sarah Gazala, and SRAP  
20 criteria flowchart, attached hereto as Exhibit E.<sup>1</sup> In other words, since the degree she proffered  
21 for her SRAP submission was earned prior to June 2, 2016, that degree was already used to place  
22 her on the PST appropriately, where in contrast, the purpose of SRAP was to correct the salary  
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28 <sup>1</sup> At the time of Ms. Gazala’s SRAP review, the parties did not know that they were reviewing her submissions, as her information, like with all other SRAP submissions, was de-identified to preserve anonymity. *See* Exhibit C.

1 placements of those with degrees conferred on or after June 2, 2016, as those degrees had not  
2 yet been used to place existing employees on the salary table. Exhibits C, D, and E.

3           On January 23, 2026, CCSD's Licensed Contracting Department notified Complainant  
4 over email that her application for a salary adjustment pursuant to SRAP was denied. Comp. at 2.  
5 After Complainant was informed by CCSD that she did not qualify for a salary adjustment  
6 pursuant to SRAP, she was not in contact with CCEA pertaining to this decision until February  
7 18, 2026. Exhibit B. That day, CCEA Field Representative Kristina Broils ("Broils") announced  
8 over email to all licensed staff at Basic High School, including to Complainant, that she would  
9 be visiting the site on behalf of CCEA and that she would be available on that day to answer  
10 questions pertaining to SRAP. *Id.* Complainant expressed interest in having a meeting with Ms.  
11 Broils, and it took place in the staff lounge on that same day. *Id.*; *See*, Affidavit of Kristina  
12 Broils, attached hereto as Exhibit F. During this meeting, Complainant told Ms. Broils that she  
13 was denied a salary adjustment pursuant to SRAP, and wanted to know why. *Id.* Although she  
14 was not yet aware of Ms. Gazala's specific situation, she described in detail each of the 6 reasons  
15 why her application would have been denied. *Id.* Complainant indicated to Ms. Broils that she  
16 understood this explanation and did not request any further information or follow up on the  
17 matter. *Id.* After their conversation, Complainant on the same day wrote to Ms. Broils over email  
18 "Thank you for your help," and Ms. Broils considered the matter to be resolved. Exhibit B;  
19 Exhibit F. On March 25, 2026, Complainant called the CCEA office, asking the same question  
20 about why her SRAP application was denied. Exhibit F. Complainant's call was transferred over  
21 to Ms. Broils, and the two briefly spoke over the phone. *Id.* Since Ms. Broils was driving to a  
22 school visit at the time of their call, she indicated to Complainant that she would look into her  
23 issue further and then follow up with her later. *Id.* Later that same evening on March 25, 2026,  
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1 Ms. Broils reviewed Complainant's specific SRAP submissions that she sent to CCEA, including  
2 her submitted education, and confirmed that she was ineligible for a salary adjustment because  
3 her proffered degree was conferred prior to June 2, 2016, and so the degree was already applied  
4 to her salary placement according to the contract under which she was initially hired. Exhibit F.  
5 The same night, Ms. Broils communicated this rationale to Complainant, stating "After  
6 reviewing the results, your application was determined to be ineligible for adjustment because  
7 your MA degree was earned prior to the 2015-16 school year. This was denied because this  
8 degree has already been used to determine your placement according to the contract in which  
9 you were initially hired." Exhibit B. This Complaint follows.

### 11 **III. MEMORANDUM OF POINTS AND AUTHORITIES**

12 NAC 288.375(1) and (5) dictate that the Board may dismiss a Complaint if: "no probable  
13 cause exists for the complaint;" or the complaint is "spurious or frivolous" or presents "only  
14 issues that have been previously decided by the Board." Here, dismissal of this Complaint with  
15 prejudice as it pertains to CCEA is warranted because Complainant cannot demonstrate probable  
16 cause that the Association, in determining in good faith that she was not entitled to a salary  
17 adjustment in conjunction with CCSD after multiple rounds of anonymous, thorough review of  
18 her submitted documentation, and based on a mutual, consistent understanding with the District  
19 that degrees conferred to an employee prior to June 2, 2016 were not to be considered for the  
20 salary review process, violated its duty of fair representation or otherwise acted in a manner that  
21 was arbitrary, discriminatory, or in bad faith throughout its representation of her. This Board  
22 knows that a union does not violate its duty of fair representation when it investigates an  
23 employee's issue and finds no merit in the issue. Ms. Gazala's Complaint raises no new legal  
24 questions or set of facts for the Board to hear, making this a "spurious or frivolous" action  
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1 warranting dismissal. NAC 288.375(5). The Board should accordingly dismiss this Complaint  
2 with prejudice.

3 **A. CCEA did not engage in arbitrary conduct towards Complainant.**

4 Complainant possesses no evidence whatsoever for CCEA having breached its duty of  
5 fair representation to her. An employee organization has a duty under NRS 288 to fairly  
6 represent employees in the bargaining unit. *Vos v. City of Las Vegas and Las Vegas Peace*  
7 *Officers Association*, Item No. 749, EMRB Case No. A1-046000 at 10 (2014); citing *Rosequist*  
8 *v. International Ass'n of Firefighters Local 1908*, 49 P.3d 651 (Nev. 2002). Countless times,  
9 however, the Board has held that “a breach of an employee organization's statutory duty of fair  
10 representation to members of the bargaining unit occurs **only** when the union's conduct toward  
11 said members is arbitrary, discriminatory, or in bad faith.” *Asch*, EMRB #314 at 3; citing *Vaca v.*  
12 *Sipes*, 386 U.S. 171, 191 (1967). A union's duty of fair representation has always been construed  
13 narrowly to allow it the discretion to act in what it perceives to be the best interests of who it  
14 represents. *Crom*, EMRB #752E at 5; citing *Galindo v. Stooddy Co.*, 793 F.2d 1502, 1514 (9<sup>th</sup> Cir.  
15 1986); *Peterson v. Kennedy*, 771 F.2d 1244, 1253 (9<sup>th</sup> Cir. 1985); citing *Ford Motor Co. v.*  
16 *Huffman* 345 U.S. 330, 337-38 (1953).  
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20 The duty of fair representation also extends to the union's handling and processing of  
21 grievances, forbidding such organizations from processing an employee's grievance in an  
22 “arbitrary or perfunctory manner.” *George v. Las Vegas Police Protective Ass'n Metro, Inc.*,  
23 Item No. 485A, EMRB Case No. A1-045693 at 6 (2001); citing *Tenorio v. NLRB*, 680 F.2d 598  
24 (9<sup>th</sup> Cir. 1982). Such a duty typically requires that the union conduct some sort of “minimal  
25 investigation” of the employee's issue. *George*, EMRB #485A at 6. “Union conduct that shows  
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1 an egregious disregard for the rights of union members constitutes a breach of the duty of fair  
2 representation.” *George*, EMRB #485A at 6.

3           However, to be compliant with its duty of fair representation, a union need not process  
4 every grievance brought to its attention. *Id.*; citing *Tuma v. American Can Co.*, 373 F. Supp. 218,  
5 224 (D. NJ. 1974). This Board has held that “Because a union balances many collective and  
6 individual interests in deciding whether and to what extent it will pursue a particular grievance,  
7 courts should accord **substantial deference** to a union’s decisions regarding such matters.”  
8 *Woodard v. Sparks Police Protective Ass’n*, Item No. 853A, EMRB Case No. 2018-026 at 3  
9 (2020); citing *Peterson*, 771 F.2d at 1253. In fact, a union possesses an **obligation** to “not assert  
10 or press grievances which it believes in good faith do not warrant such action.” *Tuma*, 373 F.  
11 Supp. at 225; citing *Bazarte v. United Transportation Union*, 429 F.2d 868, 872 (3<sup>rd</sup> Cir. 1970).  
12 “Any substantive examination of a union’s performance must be highly deferential, recognizing  
13 the wide latitude negotiators need for the effective performance of their bargaining  
14 responsibilities.” *Airline Pilots Ass’n v. O’Neill*, 499 U.S. 65, 78 (1991). A union who opts  
15 against pursuing an employee’s grievance based on the case lacking merit after at least some sort  
16 of investigation almost always fulfills its duty of fair representation. *Orphan v. Furnco*  
17 *Construction Corp.*, 325 F. Supp. 1220, 1222 (N.D. Ill. 1971).

21           A union’s actions are arbitrary “only if its conduct can be fairly characterized as so far  
22 outside a ‘wide range of reasonableness that it is wholly ‘irrational’ or ‘arbitrary’” or is otherwise  
23 “without a rational basis or explanation.” *Vos*, EMRB #749 at 10; citing *Marquez v.*  
24 *Screenactors Guild, Inc.*, 525 U.S. 33, 45 (1998). *Vakil* is a quintessential example of a union  
25 acting in a non arbitrary manner in its representation of an employee while also holding firm on a  
26 decision that the employee does not agree with. In *Vakil*, the complainant was laid off due to  
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1 mutually negotiated layoff procedures. *Vakil*, EMRB #768A at 1. The union in *Vakil* gave advice  
2 to the complainant and explained to him how seniority was calculated, but declined to process a  
3 grievance on his behalf because it lacked merit and foundation based on the union's contract and  
4 established practice with the county. *Id.* at 2-3. Despite *Vakil* expressing difficulty in getting in  
5 contact with a representative from the union upon his receipt of a layoff notice, *Id.* at 2, the  
6 Board held that the union did not violate its duty of fair representation and did not act in an  
7 arbitrary manner because it conducted an investigation into the employee's issue and made a  
8 good faith determination to not proceed with a grievance based on its investigation and mutual  
9 agreements with the employer. *Id.* at 9. Notably, the Board found that the complainant failed to  
10 demonstrate that his grievance had any merit, other than that he simply disagreed with the  
11 union's good faith judgment. *Id.*

14 In contrast, the Board has held that a union has acted arbitrarily when it fails to perform a  
15 "ministerial act" that prejudices a **substantial right** of the employee. In *Dutrisac v. Caterpillar*  
16 *Tractor Co.*, an employee who was terminated from his job sought assistance from the union in  
17 obtaining reinstatement. *Dutrisac v. Caterpillar Tractor Co.*, 749 F.2d 1270, 1271 (9<sup>th</sup> Cir.  
18 1983). After the union had agreed to take the employee's grievance to arbitration, and promised  
19 him that it would do so, the union failed to submit the grievance to arbitration to the employer in  
20 a timely manner under the parties' contract. *Dutrisac*, 749 F.2d at 1271. The arbitrator for the  
21 employee's termination case ruled that the grievance was untimely and thus not arbitrable. *Id.*  
22 The court in *Dutrisac* accordingly found that the union violated its duty of fair representation  
23 because there was a "total failure to act that was unexplained and unexcused." *Id.* at 1273. While  
24 the union was by no means obligated to process the employee's grievance in and of itself, the  
25 fact that the union *agreed* to take his case to arbitration, and then failed to perform the  
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1 “ministerial act” of simply filing the demand to arbitrate on time with the employer, *and* that this  
2 failure to act completely extinguished the employee’s right to pursue his termination claim, is  
3 what led the court to hold that the union acted arbitrarily and/or perfunctorily. *Dutrisac*, 749 F.2d  
4 at 1273-74.

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6 Here, CCEA cannot be said to have acted “so far outside a wide range of  
7 reasonableness,” or in a manner that was “irrational,” or “arbitrary” in its representation of  
8 Complainant. CCEA conducted an investigation via a joint review of Complainant’s SRAP  
9 submission in a careful, thorough, and rational manner based upon both the Negotiated  
10 Agreement and its agreed upon understandings with CCSD as the two parties to said Agreement.  
11 As Dr. Brenda Pearson attests to in her affidavit, CCEA thoroughly reviewed each and every  
12 document in each employee’s, including Complainant’s, submission in an anonymous fashion.  
13 Exhibit C. CCEA and CCSD reviewed Complainant’s submitted documents multiple times. *Id.*  
14 Both CCEA and CCSD agreed that Complainant was not eligible for a salary adjustment  
15 because, as agreed upon by both parties, degrees earned prior to June 2, 2016, were not to be  
16 considered in the employee’s salary review. *Id.* This is because the degree that Complainant  
17 earned in 2005 was already used for her salary placement upon her rehire with CCSD in 2015.  
18 *Id.*; Exhibit D. CCEA and CCSD negotiated SRAP to ensure that employees who have not yet  
19 been placed on the PST according to their applicable education and experience had an  
20 opportunity to do so, not to give employees who have already been placed pursuant to their  
21 education and experience the ability to take a second bite out of the apple and use the same  
22 degree to determine their salary placement *twice*. Exhibit C. Indeed, finite resources were  
23 allocated towards the SRAP process. Only \$10 million was allocated for SRAP, and the money  
24 very quickly ran out to adjust a portion of the bargaining unit who did qualify for a salary  
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1 adjustment. Exhibit A. Obtaining the money for the rest of employees who did qualify for a  
2 salary adjustment is contingent upon obtaining sufficient funding from the 2027 Legislative  
3 Session. *Id.* Given especially the finite funding allocated for this endeavor, CCEA was in no  
4 position to stray from the mutually agreed understanding with CCSD that degrees conferred prior  
5 to June 2, 2016 were not to be considered in the SRAP process. CCEA is perfectly within its  
6 “wide latitude” as the exclusive bargaining representative of licensed personnel to make this  
7 agreement with CCSD. *O’Neill*, 499 U.S. at 74 (Holding that the rationality of a union’s decision  
8 must be analyzed “in light of both the facts and the legal climate that confronts the negotiators at  
9 the time the decision was made”).  
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12 Complainant believes she is entitled to a salary adjustment under SRAP, but both the  
13 language of the Agreement and the above mutual understanding with CCSD demonstrate that,  
14 like with the employee in *Vakil*, she cannot demonstrate the merits of her grievance. Article 26-  
15 26-5 makes it clear that submitted documentation for a SRAP review does *not* guarantee the  
16 employee to a salary adjustment, evident by the language providing that “Only licensed  
17 employees who provide the necessary evidence and documentation to **demonstrate that they**  
18 **qualify** for a salary adjustment will be eligible for a salary adjustment.” Exhibit A. Ms. Gazala  
19 had already submitted the required documentation needed to trigger a joint salary *review* by  
20 CCEA and CCSD, and the parties indeed reviewed her submissions to determine whether she  
21 was eligible for an adjustment. Exhibit E. Based on the education submitted by Complainant, the  
22 parties made the determination that she was already placed on the PST pursuant to her education  
23 and experience and thus ineligible for a salary adjustment. *Id.* Complainant simply did not  
24 submit the documentation necessary to demonstrate that she **qualified** for a salary adjustment,  
25 therefore, her SRAP application was denied.  
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1 Like the employee in *Vakil*, Complainant claims that there was a delay on the part of  
2 CCEA in communicating with her on this issue. Comp. at 3. However, after receiving her SRAP  
3 denial communication from CCSD on January 23, 2026, Complainant was not in contact with  
4 CCEA on this issue until Ms. Broils announced on February 18, 2026 that she would be visiting  
5 her school site, and specifically solicited SRAP inquiries. Exhibit B. Ms. Broils' actions in  
6 visiting Complainant at her school on February 18, 2026, something Ms. Gazala fails to mention  
7 in her Complaint, and providing her with a rational, non arbitrary explanation for why her SRAP  
8 application was denied during this visit demonstrates a merit-based investigation on CCEA's  
9 part, which Ms. Broils in good faith believed to have been resolved at the end of the conversation  
10 based on Complainant's responses during the meeting and her "thank you" email on the same  
11 day. Exhibit B; Exhibit F. This visit directly undermines Ms. Gazala's contentions in her  
12 Complaint that CCEA did not communicate with her for two months the rationale for her SRAP  
13 denial.  
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16 Even so, upon another inquiry from Complainant on March 25, 2026, Ms. Broils  
17 immediately investigated Ms. Gazala's issue, reviewed her submitted documentation, and  
18 worked well into the night to triple check CCEA and CCSD's agreed upon decision that she was  
19 not qualified, getting back to her the same day as their phone call. *Id.* Ms. Broils over email on  
20 this same evening provided her with the written rationale for her SRAP denial; Complainant is  
21 just upset that this rationale does not conform to her opinion. *Id.* Nonetheless, any alleged minor  
22 delay in communication between these individuals cannot be said, as this Board determined in  
23 *Vakil*, to constitute arbitrary and perfunctory conduct, especially when no substantial right of  
24 Complainant's was prejudiced, like in *Dutrisac*. Ms. Gazala is not a terminated employee, and  
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1 CCEA is not a union that failed to timely process a grievance. This is merely a case where an  
2 employee disagrees with a mutually bargained for, rational, and non arbitrary decision.

3 Ms. Gazala in her Complaint repeatedly references Article 26-26, but curiously, she fails  
4 to point out that this very same Article, in 26-26-6(d) provides that "All reviews and results are  
5 final and not subject to appeal or the grievance procedure." Exhibit A. Complainant therefore,  
6 unlike the terminated employee in *Dutrisac* who missed his opportunity to successfully challenge  
7 his termination, had no grievance, case, or otherwise "ministerial act" to speak of that needed to  
8 be performed by CCEA or that CCEA promised to perform on her behalf, only gripes on par  
9 with the employee in *Vakil's* complaints of a minor delay in speaking to a union official, and  
10 disagreements with the union's judgment of the merits of the case.  
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13 Furthermore, even if the Agreement permitted CCEA to file a grievance on  
14 Complainant's behalf over a SRAP denial, this would severely jeopardize CCEA's bargaining  
15 position and credibility with CCSD as a continued partner in labor relations. Complainant wants  
16 to compel CCEA to, after a multi-round and meticulous review of her application done in  
17 conjunction with CCSD, reverse its position despite the language of the contract and the  
18 communicated understanding on which employees were eligible with the District and file a  
19 meritless grievance. Recall that a union possesses an obligation to specifically *not* "assert or  
20 press grievances which it believes in good faith do not warrant such action." *Tuma*, 373 F. Supp.  
21 at 225. This Board should not reverse this longstanding doctrine and lock the union into  
22 processing meritless grievances, especially where the Contract explicitly states that a grievance  
23 cannot be filed over the particular issue. Such a reversal would destroy decades of Board  
24 precedent giving unions wide latitude in both negotiating with the employer on behalf of its  
25 bargaining unit and determining in good faith whether an employee's grievance is meritorious.  
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1 Thus, there is no probable cause to suggest that CCEA acted in a manner that was arbitrary  
2 pertaining to its representation of Complainant.

3 **B. CCEA did not discriminate against Complainant.**

4 To prove discriminatory conduct by the union, a complainant "must adduce substantial  
5 evidence of discrimination that is intentional, severe, and unrelated to legitimate union  
6 objectives." *Vos*, EMRB #749 at 10.; citing *Amalgamated Ass'n of St. Elec. R. and Motor Coach*  
7 *Emp. of America v. Lockridge*, 403 U.S. 274, 301 (1971). Union officials must be cautious not to  
8 succumb to the influence of personal preferences. *Woodard* EMRB #853A. In cases where the  
9 complainant has delivered little to no evidence of discriminatory intent and/or conduct on the  
10 part of the union, courts have held that the respondent did not act in a manner that was  
11 discriminatory. *Tuma*, 373 F. Supp. at 218. In *Tuma*, the employee alleged that the union had  
12 discriminated against her based on gender in declining to process a grievance. *Id.* at 220. The  
13 court disagreed and found that its declining to process her grievance was not based on gender,  
14 but rather on a good faith assessment of the merits of her case stemming from an investigation  
15 into her issue by the union officials' judgment of the contract language, established past practices  
16 between the union and management, and the company's decision to cut a job being a traditional  
17 management prerogative. *Id.* at 222-23. The court found no evidence of hostility, discriminatory  
18 intent, or arbitrariness on the part of the union, and held that it exercised its discretion in good  
19 faith. *Tuma*, 373 F. Supp. at 222. The court also was persuaded that the union did the same when  
20 it decided not to process an unmeritorious grievance of a male employee. *Id.* at 224.

21  
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24  
25 Contrastingly, the Board has held that employee organizations who make decisions to  
26 process a grievance based on personal reasons, such as an employee's popularity within the  
27 organization, act in a manner that is discriminatory. *Fraley v. City of Henderson and Henderson*  
28

1 *Police Officer's Ass'n*, Item No. 547C, EMRB Case No. A1-045756 (2004). In *Fraley*, the  
2 complainant was a terminated employee who was unpopular within the rest of the department.  
3 *Id.* at 2. Where testimony was admitted that some employees get preferential treatment from the  
4 union, with cases processed more vigorously than others, association grievance committee  
5 members who voted in favor of challenging Fraley's grievance were removed from the  
6 committee mid-term, and the President of the union discussed stripping Fraley of his  
7 membership for filing a complaint to the EMRB, the Board found sufficient evidence of  
8 discrimination on the part of the union. *Id.* at 21-25.

10           Here Ms. Gazala does not argue in her Complaint that CCEA engaged in discrimination.  
11 She does not allege that CCEA intentionally declined to process her grievance based on a  
12 category protected under NRS 288 (race, gender, etc.), or for personal or political reasons.  
13 Nonetheless, Complainant possesses absolutely no evidence, not to mention "substantial  
14 evidence," to suggest that CCEA engaged in discrimination that is "intentional, severe, and  
15 unrelated to legitimate union objectives." CCEA worked out a painstakingly thorough process  
16 for reviewing all SRAP submissions in a standard fashion. Exhibit C. Employee information was  
17 de-identified throughout the review process to maintain anonymity. *Id.* Multiple rounds of  
18 review were conducted by CCEA to ensure that nobody was denied for a salary adjustment when  
19 they should not have been. *Id.* For each decision that the Association and CCSD agreed upon,  
20 CCEA then conducted an independent review of each denial to once again ensure that it was a  
21 correct decision by the District to deny a salary adjustment. *Id.* All individuals similarly situated  
22 to Ms. Gazala who submitted successfully for a SRAP review, specifically those who received  
23 degrees and earned college credits prior to June 2, 2016 did not qualify for adjustments to their  
24 salaries because those degrees were *already* used to place such employees on the PST; their  
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1 education was already recognized by CCSD. Exhibit C; Exhibit D. Again, this assessment was  
2 agreed to with the District. Exhibit C. Much like the union in *Tuma*, race, gender, or personal or  
3 political affiliations were no factor in this consistently-applied decision; only the Negotiated  
4 Agreement and mutual understandings with CCSD. Complainant can allege no facts that come  
5 remotely close to CCEA mirroring the union's conduct in *Fraley*, no personal dislike, hostility,  
6 animus, retaliation, or disparate treatment. Therefore, CCEA did not engage in discrimination  
7 against Complainant during its representation of her.  
8

9 **C. CCEA did not act in bad faith towards Complainant.**

10 To demonstrate that a union acted in "bad faith," Complainant must illustrate "substantial  
11 evidence of fraud, deceitful action or dishonest conduct." *Lockridge*, 403 U.S. at 299. Where  
12 there is no evidence of fraudulent, dishonest, or deceitful conduct by the union, it will not have  
13 acted in bad faith. *Crom*, EMRB #752E. In *Crom*, the complainant alleged that the union acted in  
14 bad faith when it declined to arbitrate his termination. *Id.* The Board held that the union  
15 conducted a good faith investigation into the merits of Crom's case, and then made a good faith  
16 "business decision" to not proceed with a grievance because they believed the case to be  
17 unwinnable based on the business agent's previous experience handling similar matters, the  
18 complainant's DUI charge, and his failure to secure insurance." *Id.* at 3. The Board found that  
19 the union's actions to help Crom was not consistent with bad faith conduct. *Id.* at 9-10.  
20  
21

22 In contrast, a union can be said to have acted in bad faith where it appears that union  
23 officials actively worked against the employee. A prime example of this is the Board's decision  
24 in *Farsaci v. SEIU*. In *Farsaci*, the complaining employee was laid off and disagreed with the  
25 employer's determination of his seniority ranking. *Farsaci v. SEIU Local 1107*, Item No. 640A,  
26 EMRB Case No. A1-045871 at 3 (2007). After processing Farsaci's grievance challenging his  
27  
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1 seniority status at the lower levels, the union refused to arbitrate his case and take it to the  
2 District court to compel arbitration, but failed to inform him of its stance on the merits of the  
3 case until he received a letter after the employer had refused to arbitrate. *Id.* At the Step I  
4 grievance meeting, the relevant union official did not attend because he relied on the employer's  
5 information that there was no reason for him to attend the meeting. *Id.* at 11. Further, at the Step  
6 II grievance hearing, the union had promised Farsaci that it would have an official present at the  
7 meeting, but failed to show up. *Id.* at 5. It had turned out that the union's chief steward possessed  
8 a direct interest in not processing Farsaci's grievance, as the steward himself, based on the  
9 employer's denial of Farsaci's claimed seniority ranking, would have moved ahead of him on the  
10 seniority list and would have therefore been further insulated from a layoff. *Id.* The Board held  
11 that the union acted arbitrarily and in bad faith, having failed to conduct even a minimal  
12 investigation into Farsaci's seniority issue before making a determination on the merits. *Id.* at 10.  
13 The Board found it inappropriate that the union official did not attend the Step I hearing at the  
14 advice of the employer, and stated that this abandonment of representation may have stemmed  
15 from the steward who was supposed to represent Farsaci having a personal interest and/or bias in  
16 moving up on the seniority list as a result of the employer's decision on the complainant, which  
17 would constitute bad faith. *Id.* at 10-11.

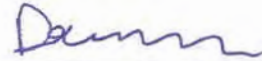
21 In the case at hand, Complainant can demonstrate zero evidence of fraudulent, deceitful,  
22 or invidious conduct on the part of Ms. Broils or any other CCEA official for the Board to  
23 determine that any probable cause existed for the Association to have acted in "bad faith." There  
24 was no attempt to hide from Complainant CCEA's rationale for the decision that she did not  
25 qualify for a salary adjustment pursuant to SRAP. Again, CCEA, in a neutral and mutual fashion  
26 with CCSD, anonymously reviewed all employee information based on a set of clear, mutual  
27  
28

1 guidelines for which employees qualify and which do not. Exhibit C. After multiple rounds of  
2 review, CCEA and CCSD determined that Complainant was not qualified for a salary  
3 adjustment, in other words, that her case for a salary adjustment lacked merit, because her  
4 proffered degree was already used for her salary placement when she was rehired by the District  
5 in 2015. Exhibits B-D. Ms. Broils communicated to Complainant multiple times good faith  
6 rationale for why her SRAP application was denied, and upon further inquiry from Ms. Gazala,  
7 conducted an investigation greater than the one conducted by the union in *Farsaci* to reiterate  
8 that she was not qualified for an adjustment. Exhibit B; Exhibit F. At the time of the SRAP  
9 review process, CCEA's SRAP review team did not know the identity of the employees whose  
10 SRAP submissions they were reviewing, so they could not have possibly engaged in the kind of  
11 invidious, bad faith conduct against Complainant envisioned by the Board in *Farsaci*. Exhibit C.  
12 Ms. Broils did not hide this honest, merit-based rationale from Complainant, nor did she have  
13 any personal interest in seeing to it that Ms. Gazala not receive a salary adjustment, as the union  
14 steward in *Farsaci* did in having himself move up on the seniority list by not processing the  
15 employee's grievance. Rather, like with the union officials in *Crom*, CCEA acted within  
16 Complainant's interests in reviewing her SRAP submissions to determine if she was eligible for  
17 a salary adjustment. In seeing that Complainant's proffered 2005 degree was already used for her  
18 salary placement upon her 2015 rehire by the District, CCEA understood that it could not in  
19 good faith argue that she was entitled to a new salary placement based on both the contents of the  
20 Negotiated Agreement and its communicated understandings with CCSD that were in place since  
21 the SRAP provisions in the Contract were first bargained for. Exhibits A, C-F. CCEA  
22 accordingly did not act in bad faith during its representation of Complainant.  
23  
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1 **IV. CONCLUSION**

2 For the foregoing reasons, the Board should dismiss Ms. Gazala's Complaint against  
3 CCEA with prejudice.  
4

5  
6 **DATED this 29<sup>th</sup> day of May, 2026.**

7 


8 Dante Dabaghian (NV Bar No. 16837)  
9 General Counsel  
10 Clark County Education Association  
11 4230 McLeod Drive  
12 Las Vegas, NV 89121  
13 [ddabaghian@ccea-nv.org](mailto:ddabaghian@ccea-nv.org)  
14 *Attorney for Respondent CCEA*  
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**CERTIFICATE OF SERVICE**

I hereby certify that on the 29th day of May, 2026, I sent a true and correct copy of the foregoing

**MOTION TO DISMISS** by email to the following:

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



AN EMPLOYEE OF CCEA

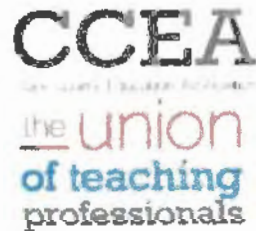
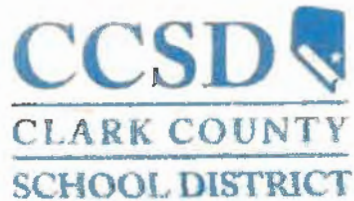
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# **EXHIBIT A**



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



**2025-2027**

- 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.

# **EXHIBIT B**



## Dante Dabaghian

---

**From:** Monica Medina  
**Sent:** Friday, May 22, 2026 10:40 AM  
**To:** Brenda Pearson; Dante Dabaghian  
**Subject:** Fw: Re:

**Monica Cordova-Medina**  
Data Scientist  
Direct: 702-473-1011  
Email: [mmedina@ccea-nv.org](mailto:mmedina@ccea-nv.org)

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

---

**From:** Sarah Gazala [Basic HS] <[gazalsm@nv.ccsd.net](mailto:gazalsm@nv.ccsd.net)>  
**Sent:** Wednesday, August 20, 2025 5:08 PM  
**To:** Monica Medina <[mmedina@ccea-nv.org](mailto:mmedina@ccea-nv.org)>  
**Subject:** Re:

That's great to hear. How soon can I expect to hear from someone?

On Wed, Aug 20, 2025 at 5:07 PM Monica Medina <[mmedina@ccea-nv.org](mailto:mmedina@ccea-nv.org)> wrote:  
Hi Sarah,

We have planned communications to be sent out to those who completed the past survey soon.

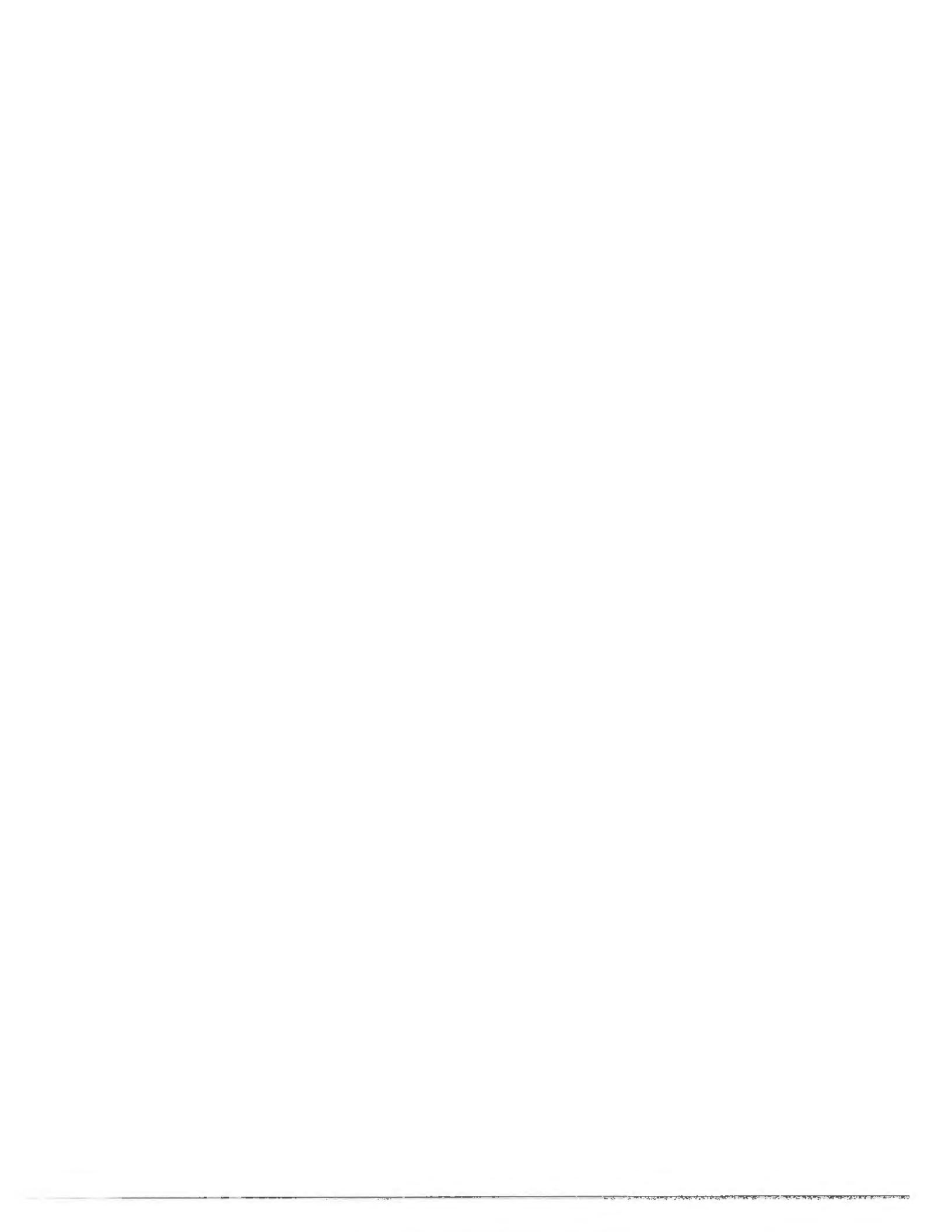
Best,  
Monica

---

**From:** Sarah Gazala [Basic HS] <[gazalsm@nv.ccsd.net](mailto:gazalsm@nv.ccsd.net)>  
**Sent:** Wednesday, August 20, 2025 5:01:18 PM  
**To:** Monica Medina <[mmedina@ccea-nv.org](mailto:mmedina@ccea-nv.org)>  
**Subject:** Re: Re:

Hello Mrs Medina,

Looks like its finally happening. Please let me know.



But according to the updated Negotiated Agreement under 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.**

I submitted everything back in April of 2024. Please let me know if you require anything else.

Thank you so much,  
Sarah Gazala aka McNabb

On Fri, Jun 6, 2025 at 9:00 AM Sarah Gazala [Basic HS] <[gazalsm@nv.ccsd.net](mailto:gazalsm@nv.ccsd.net)> wrote:  
Ok, thank you

***Sarah Gazala M.Ed***

Special Education  
Resource and CC Math Teacher  
Case Manager

***Basic Academy of International Studies***

400 Pato 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**

On Fri, Jun 6, 2025 at 8:30 AM Monica Medina <[mmedina@ccea-nv.org](mailto:mmedina@ccea-nv.org)> wrote:  
Good morning Sarah,

Apologies for my late response. For further assistance regarding salary placement, you should refer to your field representative, Linda West.

Best,

----

**Monica Cordova-Medina**  
Data Scientist  
Direct: 702-473-1011  
Email: [mmedina@ccea-nv.org](mailto:mmedina@ccea-nv.org)



# CCEA

## Clark County Education Assc

4230 McLeod Drive  
Las Vegas, NV 89121  
Office: 702 733 3063  
Website: <http://ccea-nv.org/>

---

**From:** Sarah Gazala [Basic HS] <[gazalsm@nv.ccsd.net](mailto:gazalsm@nv.ccsd.net)>  
**Sent:** Wednesday, June 04, 2025 11:42 AM  
**To:** Monica Medina <[mmedina@ccea-nv.org](mailto:mmedina@ccea-nv.org)>  
**Subject:** Re: Re:

Oh. I see. Ok.

If I need assistance then discussing proper salary placement at the School district who can I ask to assist me?

Thank you!!  
Sarah

***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**



On Wed, Jun 4, 2025 at 11:27 AM Monica Medina <[mmedina@ccea-nv.org](mailto:mmedina@ccea-nv.org)> wrote:

Good morning Sarah,

We conducted the compaction survey to estimate the number of individuals who may experience some form of salary compaction and how much readjustments may cost. We have since concluded our survey and use the results, which included a thorough review of every document submitted, to assist us in general conversations regarding salary (for example, at the legislative session, the negotiation session, and member meetings).

Best,

----

**Monica Cordova-Medina**  
Data Scientist  
Direct: 702-473-1011  
Email: [mmedina@ccea-nv.org](mailto:mmedina@ccea-nv.org)

The logo consists of the letters 'CCEA' in a large, bold, blue, sans-serif font. The 'C's are rounded, and the 'E' has a distinctive shape with a horizontal bar at the top and a vertical stem on the right side.

Clark County Education Assoc

[4230 McLeod Drive](#)  
[Las Vegas, NV 89121](#)  
Office: 702 733 3063  
Website: <http://ccea-nv.org/>

---

**From:** Sarah Gazala [Basic HS] <[gazalsm@nv.ccsd.net](mailto:gazalsm@nv.ccsd.net)>  
**Sent:** Wednesday, June 04, 2025 9:02 AM  
**To:** Monica Medina <[mmedina@ccea-nv.org](mailto:mmedina@ccea-nv.org)>  
**Subject:** Re:

Hi Monica,

What is the status with the above?



It has been more than a year now?

Thankyou,  
Ms Gazala

On Thu, Apr 4, 2024 at 1:55 PM Sarah Gazala [Greenspun JHS] <[gazalsm@nv.ccsd.net](mailto:gazalsm@nv.ccsd.net)> wrote:

Thank you!

On Thu, Apr 4, 2024 at 12:58 PM Monica Medina <[mmedina@ccea-nv.org](mailto:mmedina@ccea-nv.org)> wrote:

Sorry, ignore my previous email. I see that you've attached the docs to your email. I'll file these on my end.

Thanks,  
Monica

---

**From:** Sarah Gazala [Greenspun JHS] <[gazalsm@nv.ccsd.net](mailto:gazalsm@nv.ccsd.net)>

**Sent:** Wednesday, April 03, 2024 6:53 PM

**To:** George Sobero <[gsobero@ccea-nv.org](mailto:gsobero@ccea-nv.org)>

**Subject:**

Hello,

Here you go.

My name was Sarah McNabb when I started with the school district back in 2004, but I changed back to my maiden name Gazla back in 2010.

Thank you,

---

Sarah Gazala M.Ed

Autism Teacher

Greenspun JHS

[140 N Valle Verde Dr](mailto:140%20N%20Valle%20Verde%20Dr)

[Henderson NV 89074](mailto:Henderson%20NV%2089074)

[www.greenspunjhs.com](http://www.greenspunjhs.com)

702-381-1902 cell

702-799-0920 campus

[canvas.ccsd.net](https://canvas.ccsd.net) canvas learning link

[clever.ccsd.net](https://clever.ccsd.net) homeroom site

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





ED ALPHA-NUMERIC BACKGROUND WHICH HEADS "VOID" WHEN COPIED

STUDENT NAME: **MCNABB, SARAH G** DATE PRINTED: **05/12/2005**  
 FORMER NAME: \_\_\_\_\_  
 STUDENT NUMBER: **L000544707** SOC. SEC. NO.: **XXX-XX-XXXX** BIRTHDATE: \_\_\_\_\_

Any alteration or modification of this record or a false statement and/or lead to student disciplinary sanctions.

**MASTER OF EDUCATION  
 SPECIAL EDUCATION  
 12/17/2005 3.66**

FALL	2004	GC	GRSPEC	G00
INTRO TO SP ED & LEG ISS	ESP	701	3.0	A
ADV ED STRAT STUDENTS DIS	ESP	708	3.0	A
MGT/MOD OF STUDENTS	ESP	733	3.0	A
	AVE	ERND	GR PTS	GPA
TGRD	9.0	9.0	36.00	4.00
				BAL
				9.00

SPRING	2005	GC	GRSPEC	G00
TCH ELEM SCH READING	CIL	655	3.0	A
STUDENT TEACHING SEMINAR	ESP	494	2.0	A
DIAG PRE ASSESS DIV LERNR	ESP	709	3.0	B+
MATH METH IN SPEC EDUC	ESP	724	3.0	A
	AVE	ERND	GR PTS	GPA
TGRD	9.0	9.0	33.90	3.76
				BAL
				6.90

SUMMER	2005	GC	ESPMED	G01
RESEARCH METHODS	EPY	702	3.0	B
MULTI PERSP IN SPEC EDUC	ESP	722	3.0	A
PARENT INVOLV SP & GEN ED	ESP	730	3.0	A
VOC & CAR ED DISAB TRANS	ESP	734	3.0	A-
	AVE	ERND	GR PTS	GPA
TGRD	12.0	12.0	44.10	3.67
				BAL
				8.10

FALL	2005	GC	ESPMED	G01
LRNING STRAT INSTR	ESP	723	3.0	B
CHAR/STRAT FOR ED,LD,HMR	ESP	764	3.0	B



--

Sarah Gazala M.Ed  
Autism Teacher  
Greenspun JHS  
[140 N Valle Verde Dr  
Henderson NV 89074](#)  
[www.greenspunjhs.com](http://www.greenspunjhs.com)  
702-381-1902 cell  
702-799-0920 campus

[canvas.ccsd.net](http://canvas.ccsd.net) canvas learning link

[clever.ccsd.net](http://clever.ccsd.net) homeroom site

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

--

***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

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--

***Sarah Gazala M.Ed***  
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Henderson NV 89015

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## Dante Dabaghian

---

**From:** Sarah Gazala [Basic HS] <gazalsm@nv.ccsd.net>  
**Sent:** Wednesday, February 18, 2026 11:55 AM  
**To:** Kristina Broils  
**Subject:** Re: CCEA Visit 2/18

Thank you for your help

***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

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On Wed, Feb 18, 2026 at 11:00 AM Kristina Broils <[kbroils@ccea-nv.org](mailto:kbroils@ccea-nv.org)> wrote:  
I will be in the staff lounge for the rest of the day. I will also be available after school until 1:50.

**Kristina Broils**  
Field Representative | OTS  
**Mobile:** 702-374-2689  
**[Join CCEA Today!](#)**

[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

---

**From:** Sarah Gazala [Basic HS] <gazalsm@nv.ccsd.net>  
**Sent:** Wednesday, February 18, 2026 10:17:30 AM  
**To:** Kristina Broils <[kbroils@ccea-nv.org](mailto:kbroils@ccea-nv.org)>  
**Subject:** Re: CCEA Visit 2/18

That sounds nice. Where will you be in the building?

Thank you



***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

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On Wed, Feb 18, 2026 at 10:07 AM Kristina Broils <[kbroils@ccea-nv.org](mailto:kbroils@ccea-nv.org)> wrote:

Good morning,

I'll be stopping by today for a quick visit during lunches.

I don't have many union updates to share, but if you have questions about SRAP or incentives/membership I will be available in the lounge.

Thank you!

***Kristina Broils***  
Field Representative | OTS  
Mobile: 702-374-2689  
[Join CCEA Today!](#)

[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



## Dante Dabaghian

---

**From:** Sarah Gazala [Basic HS] <gazalsm@nv.ccsd.net>  
**Sent:** Thursday, March 26, 2026 8:07 AM  
**To:** Kristina Broils  
**Subject:** Re: Follow Up: SRAP

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

On Wed, Mar 25, 2026 at 8:10 PM Kristina Broils <[kbroils@ccea-nv.org](mailto:kbroils@ccea-nv.org)> wrote:  
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: 702-374-2689  
[Join CCEA Today!](#)

**CCEA** Clark County Educator Association **the union**  
**of teaching**  
professionals  
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 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

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# **EXHIBIT C**



1 AFFIDAVIT OF DR. BRENDA PEARSON

2 STATE OF NEVADA )

3 COUNTY OF CLARK ) ss.

4 Dr. Brenda Pearson, being first duly sworn and under penalty of perjury, does say and  
5 depose the following:

6 1. I have personal knowledge of the facts set forth in this affidavit.

7 2. I am currently employed at the Clark County Education Association (“CCEA”) and  
8 make this affidavit in support of CCEA’s Motion to Dismiss (“Motion”) in *Sarah Gazala v. Clark*  
9 *County Education Association*, EMRB Case No. 2026-009.

10 3. I am currently employed as the Director of Strategic Policy Initiatives at CCEA, and  
11 have been employed in this capacity since 2015. I can competently testify regarding my duties as  
12 a Director of Strategic Policy initiatives, the process for conducting reviews pursuant to the  
13 Salary Review and Adjustment Process (“SRAP”), the qualifications for a licensed employee to  
14 qualify for SRAP, and the assertions set forth in this Affidavit. In my capacity as Director of  
15 Strategic Policy Initiatives, my duties include overseeing the implementation of the Salary  
16 Review and Adjustment Process (“SRAP”) negotiated by CCEA and the Clark County School  
17 District (“CCSD”) and working conjunctively with CCSD in determining which employees were  
18 eligible for a salary adjustment on the Professional Salary Table (“PST”).

19 4. The purpose of SRAP was to serve as an opportunity for employees to have their  
20 salaries reviewed in case they have not been placed on the PST pursuant to their education and  
21 experience.

22 5. CCEA and CCSD agreed that degrees conferred to employees prior to June 2, 2016  
23 would not be considered for salary reviews. Regardless of the employee who submitted for a

1 review under SRAP, degrees that were conferred prior to June 2, 2016 were not considered in  
2 determining whether or not an employee was eligible for an adjustment to their salary. This is  
3 because any degree that an employee earned that was conferred to them prior to June 2, 2016  
4 was already used to place them according to their education, if such a degree was relevant to  
5 their duties.

6 6. In anticipation of the sheer number of salary review applications that would come in  
7 during both the Phase I and Phase II review phases, CCEA and CCSD worked out a blind, joint  
8 review process for each application. CCEA created a survey that was distributed to all licensed  
9 employees' CCSD email address. On this survey, the employee would upload all documents that  
10 were required in order for the parties to review their application.

11 7. After completing the survey and submitting documentation for SRAP, all information  
12 in the spreadsheet was de-identified so that the parties could review the survey submissions  
13 anonymously and avoid biases in the review process. A digital hard drive with all data was  
14 shared between CCSD and CCEA, and it was delivered to or picked up from CCSD each time  
15 submissions were reviewed.

16 8. Upon the files being added into a secured online storage, all submissions were  
17 recorded onto a spreadsheet, including survey responses, the documentation received, and  
18 Nevada Department of Education ("NDE") licensure information. All identifying information  
19 was removed on this spreadsheet, aside from the employee's CCSD employee ID number.

20 9. After this deidentification, CCEA began its side of the review process and entered into  
21 the spreadsheet the employee's degree name, university, credits completed, and the degree's  
22 conferral date. All graduate level degrees and graduate credits resulting in an endorsement or  
23 something similar were linked to the spreadsheet for review.

1           10. CCEA then reviewed each file and recorded whether or not the degree was aligned  
2 with the anonymous employee's roles and/or responsibilities. To do this, CCEA used an  
3 alignment document created conjunctively with CCSD that reflected the "correlation document"  
4 from NDE. Graduate credits and degrees conferred were initially determined to be "approved" or  
5 "unapproved." This document correlates the positions a person can be employed in as a teacher  
6 with the degrees they obtained. When questions remained, CCSD and CCEA relied upon the  
7 correlation document to determine if a degree would be aligned with an educator's roles and/or  
8 responsibilities.

9           11. CCSD and CCEA then jointly reviewed all submissions simultaneously in a meeting  
10 and determined if the initial determination was accepted. This review was completed over  
11 several months with approximately 250 submissions reviewed simultaneously each week. CCEA  
12 and CCSD would then discuss any determinations that were not agreed upon until a final  
13 decision was made.

14           12. CCSD assigned approximately 12 individuals on their end to then complete a second  
15 review of all submissions to determine their approval and whether they were aligned with the  
16 roles/responsibilities of the position or the area of licensure. CCSD then had an audit on all  
17 submissions to determine if the submissions were accurately reviewed and whether the  
18 appropriate decision was made.

19           13. Any changes made by the audit review were then jointly discussed with CCSD and  
20 CCEA to determine the appropriate decision of the salary review. CCEA again independently  
21 reviewed all denials to ensure that all decisions were appropriately made regarding salary  
22 placement.

23           14. At the end of this review process, for any anonymous employee that CCEA and

1 CCSD could still not agree on whether or not they were entitled to a salary adjustment, the  
2 parties conferred to reach a final decision. Per Articles 26-26-2 and 26-26-6(c) of the Negotiated  
3 Agreement, CCSD had the final say in determining whether or not the deidentified employee  
4 was entitled to the salary adjustment. The results of this multi-round review process are final and  
5 not subject to appeal or the grievance procedure, per Article 26-26-6(d) of the Negotiated  
6 Agreement.

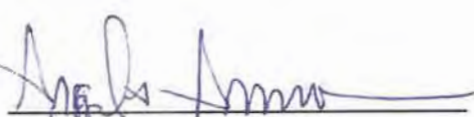
7 I declare under penalty of perjury that the foregoing is true and correct to the best of my  
8 personal knowledge and understanding.

9  
10 FURTHER YOUR AFFIANT SAYETH NAUGHT,

11   
12 \_\_\_\_\_

13 Dr. Brenda Pearson, PhD.

14 SUBSCRIBED and SWORN to before me this 27<sup>th</sup> Day of May, 2026.

15   
16 \_\_\_\_\_

NOTARY PUBLIC in and for said  
CLARK COUNTY and NEVADA



# **EXHIBIT D**





# 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 Employee(s):

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>Gazale</i>	Area Code	Cell Phone # <i>702 353 7293</i>
Street Address <i>2675 Windmill Pkwy #282</i>		Social Security Number <i>[REDACTED]</i>	Area Code	Alternate Phone # <i>702 234 9049</i>
City <i>Henderson</i>	State <i>NV</i>	Zip Code <i>89074</i>	E-mail Address <i>Sarah.gazale@ccsd.net</i>	



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 \$41,669 / 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 10<sup>th</sup> through August 25<sup>th</sup>.)*

If you have any questions, please e-mail [fmldiaz@interact.ccsd.net](mailto:fmldiaz@interact.ccsd.net) or call 702-799-2812 option 1.

c personnel file

## 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:

- |  |   |               |
|--|---|---------------|
| <input type="checkbox"/> Bachelor's Degree                       | <input checked="" type="checkbox"/> Master's Degree + 16 Semester Credits | } only has MA |
| <input type="checkbox"/> Bachelor's Degree + 16 Semester Credits | <input checked="" type="checkbox"/> Master's Degree + 32 Semester Credits |               |
| <input type="checkbox"/> Bachelor's Degree + 32 Semester Credits | <input type="checkbox"/> Educational Specialist Degree                    |               |
| <input type="checkbox"/> Master's Degree                         | <input type="checkbox"/> Doctorate Degree                                 |               |

Course-by-Course Evaluation of Foreign Transcript from an accredited agency found on this link: [www.doe.nv.gov/educator\\_licensure/apply/](http://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  Date 7/17/15

8336 Gaz

Clark County School District  
Employee Contracts  
Adjusted DATE OF HIRE Calculation

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

**No Break in Service**

Original Hire Date:     /    /      
Date Returned:     /    /    

Administration   
License (CF)   
Support Staff

Original Hire Date: <u>1</u> / <u>31</u> / <u>05</u>	Date Left: <u>6</u> / <u>9</u> / <u>06</u>	Reason: <u>LOA</u>
Date Returned: <u>8</u> / <u>12</u> / <u>15</u>	Date Left: <u>    </u> / <u>    </u> / <u>    </u>	Reason: <u>    </u>
Date Returned: <u>    </u> / <u>    </u> / <u>    </u>	Date Left: <u>    </u> / <u>    </u> / <u>    </u>	Reason: <u>    </u>
Date Returned: <u>    </u> / <u>    </u> / <u>    </u>	Date Left: <u>    </u> / <u>    </u> / <u>    </u>	Reason: <u>    </u>
Date Returned: <u>    </u> / <u>    </u> / <u>    </u>	Date Left: <u>    </u> / <u>    </u> / <u>    </u>	Reason: <u>    </u>
Date Returned: <u>    </u> / <u>    </u> / <u>    </u>	Date Left: <u>    </u> / <u>    </u> / <u>    </u>	Reason: <u>    </u>
Date Returned: <u>    </u> / <u>    </u> / <u>    </u>	Date Left: <u>    </u> / <u>    </u> / <u>    </u>	Reason: <u>    </u>

**CALCULATION:**  
(term date)

<u>9</u> / <u>1</u> / <u>06</u> THROUGH <u>7</u> / <u>1</u> / <u>15</u>	OUT: <u>8</u> YEAR(S) <u>11</u> MONTH(S)
<u>    </u> / <u>    </u> / <u>    </u> THROUGH <u>    </u> / <u>    </u> / <u>    </u>	OUT: <u>    </u> YEAR(S) <u>    </u> MONTH(S)
<u>    </u> / <u>    </u> / <u>    </u> THROUGH <u>    </u> / <u>    </u> / <u>    </u>	OUT: <u>    </u> YEAR(S) <u>    </u> MONTH(S)
<u>    </u> / <u>    </u> / <u>    </u> THROUGH <u>    </u> / <u>    </u> / <u>    </u>	OUT: <u>    </u> YEAR(S) <u>    </u> MONTH(S)
<u>    </u> / <u>    </u> / <u>    </u> THROUGH <u>    </u> / <u>    </u> / <u>    </u>	OUT: <u>    </u> YEAR(S) <u>    </u> MONTH(S)
<u>    </u> / <u>    </u> / <u>    </u> THROUGH <u>    </u> / <u>    </u> / <u>    </u>	OUT: <u>    </u> YEAR(S) <u>    </u> MONTH(S)
<b>TOTAL:</b> <u>8</u> YEAR(S) <u>11</u> MONTH(S)	

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

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



# **EXHIBIT E**



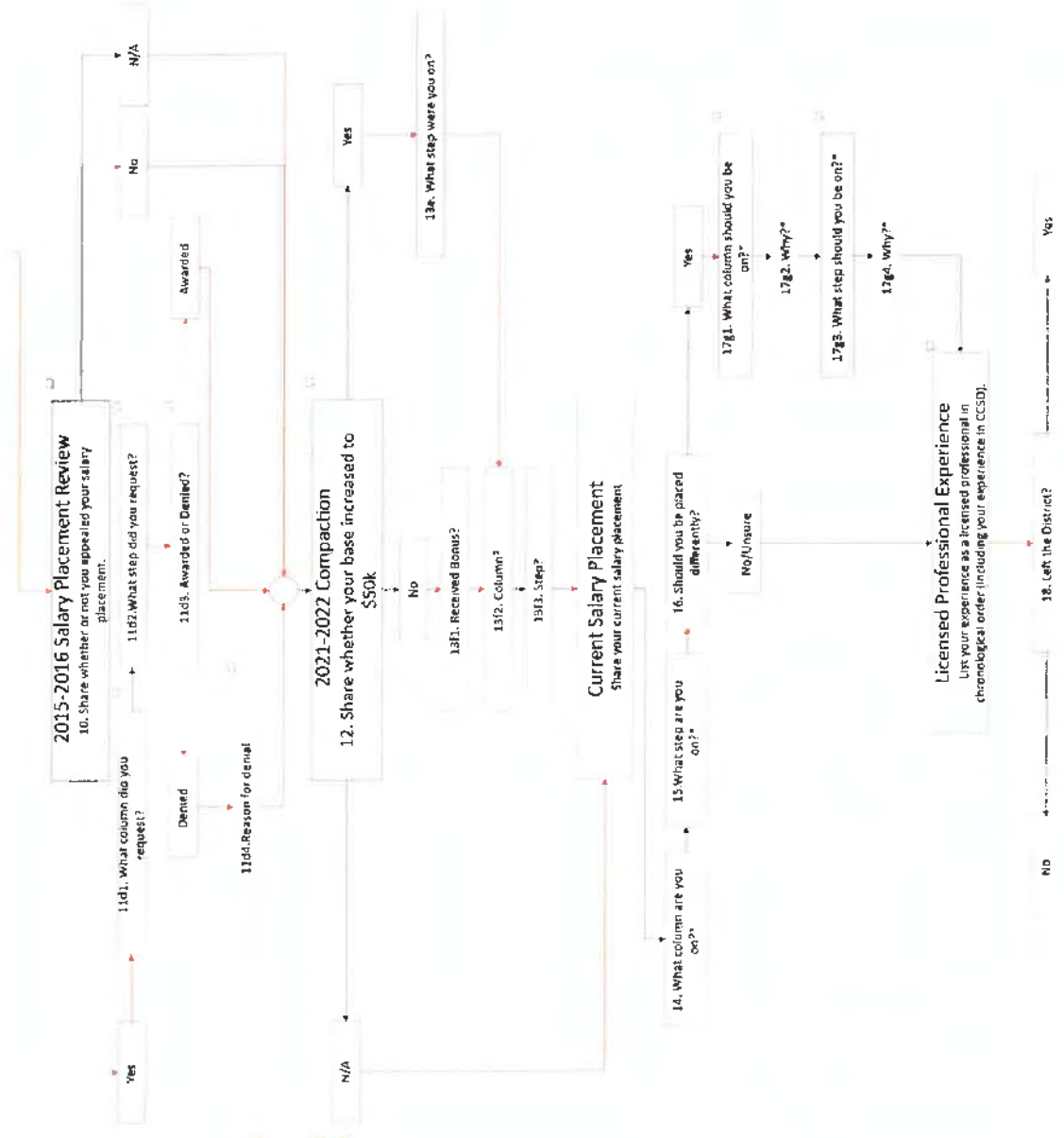
# SRAP Application Questions

**SRAP Step 1**  
 (Landing Survey\_20250805.vsd.x)  
 Pertains to the creation and flow of the survey and the file upload points.





- Home
- Add New
- Edit
- Delete
- Copy
- Paste
- Undo
- Redo
- Print
- Zoom In
- Zoom Out
- Full Screen
- Help



**2015-2016 Salary Placement Review**

10. Share whether or not you appealed your salary placement.

11d. What column did you request?

11d2. What step did you request?

11d4. Reason for denial

**2021-2022 Compaction**

12. Share whether your base increased to \$50k

13a. What step were you on?

**Current Salary Placement**

Share your current salary placement

14. What column are you on?

15. What step are you on?

16. Should you be placed differently?

17g1. What column should you be on?

17g2. Why?

17g3. What step should you be on?

17g4. Why?

**Licensed Professional Experience**

List your experience as a licensed professional in chronological order including your experience in CCSD.

18. Left the District?



**Licensed Professional Experience**  
 List your experience as a licensed professional in chronological order (including your experience in CCSID).

18. Left the District?  No  Yes

19a. Why?

19b. Departure Year

19c. Return Year

20. District

**21. What grade level / department did you serve in?**

22. Additional Experience?  Yes  No

23. Spreadsheet

**Education**

List your earned degrees from accredited universities.

24. University (A-Z)?

25. Degree?

26. Additional Grad Credits

27. Year Earned?

28. Major?

29. Minor?

30. Additional Education?  Yes  No

31. Spreadsheet

32. Upload CCSID Offer Letter

Link to State Licensure Verification Websites

33. Upload Licensure Endorsements

Can have 3 total entries



# Education

List your earned degrees from accredited universities.

24. University (A-Z)?  
\*Write in Option Available

25. Degree?

26. Additional Grad Credits

27. Year Earned?

28. Major?  
\*Write in Option Available

29. Minor?

30. Additional Education? Yes

No

31. Spreadsheet

32. Upload CCSD Offer Letter

Link to State License  
Verification websites

33. Upload University  
Employment

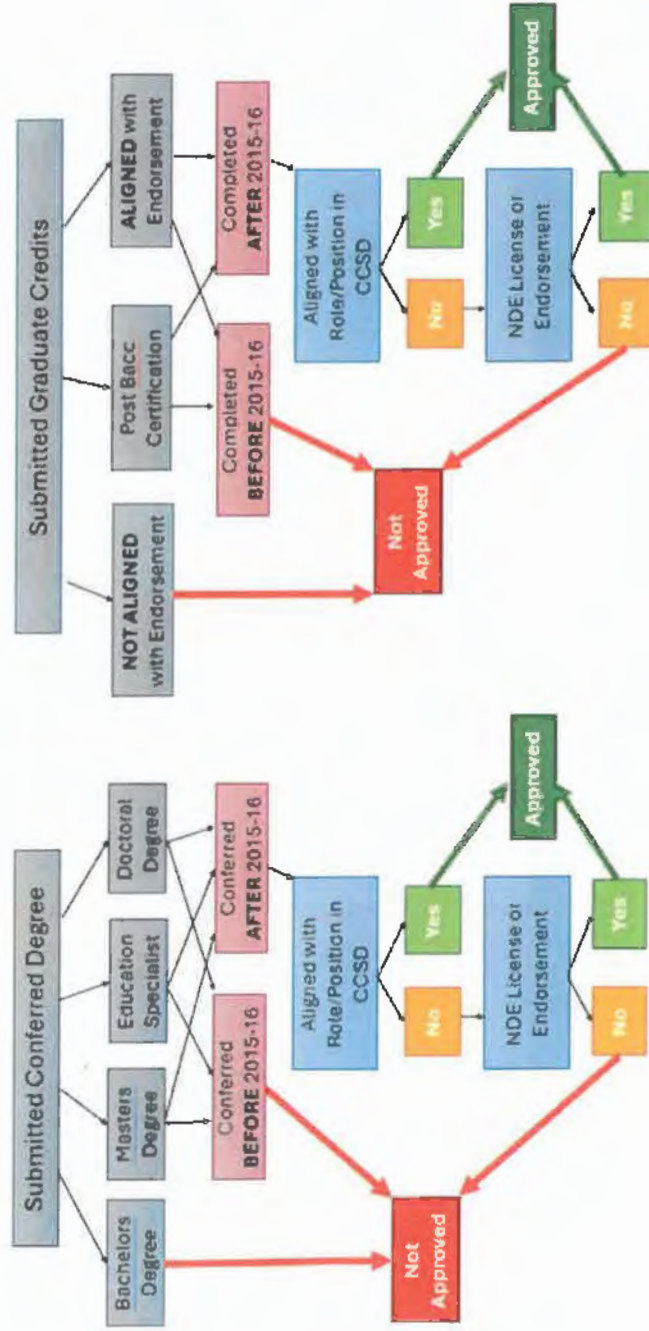
34. Upload Transcripts

Can have 3 total entries

Can have 3 total entries



# SRAP Transcript Review





Example of Row in File

EMAIL	testuser@nw.ccsd.net	Identifier for the file
FILE NAME	128217922-134489063-UNLV.pdf	File name containing transcript
FOLDER PATH	Documents2024/	Folder that contains the file
UNIVERSITY	UNIVERSITY OF NEVADA - LAS VEGAS	University stated from transcript
TYPE	MASTERS	Conferred degree type stated from transcript
DEGREE	SPECIAL EDUCATION	Conferred degree stated from transcript
CONFERRAL	12/17/2005	Conferral date stated from transcript
CREDITS	36	Total credits completed at time of conferral
RESPONSE	APPROVED	Content Approval
DETAIL	MA IN SPED	Abbreviation of degree and degree type
NOTES	ALIGNED	Notes of whether education aligns to license and/or roles and responsibilities
FILL STATUS	2-Not Approved	Final Status Based on Criteria
CONFERRAL AFTER 6/2/16	Prior 2015-16	Checks if Conferral Date is Before 6/2/16
CONFERRAL BEFORE HIRE DATE		For individuals hired after 6/1/16, checks if degree was conferred before or after hire date
DEGREE TYPE	EDUCATION	For summary purposes, does not impact review
SURVEY DOC STATUS	CompletedP1	Checks if survey was completed

SURVEY STATUS	1-CompleteP1	Identifies as an identifier for the file
LICENSE	2025-2026 License ID: 00000000000000000000000000000000 Type: Professional, Endorsement: Generalist, #13 Based 2020-01-26 Expiration: 2028-12-16	NDE License Information
SALARY STEP	7	Salary Step at end of Sept '25
SALARY GRADE	III	Salary Grade at end of Sept '25
TITLE STATUS	Title I	Title Status at end of Sept '25
JOB CLASS ID	C6051	Job Class ID at end of Sept '25
JOB CLASS	GEN RR HS	Job Class at end of Sept '25
JOB CLASS GROUP	SPED	Job Class Group at end of Sept '25
COMPACTON	Y	Compaction Flag Based on Criteria
SENIORITY	7881	Seniority at end of Dec '25
SENIORITY ORIGINAL HIRE DATE	8/12/2015	Original Hire Date at end of Dec '25
SENIORITY PNY CALL DATE	1/31/2005	Adjusted Hire Date for Seniority
RECORD STATUS	CURRENT	Record Status at end of Dec '25
CCSD ID	####	Identifier for record
SRAP TIER	Tier I	SRAP Tier Based on Criteria
SALARY GRADE RECORDED	3	Salary Grade Number



CCEA Review

Email GAZALSM@NV.CCSD.NET  
File Name 128217922-134489063-UNLV.pdf  
Folder Path Documents2024/  
University UNIVERSITY OF NEVADA - LAS VEGAS

Type MASTERS  
Degree SPECIAL EDUCATION  
Conferral 12/17/2005  
Credits 36  
Response APPROVED  
Detail MA IN SPED  
Notes ALIGNED

Fill Status 2 - Not Approved  
CONFERRA Prior 2015-16  
Conferral B  
Degree TYPE EDUCATION  
Survey Doc Completed P1  
Survey Stat 1-Complete P1

License 2025-2026 | License ID: 62624 | License Kind: Special

Salary Step 7  
Salary Grac III  
Title Status Title I  
Job Class IC C6051  
Job Class GEN RR HS  
Job Class G SPED  
Compactio Y  
Seniority 7881  
Seniority O 42228  
Seniority p: 38383  
Record Sta: CURRENT  
Membersh N  
CCSD ID 10010697  
SRAP Tier Tier I  
Salary Grac 3  
Reported Salary Determination

STUDENT NAME  
MCNABB, SARAH G  
STUDENT NUMBER  
L000544707  
DATE PRINTED  
05/12/2  
REG REG NO  
XXX-XX-  
Any alteration or modification of this record or  
and/or lead to student disciplinary sanctions.

MASTER OF EDUCATION  
SPECIAL EDUCATION  
12/17/2005 3.66

FALL	2004	GC	GRSPEC	G00
INTRO TO SP ED & LEC ISS	ESP	701		3.0 A
ADV ED STRAT STUDENTS DIS	ESP	708		3.0 A
MGT/MOD OF STUDENTS	ESP	733		3.0 A
AVE ERND	GR PTS	GPA	BAL	
TGRD	9.0	9.0	36.00	4.00
				9.00
SPRING	2005	GC	GRSPEC	G00
TCH ELEH SCH READING	CIL	655		3.0 A
STUDENT TEACHING SEMINAR	ESP	694		2.0 A
DIAG PRE ASSESS DIV LERNR	ESP	709		3.0 B+
MATH METH IN SPEC EDUC	ESP	724		3.0 A
AVE ERND	GR PTS	GPA	BAL	
TGRD	9.0	9.0	33.90	3.78
				6.90
SUMMER	2005	GC	ESPHEP	G01
RESEARCH METHODS	EPY	702		3.0 B

iration

Phase1 Not DNO  
PGS FALSE  
Special Group

: 2026-12-16 | License Kind: Special Education - IRC, License Type: Interim, Endorsement: Autism Spectrum Disorder, 3-21 YRS Issued: 2023-04-27 Expiration: 2026



# CCSD Review

Notification/Reason    DNQ  
 CCSD ID                10010697  
 Pay Group              CER  
 Name                    Sarah Gazala  
 Email                    GAZALSM@NV.CCSD.NET  
 Position                GEN RR HS  
 Tier Status             Tier I  
 Seniority                7881  
 Adjustment Eligibile   No  
 Current Placement     G-III

New Placement                0  
 Match?                        FALSE  
 Column Movement?        No Column Movement

Step?

Col

PGS Notes                    0  
 CCEA Notes                  ok

<b>CCSD ID</b>	10010697		
<b>Position</b>	GEN RR HS		
<b>SKAP TIER</b>	Tier I		
<b>PGS</b>	0		
<b>PGS 2</b>	0		
<b>PGS 3</b>	0		
<b>26-21</b>	0		
<b>26-2-3</b>	0		
<b>26-9</b>	0		
<b>Seniority</b>	7881		
<b>Adjusted Hire Date</b>	1/1/2014		
<b>Absence Service Date</b>	1/31/2005		
<b>Match</b>	FALSE		
<b>Adjustment Eligible?</b>	No		
<b>Date of Hire Audit</b>	NO ADDITIONAL REVIEW NEEDED		
<b>Current Column</b>	III		
<b>Updates</b>	0		
<b>Update 12/23</b>	1		
<b>CCEA Col Conv</b>	1		
<b>New/Final Column</b>	III		
<b>Update COMP</b>	FALSE		
<b>Current to New Comp</b>	TRUE		
<b>Column Movement?</b>	No Column Movement		
<b>Current Step</b>	7		
<b>New Step</b>	7		



# **EXHIBIT F**



1 AFFIDAVIT OF KRISTINA BROILS

2 STATE OF NEVADA )

3 COUNTY OF CLARK ) ss.

4 Kristina Broils being first duly sworn and under penalty of perjury does say and depose the  
5 following:

6 1. I have personal knowledge of the facts set forth in this affidavit.

7 2. I am currently employed at the Clark County Education Association (“CCEA”), and make this  
8 affidavit in support of CCEA’s Motion to Dismiss (“Motion”) in *Sarah Gazala v. Clark County*  
9 *Education Association*, EMRB Case No. 2026-009.

10 3. I am currently employed as a CCEA Field Representative, having been employed in this  
11 capacity since 2023. I can competently testify regarding my duties as a Field Representative and details  
12 of my conversations with Complainant Sarah Gazala (“Gazala”) pertaining to the Salary Review and  
13 Adjustment Process (“SRAP”). In my capacity as a Field Representative, my duties include conducting  
14 school visits to speak to licensed personnel represented by CCEA, including through prior appointment  
15 or encounters with them in the course of my visits. The topics of such discussions include, but are not  
16 limited to, answering questions pertaining to the Negotiated Agreement between CCEA and the Clark  
17 County School District, listening to concerns pertaining to their workplace, soliciting and  
18 communicating the benefits of association membership, and updating and answering questions  
19 pertaining to political and legislative updates surrounding CCEA. The occurrence of such discussions  
20 require me to have an understanding of the provisions of the Negotiated Agreement, including the  
21 provisions surrounding SRAP.

22 4. Sarah Gazala is a licensed employee employed at Basic High School, which is one of the  
23 schools I am assigned to conduct site visits at. On February 18, 2026, I announced to all bargaining unit

1 employees at Basic High School in an email that I would be visiting the school on that day, and  
2 specifically indicated that I would be available to answer any questions pertaining to the SRAP process,  
3 including why some employees may have been denied for a salary adjustment.

4 5. Ms. Gazala responded to my email ten minutes later indicating interest in a meeting. We met  
5 in the staff lounge at Basic High School approximately one hour later. She indicated to me that she  
6 received an email from CCSD notifying her of her denial for a salary adjustment pursuant to SRAP and  
7 wanted to know the reason why she was denied.

8 6. I informed her that she would not have been eligible for a salary adjustment through SRAP for  
9 6 possible reasons: 1) her current salary is not being affected by compaction; 2) her transcripts were  
10 already reflected in her current salary; 3) her transcripts did not align with her endorse or her current  
11 assignment; 4) she was hired after February 1, 2024; 5) she had already received a salary adjustment  
12 pursuant to Article 26-21 of the Negotiated Agreement; and/or 6) she was eligible for a salary  
13 adjustment per Article 26-2-3 of the Negotiated Agreement.

14 7. During this conversation, Ms. Gazala indicated that she understood why she was not eligible  
15 for a salary adjustment pursuant to SRAP. At no point during this conversation did Ms. Gazala ask for  
16 me to put this explanation in writing, nor did she ask for any further explanation on this matter. This was  
17 the first time I had been in contact with Ms. Gazala on the issue of SRAP since her being informed that  
18 she was not qualified for a salary adjustment on January 23, 2026.

19 8. Ms. Gazala shortly after our conversation sent me an email on February 18, 2026 thanking me  
20 for my help, and I had considered the matter to be resolved.

21 9. On March 25, 2026, Ms. Gazala contacted CCEA Office Manager Angela Ammons  
22 (“Ammons”), again inquiring as to why she did not receive a salary advancement pursuant to SRAP. Ms.  
23 Ammons transferred Ms. Gazala to me and we briefly spoke over the phone about her SRAP denial.

1 Since I was driving to a school for a site visit at the time, I told her that I would look into her issue and  
2 follow up with her later.

3 10. Later that evening, I reviewed her specific submissions she had entered into the SRAP  
4 survey, including her submitted transcripts from UNLV and Master's degree, in addition to the agreed  
5 upon eligibility criteria for determining whether or not an employee qualifies for a salary adjustment.

6 11. After this review, I confirmed that she was ineligible for a salary adjustment because her  
7 Master's degree was earned prior to the 2015-2016 school year, and so her degree was already used to  
8 determine her placement according to the contract under which she was initially hired because she  
9 earned her Master's degree in 2005, which means that she, like any other employee who had a degree  
10 conferred prior to June 2, 2016, was placed on the Professional Salary Table (PST) according to her  
11 appropriate education and experience according to the Negotiated Agreement that was in place at the  
12 time of her hire.

13 12. The purpose of SRAP, as agreed to by both CCEA and CCSD was to appropriately recognize  
14 the education of those employees who had earned graduate level degrees after June 2, 2016, not people  
15 such as Ms. Gazala who earned their degree prior to June 2, 2016 and therefore already had their  
16 relevant degrees applied to their salary. I communicated this reasoning to her in an email on March 25,  
17 2026.

18 13. To the best of my knowledge, Ms. Gazala neither inquired to me, nor requested to me  
19 directly, that CCEA file a grievance on her behalf. However, even if she wanted CCEA to file a  
20 grievance on her behalf challenging this SRAP denial, neither her nor CCEA would have been able to do  
21 so, as Article 26-26-6(d) of the Negotiated Agreement provides that "*All reviews and results (of SRAP)*  
22 *are final and not subject to appeal or the grievance procedure.*"

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FURTHER YOUR AFFIANT SAYETH NAUGHT,

*Kristina Broils*

Kristina Broils

SUBSCRIBED and SWORN to before me this 29th Day of May, 2026.

*Irís Montano* NOTARY PUBLIC in and for said CLARK COUNTY and

NEVADA



**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](mailto:herrec4@nv.ccsd.net)

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

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

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

<sup>a</sup>All Classes must be in a field pertinent to subject taught

- BA- Bachelor's degree from an accredited institution
- BA + 16 - Bachelor's degree plus 16 college credits from an accredited institution
- BA + 32 - Bachelor's degree plus 32 college credits from an accredited institution
- MA- Master's Degree from an accredited in
- MA + 16 - Master's Degree plus 16 college credits from an accredited institution
- MA + 32 - Master's Degree plus 32 college credits from an accredited institution
- MA + 48 - Master's Degree plus 48 college credits from an accredited institution
- PhD - Doctorate degree from an accredited institution

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	\$139,918
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	1,636	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] &lt;gazalsm@nv.ccsd.net&gt;

---

**Notification of Decision for Fiscal Year 2026 Salary Adjustment**

---

Licensed Contracting Services &lt;extrapaylicensed@nv.ccsd.net&gt;

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 Services**Clark County School District  
Human Resources Unit

We Are CCSD Logo

2832 East Flamingo Road  
Las Vegas, Nevada 89121Email: [extrapaylicensed@nv.ccsd.net](mailto:extrapaylicensed@nv.ccsd.net)

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

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## **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>

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## Notification of Decision for Fiscal Year 2026 Salary Adjustment

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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>

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## Notification of Decision for Fiscal Year 2026 Salary Adjustment

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**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>

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## Notification of Decision for Fiscal Year 2026 Salary Adjustment

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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: 702-374-2689  
[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>

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## Notification of Decision for Fiscal Year 2026 Salary Adjustment

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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 83<sup>rd</sup> (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] &lt;gazalsm@nv.ccsd.net&gt;

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## Salary Review and Adjustment Process Timeline

1 message

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**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 &lt;G-0001-All-Licensed@nv.ccsd.net&gt;

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](mailto: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**

**T**his 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.

**B**ased 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>	
<b>CONFIRMATION OF SALARY CHANGE – TO BE COMPLETED BY THE LICENSED PERSONNEL DEPARTMENT</b>				
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>B</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	47,880	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/](http://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](mailto: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 10<sup>th</sup> through August 25<sup>th</sup>.)*

If you have any questions, please e-mail [fmddiaz@interact.ccsd.net](mailto:fmddiaz@interact.ccsd.net) or call 702-799-2812 option 1.

c personnel file

**CCEA (Respondent)**

**Reply in Support of Motion to Dismiss**

FILED  
June 25, 2026  
State of Nevada  
E.M.R.B.  
9:31 a.m.

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

STATE OF NEVADA

GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

9 SARAH GAZALA,  
10 Complainant,

Case No.: 2026-009

11 v.

**REPLY IN SUPPORT OF CLARK COUNTY  
EDUCATION ASSOCIATION'S MOTION TO  
DISMISS**

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

16 Respondent Clark County Education Association ("CCEA" or "Association"), by and  
17 through its undersigned counsel, hereby files its Reply in support of its Motion to Dismiss  
18 Complainant Sarah Gazala's ("Complainant" or "Gazala") Complaint. Complainant has raised  
19 no new information or material facts in her Joint Opposition to CCEA's Motion to Dismiss  
20 ("Opposition") that amount to probable cause pursuant to NAC 288.375(1) that CCEA violated  
21 its duty of fair representation, or otherwise committed a violation of NRS 288, nor does it present  
22 any new issue or set of facts that would compel this Board to hold a hearing, rendering her  
23 Complaint "spurious or frivolous... or a complaint which presents only issues that have been  
24 previously decided by the Board," under NAC 288.375(5).  
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1 **I. INTRODUCTION**

2 Complainant is attempting to couch her misunderstanding of both her salary placement  
3 and understanding of negotiations between CCEA and the Clark County School District  
4 (“CCSD” or “District”) as constituting “factual disputes” that warrant denial of CCEA’s Motion  
5 to Dismiss (“Motion”). She does not dispute that she: 1) received her degree that she is using to  
6 justify her qualification for a salary adjustment pursuant to the Salary Review and Adjustment  
7 Process (“SRAP”) in 2005; and 2) that this degree was used to place her onto the salary schedule  
8 **for the Negotiated Agreement then in effect at the time of her re-hire in 2015.** She is  
9 conflating her current position on the Professional Salary Table (“PST”) with where she was  
10 initially placed on the PST **that was then operative** at the time of her re-hire at CCSD. CCEA  
11 and CCSD, from the very first bargaining session for the 2025-2027 Negotiated Agreement  
12 (“Agreement,” “Contract,” or “CBA”), understood and agreed that degrees earned prior to June  
13 2, 2016 are not to be considered for a salary adjustment pursuant to this review process, precisely  
14 because such degrees were already used to place employees like Complainant onto the salary  
15 schedule that was **in effect at the time of her hire.** Ms. Gazala does not dispute, and is under no  
16 position to dispute, this placement and this agreement between CCEA and CCSD, nor does she  
17 allege any facts that would suggest that such an understanding between the parties is either  
18 untrue, or was agreed to by the Association in a manner that was arbitrary, discriminatory, or in  
19 bad faith.

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23 The evidence submitted by both CCEA and CCSD demonstrates that CCEA exercised its  
24 wide discretion as the exclusive bargaining agent to come to this understanding pertaining to  
25 SRAP with CCSD, for rational and legitimate reasons informed by both the economic realities  
26 surrounding the most recent round of negotiations, and the desire to make a good faith effort to  
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1 address a common concern held by bargaining unit employees relating to their salaries.  
2 Complainant is unable to offer a shred of evidence that CCEA entered into this understanding  
3 with CCSD in a manner that was without a rational basis or justification, that was intended to  
4 discriminate against a sub-set of employees, or was otherwise made with deceitful and/or  
5 dishonest intent. Notably, Complainant in her Opposition does not even attempt to refute the  
6 points made in CCEA's Motion revealing that the Association reviewed her application multiple  
7 times anonymously, came to an agreement on her lack of eligibility for a salary adjustment in  
8 with CCSD based on a mutual understanding of what was bargained, and provided her multiple  
9 times with a legitimate and true explanation that she was determined to be ineligible for a salary  
10 adjustment due to the fact that her proffered degree was earned prior to the 2015-2016 school  
11 year and was already used to determine her placement according to the contract under which she  
12 was **initially hired** in 2015, in conformity with this same agreement made with the District.  
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15 Furthermore, CCEA has already represented Complainant, investigated her issue, and  
16 offered her a true, rational, and good faith explanation for why her application was denied. The  
17 record now shows that CCEA never hid this rationale from her nor acted with any deceit. So,  
18 much of her requests for relief from this Complaint have been mooted, and so CCEA questions  
19 why it is a Respondent to this action in the first place. Her remaining requested remedies demand  
20 purely contractual relief from this Board that run outside the scope of its jurisdiction. This Board  
21 does not exist to interpret CBAs, and it certainly does not and should not have the authority to  
22 step in between the two parties to a collective bargaining agreement (CCEA and CCSD) and  
23 pigeonhole CCEA into proffering an interpretation of one of its provisions, which would  
24 directly counter a valid agreement with the employer on its implementation.  
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1           Given the above, no probable cause exists pursuant to NAC 288.375(1) to demonstrate  
2 that CCEA, either through its negotiated understandings with CCSD, or through its conduct in  
3 reviewing her SRAP application, determining her ineligibility, and explaining to her good faith  
4 rationale for her ineligibility, violated its duty of fair representation to Complainant. This  
5 Complaint is also “spurious or frivolous” or otherwise addresses issues that have long been  
6 settled by this Board according to NAC 288.375(5). Thus, this Board should grant CCEA’s  
7 Motion to Dismiss with prejudice.  
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9           **II.       MEMORANDUM OF POINTS AND AUTHORITIES**

10           **A. Legal Standard.**

11           NAC 288.375 empowers this Board to dismiss a matter if: 1) no probable cause exists for  
12 the complaint; or 5) if the complainant files a spurious or frivolous complaint or a complaint  
13 which presents only issues that have been previously decided by the Board. In duty of fair  
14 representation cases where the Complaint does not show sufficient facts to amount to probable  
15 cause that the union acted in a manner that was arbitrary, discriminatory, or in bad faith, this  
16 Board has repeatedly not hesitated to dismiss the complaint. *DeSouza v. Clark County Education*  
17 *Ass’n and Clark County Sch. Dist.*, Case No. 2024-035, Item No. 906A (2025) (Holding that  
18 CCEA did not violate its duty of fair representation in negotiating for a new salary table and  
19 declined to process her grievance to arbitration based on her contentions running contrary to  
20 what was bargained for with CCSD pertaining to the placement on the new PST of teachers hired  
21 prior to February 1, 2024); *Richards v. Police Managers and Supervisors Association*, Case No.  
22 A1-046094, Item No. 788 (2013) (“Taking Richards factual allegations to be true for purposes of  
23 this motion, we agree that the complaint lacks probable cause, and should be dismissed under  
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1 NAC 288.375(1)"); *Valentin v. Clark Co. Public Works*, Case No. A1-046010, Item No. 762  
2 (2011).

3 In attempting to justify why her meritless Complaint should not be dismissed and proceed  
4 to a hearing, Ms. Gazala cites the Board's decisions in *AFSCME Local 4041 v. State of Nevada,*  
5 *Dept. of Corrections, High Desert State Prison, et al.* Yet this cases pertained to a substantially  
6 different factual and legal situation than what has made up the alleged grounds for this  
7 Complaint at hand. In *AFSCME Local 4041*, the Board was reacting to the novel issue of the  
8 employers' new duties to bargain pursuant to the Nevada Legislature's granting of collective  
9 bargaining to state employees employed at State Executive Departments in 2019 pursuant to SB  
10 135. *AFSCME Local 4041 v. State of Nevada, Dept. of Corrections, High Desert State Prison, et*  
11 *al.*, Case No. 2020-002, Item No. 862A at 4 (2020). The Board was tasked with the new  
12 questions of determining the validity of the recognition of exclusive bargaining agents for 11  
13 different bargaining units, which and what subjects of bargaining the employers were obligated  
14 to bargain with the newly certified bargaining representatives, and when exactly the duty to  
15 bargain arised on the part of the employers after the signing into law of SB 135. *Id.* at 2. Due to  
16 the novelty of the issues raised by the complainant in these decisions, in addition to there  
17 existing disputes of *material* fact pertaining to the complainant and respondents' interpretation of  
18 the employers' new collective bargaining obligations under SB 135, the Board determined that  
19 there were too many issues that could not just be decided prior to an evidentiary hearing. *Id.* at 1.

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24 By contrast, Ms. Gazala's Complaint presents no new facts or issues which would  
25 necessitate this Board to hold a hearing. She raises a standard duty of fair representation claim  
26 which presents no facts suggesting that CCEA's conduct amounted to a standard which was  
27 arbitrary, discriminatory, or in bad faith. Complainant is attempting to disguise her  
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1 disagreements over the meaning and intent of Article 26-26 of the Negotiated Agreement as a  
2 “factual dispute.” Opp. at 3-4: para. 10. She fails to realize firstly, in requesting this Board to  
3 side with her incorrect interpretation of both Article 26-26 and any agreement between CCEA  
4 and CCSD surrounding the qualifications of employees for a salary adjustment pursuant to  
5 SRAP, she is asking this Board to resolve matters that are purely contractual in nature, which this  
6 Board has held since early in its existence are outside of its jurisdiction. *Valentin*, Item No. 762;  
7 *Clark County Classroom Teachers Ass’n. v. Clark County Sch. Dist.*, Case No. A1-045280, Item  
8 #44 (1975); *Reno Police Protective Ass’n. v. City of Reno*, Case No. 18273, Item #16 (1974);  
9 *Crom v. Las Vegas Clark County Library Dist., Teamsters Local 14, et. al.*, Case No. A1-  
10 046004, Item No. 752B.

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13         Secondly, Complainant, no matter what she claims, is unable to credibly dispute that she  
14 is simply wrong about her qualifications for a salary adjustment. The record so far has confirmed  
15 that both CCEA and CCSD have agreed that degrees earned prior to June 2, 2016 are not to be  
16 used in determining whether or not an employee is eligible for a salary adjustment pursuant to  
17 SRAP, as such degrees were already used to place employees like her onto the salary schedule in  
18 existence for the CBA that was operative at the time of their hire. CCEA Mot. at 4: 4-10; CCSD  
19 Mot. at 2: 21-23. In fact, this agreement was reached at the very first negotiations session for the  
20 2025-2027 Negotiated Agreement, where the provision that eventually became SRAP, among  
21 other topics, were discussed by representatives from CCEA and CCSD. *See*, Affidavit of John  
22 Vellardita, attached hereto as Exhibit A.<sup>1</sup> Complainant does not dispute, and in fact, admits, that  
23 she earned her degree in 2005. Opp. at 2: para. 5. She admits that *at the time of her hire* in 2015,  
24 she was placed in the Master’s Column on the salary schedule that was then in effect. *Id.* at 16.

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28 <sup>1</sup> Undersigned Counsel for CCEA was also present for this first negotiations session and took notes. He can confirm that this topic was addressed by the parties and that this agreement was indeed made.

1 This *same degree* that Complainant proffers in arguing her eligibility for a salary adjustment was  
2 used to place her into the Master's Column upon her rehire with CCSD. *See*, CCEA Mot.,  
3 Exhibit D; CCSD Mot., Exhibit F. This leaves only Complainant's contention that she is not  
4 currently placed properly on the PST. Complainant might not like her current position on the  
5 PST, despite CCEA's negotiations over the past five years resulting in roughly a \$30,000  
6 increase to her annual salary. CCSD Mot. at 3: 12-25; 4: 12-17; CCSD Mot. Exhibit B.  
7 Unfortunately for Complainant, her dissatisfaction with her current salary position is not  
8 sufficient to dispute that based on both the Negotiated Agreement and CCEA and CCSD's  
9 mutually agreed upon understandings surrounding the implementation of SRAP and who is  
10 qualified for a salary adjustment. She is just incorrect. Given that there is no dispute as to any  
11 *material* fact between CCEA and Complainant, she has presented no facts that come even  
12 remotely close to amounting to probable cause that CCEA's conduct was made in a manner that  
13 was arbitrary, discriminatory, or in bad faith. Neither has she presented any novel legal issue for  
14 this body to rule on. There is truly no justiciable controversy for which this Board needs to hold  
15 a hearing for. Dismissal of this frivolous matter is precedented and wholly appropriate.  
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19 **B. Complainant Has Proffered No Facts or Evidence Suggesting That CCEA**  
20 **Violated its Duty of Fair Representation.**

21 **1. CCEA did not act in a manner that was arbitrary, discriminatory, or in bad faith**  
22 **when it bargained and agreed with CCSD that degrees earned by employees prior to June**  
23 **2, 2016 were not to be considered when determining their eligibility for a salary adjustment**  
24 **pursuant to SRAP.**  
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26 Where Complainant even addresses CCEA's Motion to Dismiss, she appears to imply  
27 that the Association somehow breached its duty of fair representation by "agreeing to and  
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1 applying that unwritten criterion against a member.” Opp. at 6; para. 16. This is of course not  
2 correct, as both CCEA and CCSD have now explained to this Board multiple times that the  
3 parties agreed, since the first bargaining session for the 2025-2027 Negotiated Agreement, that  
4 degrees earned by any employee prior to June 2, 2016 were not to be considered when  
5 determining their eligibility for a salary adjustment under SRAP. Exhibit A; CCSD Mot. at pg. 2:  
6 21-23. However, even if such a contention by Complainant was remotely accurate, this act of  
7 simply agreeing to an application or interpretation of the Contract with the employer, by itself,  
8 has been held by this Board and other adjudicative bodies repeatedly not to constitute a violation  
9 of the union’s duty of fair representation in the absence of conduct that was arbitrary,  
10 discriminatory, or in bad faith. Despite getting an opportunity to include facts that would amount  
11 to even a modicum of evidence that CCEA made the above agreement pertaining to SRAP with  
12 CCSD in an arbitrary, discriminatory, or bad faith manner, Complainant in her Opposition has  
13 alleged nothing that would even come close to probable cause towards such a violation on the  
14 part of the Association.  
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17           Once again, a union breaches its duty of fair representation to an employee **only** if its  
18 actions were “arbitrary, discriminatory, or in bad faith.” *Asch v. Clark County School District*  
19 *and Clark County Classroom Teachers Association*, Case No. A1-045541, Item No. 314 at 3  
20 (1993), citing *Vaca v. Sipes*, 386 U.S. 171 at 191. A union's actions are arbitrary “only if its  
21 conduct can be fairly characterized as so far outside a ‘wide range of reasonableness that it is  
22 wholly 'irrational' or 'arbitrary’” or is otherwise “without a rational basis or explanation.” *Vos v.*  
23 *City of Las Vegas and Las Vegas Peace Officers Ass’n.*, Case No. A1-046000, Item No. 749 at  
24 10; citing *Marquez v. Screenactors Guild, Inc.*, 525 U.S. 33, 45 (1998). To prove discriminatory  
25 conduct by the union, a complainant “must adduce substantial evidence of discrimination that is  
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1 intentional, severe, and unrelated to legitimate union objectives.” *Vos*, EMRB #749 at 10.; citing  
2 *Amalgamated Ass'n of St. Elec. R. and Motor Coach Emp. of America v. Lockridge*, 403 U.S.  
3 274, 301 (1971). To demonstrate that a union acted in “bad faith,” Complainant must illustrate  
4 “substantial evidence of fraud, deceitful action or dishonest conduct.” *Lockridge*, 403 U.S. at  
5 299.  
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7 This Board is of course well aware that a union’s duty of fair representation has always  
8 been construed narrowly to allow it the discretion to act in what it perceives to be the best  
9 interests of who it represents. *Crom v. Las Vegas Clark County Library Dist; Teamsters Local*  
10 *14, et. al*, Case No. A1-046004, Item No. 752E at 5; citing *Galindo v. Stoodly Co.*, 793 F.2d  
11 1502, 1514 (9<sup>th</sup> Cir. 1986); *Peterson v. Kennedy*, 771 F.2d 1244, 1253 (9<sup>th</sup> Cir. 1985); citing  
12 *Ford Motor Co. v. Huffman* 345 U.S. 330, 337-38 (1953) (Holding that the union did not violate  
13 its duty of fair representation when it negotiated for, and in fact, possessed the authority and  
14 discretion to negotiate with the employer for, a provision in the collective bargaining agreement  
15 that provided seniority credit for employees who served in the military both pre and post  
16 employment, even if this meant that these employees would now have greater seniority over  
17 other employees who had no interruptions in their employment with the company). In fact, “Any  
18 substantive examination of a union’s performance *must* be highly deferential, recognizing the  
19 wide latitude negotiators need for the effective performance of their bargaining responsibilities.”  
20 *Airline Pilots Ass’n v. O’Neill*, 499 U.S. 65, 78 (1991) (Holding that the union did not violate its  
21 duty of fair representation where it negotiated a back-to-work agreement with the employer that  
22 gave employees the option of settling their claims of their right to return to work for a lump sum  
23 settlement payment, or retain their existing claim, but not be placed in a position after striking  
24 until everyone who opted to receive the settlement was placed, even if this deal can reasonably  
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1 be construed as being strategically defective on the part of the union and as putting a decent  
2 number of the bargaining unit in a comparably worse position than if the union had not entered  
3 into the settlement at all, absent motives and/or conduct that was arbitrary, discriminatory, or bad  
4 faith). This discretion that the EMRB, the NLRB, and courts give to unions in acting as the  
5 exclusive bargaining agent extends to the bargaining of contracts and the making of agreements  
6 with the employer. *Lamberti v. Int'l. Bhd. of Teamsters*, 2003 U.S. Dist. LEXIS 2770 at 8  
7 (Unpublished) (N.D. Cal. 2003); citing *Bautista v. Pan American World Airlines*, 828 F.2d 546,  
8 549 (9<sup>th</sup> Cir. 1987) (“In the context of representing members at the bargaining table, a union  
9 must be allowed a wide range of reasonableness because it must be able to focus on the needs of  
10 its membership as a whole without undue fear of lawsuits from individual members disgruntled  
11 by the result of the collective process”). This Board has repeatedly recognized that “collective  
12 bargaining is an ongoing process and involves day-to-day adjustment in the contract and in the  
13 working rules.” *Richards*, EMRB #788 at 2 (2013); citing *Las Vegas Police Protective Ass’n. v.*  
14 *City of Las Vegas*, Case No. Al-045461, Item No. 248 (1990); *Conley v Gibson*, 355 U.S. 41  
15 (1957).  
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19 The duty of fair representation does not require the union to spell out every single  
20 agreement that it has made and/or shared with the employer. *Marquez*, 525 U.S. 33. In fact, to  
21 require the union to do so would mean that “Contracts would become massive and unwieldy  
22 treatises, yet there would be no discernible benefit from the increased mass.” *Id.* at 47. Relatedly,  
23 it would be absurd to limit the valid agreements between the union and the employer to solely  
24 what is written down in the collective bargaining agreement, as Complainant appears to argue in  
25 her Opposition, Opp. at 6; para. 16, and the law recognizes the absurdity of this contention.  
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27 *Rollins v. Cmty. Hosp. of San Bernardino*, 839 F. 3d 1181, 1186 (9<sup>th</sup> Cir. 2016); citing  
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1 *Inlandboatmens Union of Pac. v. Dutra Group*, 279 F.3d 1075, 1079 (9<sup>th</sup> Cir. 2002) (“A  
2 collective bargaining agreement is not limited solely to the specific provisions of the basic labor  
3 contract formally executed by the parties, but it may also include, among other things, written  
4 side agreements, and *oral understandings* entered into by the parties to the collective bargaining  
5 relationship” and a “collective bargaining agreement is more than a contract, it is a generalized  
6 code to govern a myriad of cases which the draftsmen cannot wholly anticipate”); *United*  
7 *Steelworkers v. Warrior & Gulf Navigation Co.*, 363 U.S. 574, 579 (1960) (“The words of the  
8 contract are not the exclusive source of rights and duties”). The Supreme Court decades ago  
9 declared in *United Steelworkers* that the very nature of collective bargaining and the ever  
10 evolving relationship between employers and their bargaining representatives necessitate the  
11 reaching of agreements outside the confines of the CBA, explaining that:  
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14       There are too many people, too many problems, too many unforeseeable contingencies to  
15 make the words of the contract the exclusive source of rights and duties. One cannot reduce all  
16 the rules governing a community like an industrial plant<sup>2</sup> to fifteen or even fifty pages. Within  
17 the sphere of collective bargaining, the institutional characteristics and the governmental nature  
18 of the collective-bargaining process demand a common law of the shop which implements and  
19 furnishes the context of the agreement. We must assume that intelligent negotiators  
20 acknowledged so plain a need unless they stated a contrary rule in plain words... Because of the  
21 compulsion to reach agreement and the breadth of the matters covered, as well as the need for a  
22 fairly concise and readable instrument, the product of negotiations (the written document) is, in  
23 the words of the late Dean Shulman, ‘a compilation of diverse provisions: some provide  
24 objective criteria almost automatically applicable; some provide more or less specific standards  
25 which require reason and judgment in their application; and some do little more than leave  
26 problems to future consideration with an expression of hope and good faith.

27 *United Steelworkers*, 363 U.S. at 579-580. So, the need to preserve orderly labor relations, a  
28 strong policy interest that courts and labor boards have articulated for more than a century,  
indeed necessitates the reaching of agreements outside the language of the CBA. *Inlandboatmens*  
*Union of Pac.*, 279 F.3d at 1075.

1 In applying this wide latitude given to unions in negotiating on behalf of its bargaining  
2 unit, the Supreme Court has noted that, in evaluating the rationality of a union's decision, "The  
3 law of labor agreements cannot be based upon abstract definitions unrelated to the context in  
4 which the parties bargained and the basic regulatory scheme underlying that context." *NLRB v.*  
5 *C&C Plywood Corp.*, 385 U.S. 421, 430 (1967), and it is important to make such an evaluation  
6 "in light of both the facts and legal climate that confronts the negotiators at the time a decision  
7 was made." *O'Neill*, 499 U.S. at 78. "Compromises on a temporary basis, with view to long-  
8 ranged advantages, are natural incidents to negotiations" and so "complete satisfaction of all  
9 members is hardly to be expected." *Huffman*, 345 U.S. at 338. In line with this mode of  
10 reasoning, "A union is not guilty of a breach of its duty of fair representation by taking a good  
11 faith position contrary to that of some individuals whom it represents." *Humphrey v. Moore*, 375  
12 U.S. 335, 349 (1964) (Holding that the union did not breach its duty of fair representation where  
13 it agreed to the establishment of a joint union-management committee according to the new CBA  
14 that would determine the seniority ranking of each employee in the midst of a merger of two  
15 companies, despite the seniority of most of the employees originally employed at the younger  
16 company being lower than those employees of the older company). This means that any alleged  
17 harmful effect to negotiations, standing alone, does not indicate a DFR breach, as collective  
18 bargaining is a give-and-take process which typically includes concessions from both the  
19 bargaining agent and the employer. *Richards*, EMRB #788 at 3. In turn, "The final product of the  
20 bargaining process may constitute evidence of a breach of the duty *only if* it can be fairly  
21 characterized as so far outside a wide range of reasonableness that it is wholly irrational or  
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28 <sup>2</sup> Or, relatedly, all the rules governing a workplace with roughly 18,000 employees in the fifth-largest school district in the country.

1 arbitrary.” *Rugemer v. American Nat’l. Can Co.*, 2000 U.S. App. LEXIS 8681 at 9-10  
2 (Unpublished) (9<sup>th</sup> Cir. 2000).

3           This Board has held that the agreement with the employer on the part of the union  
4 pertaining to an application of a provision of a CBA is not going to be a violation of the  
5 organization’s duty of fair representation unless its reasoning in doing so was motivated by  
6 reasons that were arbitrary, discriminatory, or made in bad faith. This Board’s decision in  
7 *Richards* details remarkable similarities in facts and circumstances to the issue at hand now of an  
8 employee organization that has made an agreement with a local government employer for  
9 reasons that were not arbitrary, discriminatory, or bad faith, and were indeed informed by both  
10 the on the ground realities at the time of bargaining and the broader give-and-take nature of the  
11 collective bargaining process. In *Richards*, the complainant took his union to the Board for an  
12 alleged violation of its duty of fair representation, claiming that the union improperly negotiated  
13 with the employer for the suspension of merit pay increases that would have otherwise been  
14 required under the parties’ CBA. *Richards*, EMRB #788 at 2. The employee also attempted to  
15 argue that the union exceeded its authority by not presenting this proposal to its membership  
16 prior to agreeing with the employer on its execution. *Id.* The respondent union filed a motion to  
17 dismiss the employee’s complaint, arguing that he possessed no probable cause that it had  
18 violated its duty of fair representation in agreeing to such a provision. *Id.* at 1.

19           This Board agreed with the union that the employee’s complaint lacked probable cause  
20 and granted its motion to dismiss. *Id.* at 2. This Board determined that absent any evidence of  
21 arbitrary, discriminatory, or bad faith motives in the agreement to the suspension of merit pay  
22 increases, the union’s conduct was not in violation of its duty of fair representation, and in fact,  
23 constituted standard negotiations over a mandatory subject of bargaining (monetary  
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1 compensation) with the employer which were **directly envisioned** by NRS 288. *Richards*,  
2 EMRB #788 at 2. While the union explained in its motion that the suspension of merit pay  
3 increases was the original intent of the parties at the outset of bargaining, as opposed to a  
4 “modification” of the CBA during its term, as illustrated by a declaration from a union official  
5 indicating that it was agreed to in order to save costs of the employer, this was immaterial to the  
6 Board, as it held that a CBA may be modified during its terms so long as the modification was  
7 bargained for and agreed upon **between the employer and the bargaining agent**. *Id.* The Board  
8 agreed with the union in holding that even if there was a harmful effect to some employees in the  
9 organization agreeing to the suspension of these pay increases, including the complainant, this by  
10 itself is wholly insufficient to determine that the union violated its duty of fair representation,  
11 absent the showing of evidence on the part of the union of conduct that was arbitrary,  
12 discriminatory, or bad faith. *Id.* at 2-3. Additionally, the Board rejected the complainant’s  
13 contention that the union violated its duty of fair representation in not presenting the agreement  
14 to membership prior to agreeing to it with the employer, determining that “there is no provision  
15 within the Act that requires a bargaining agent to submit the terms of an agreement to its  
16 membership before it can agree to them,” and that “The method by which a union ratifies a  
17 collective bargaining agreement with its members is an internal union matter and not within the  
18 purview of this Board.” *Id.* at 3; citing *International Ass’n. of Firefighters Local 1883 v. City of*  
19 *Henderson*, Case No. AI-045455, Item No. 239 (1990).

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24 In contrast, a union can be said to have violated its duty of fair representation where,  
25 instead of agreeing upon a contract provision and/or interpretation or implementation of a  
26 contract provision with the employer openly and in a nondiscriminatory fashion, the organization  
27 negotiates some sort of “side deal” with the employer with the intent of specifically depriving a  
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1 particular employee of a right unambiguously conferred to them by the CBA. In *Bennett v. Local*  
2 *Union No. 66, Glass, Molders, Pottery, Plastics & Allied Workers*, the plaintiff-employee  
3 completed her probationary period under the parameters of the contract. *Bennett v. Local Union*  
4 *No. 66, Glass, Molders, Pottery, Plastics & Allied Workers*, 958 F.2d 1429 (7<sup>th</sup> Cir. 1992). After  
5 the completion of this probationary period, the employee was formally welcomed as a member  
6 of the union, receiving a membership card, and being assured by the union that her probationary  
7 period would specifically not be extended. *Id.* at 1431. However, a few days after this, she ran  
8 into car trouble and was facing discipline by her employer for being AWOL. *Id.* at 1432-1433.  
9 The employer and the union agreed that the employee's probationary period would be extended  
10 retroactively, despite her initial completion of this process. *Id.* at 1432. This agreement by the  
11 union allowed for the employer to summarily terminate her without the contractual protections  
12 afforded by the parties' CBA. *Id.*

15 The court agreed with the complainant that these facts, if true, constituted a violation of  
16 the union's duty of fair representation, as the organization truly lacked a rational basis for which  
17 it could have agreed with the employer to have reinstated her probationary period, nor was there  
18 a plausible interpretation of the CBA that a post-probationary employee's status could just be  
19 discontinued upon agreement by the parties once this probationary period had officially ended.  
20 *Id.* at 1434. The court did not consider the union's agreement with the employer to constitute  
21 legitimate negotiations, as the parties did not purport to modify or supplement the CBA as it  
22 applied to the *entire class* of employees. *Id.* at 1435. Instead, the court determined that the union  
23 acted on an ad hoc basis, singling out specifically the plaintiff by depriving her of the non-  
24 probationary status that the CBA had unambiguously conferred her. *Id.* The court found that  
25 there was sufficient evidence to determine that the union's president had knowledge of the  
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1 plaintiff's contractual rights, but nevertheless proceeded to give those already vested rights away,  
2 constituting a "deceitful scheme." *Bennett*, 958 F.2d at 1437.

3 Here, this Board should plainly see that CCEA's agreement with CCSD to not consider  
4 any degrees conferred to any employee prior to June 2, 2016 in determining their eligibility for a  
5 salary adjustment pursuant to SRAP was not a "deceitful scheme" intended to deprive  
6 Complainant of a salary increase she was entitled to, but rather a legitimate negotiation  
7 pertaining to the intent of the newly bargained provisions in the parties' CBA that was informed  
8 by a need to reconcile the desires of the bargaining unit to receive said salary adjustments with  
9 the financial realities faced by both CCSD and the state. As John Vellardita explains in his  
10 affidavit, a sizable portion of the bargaining unit wanted to receive salary adjustments  
11 commensurate with their level of relevant attained education. Exhibit A. However, two economic  
12 realities grounded CCEA's expectations entering into bargaining for the 2025-2027 Negotiated  
13 Agreement. The first of these realities was the declining level of revenue in the state of Nevada  
14 in comparison with previous years. *Id.* The second factor was the declining level of student  
15 enrollment from previous school years. *Id.* Since funding for education in Nevada is tied to  
16 student enrollment, a decrease in student enrollment means less funding that CCSD has to work  
17 with from the Legislature.<sup>3</sup> Exhibit A.

21 So, entering into this round of negotiations for the latest CBA, CCEA and CCSD had to  
22 work with a very limited pot of money that it could obtain for its bargaining unit. *Id.*  
23 Understanding that salary adjustments for those who had not yet been placed on a salary  
24 schedule pursuant to their relevant education was a major priority for a decent size of the  
25 bargaining unit, CCEA understood that it needed to walk away from bargaining with a win for its  
26 members in this regard, so it proposed what eventually became referred to in Article 26-26 as  
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1 SRAP at the first bargaining session on June 25, 2025. Exhibit A. Contrary to Complainant's  
2 implied contention that CCEA somehow improperly acceded to CCSD to cut her off from the  
3 salary adjustment that she was supposedly entitled to, the Association and the District, from the  
4 outset of negotiations for SRAP at this first session, agreed that any degree earned by any  
5 employee prior to June 2, 2016 would not be used to determine the employee's eligibility for an  
6 adjustment, because such individuals have already had these degrees be used to place them on a  
7 salary schedule. *Id.* The intent of the parties in negotiating for SRAP was never to allow for  
8 employees to use the same degree that had already been used towards their salary placement to  
9 be used again for a new placement; it was for employees, whose relevant degree(s) was *never*  
10 used to place them on any salary schedule, to have that degree be used towards their placement  
11 for the first time, assuming that the other qualifications for a SRAP adjustment were met. *Id.*  
12 Indeed, while CCEA was able to negotiate a massive concession from CCSD by getting them to  
13 agree to the provisions of SRAP in the first place, the pot of money the Association could get the  
14 District to allocate for the endeavor was limited to only \$10 million for both fiscal years of the  
15 CBA's term. *Id.*

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19 Funding for this endeavor has *already ran out*, and those employees whom CCEA and  
20 CCSD determined were eligible for a salary adjustment have not yet been able to receive their  
21 increases, pending the ability of the parties to secure additional funding from the Legislature  
22 during the 2027 Legislative Session. *Id.* CCEA is accordingly under no authority to renege on its  
23 almost year-old understanding with CCSD and all of a sudden push for employees who have  
24 already had their degrees used to determine their salary schedule placement to be re-placed on  
25 the Professional Salary Table ("PST") in contravention of this mutual understanding. The facts  
26 of this case evidently establish that like the union in *Richards*, CCEA based its decision to agree  
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<sup>3</sup> This is per the "Pupil-Centered Funding Plan" for education funding in Nevada outlined in NRS 387.121.

1 to this understanding with CCSD surrounding the implementation of SRAP based on rational,  
2 legitimate, and non arbitrary reasoning informed by the factual and legal circumstances  
3 surrounding this most recent round of negotiations. CCEA has moreover demonstrated a  
4 legitimate, rational basis for making this agreement with CCSD during bargaining for SRAP.  
5

6       There exists no case law suggesting that CCEA is not within its broad discretion as the  
7 exclusive bargaining agent to come to this understanding with CCSD. Even if this understanding  
8 is not directly found in the text of the Negotiated Agreement, this is nonetheless a bargained-for  
9 and agreed to understanding between the employer and the bargaining agent, which this Board  
10 must presume to be valid absent countervailing evidence of conduct on the part of CCEA that  
11 was arbitrary, discriminatory, or bad faith. *Richards*, EMRB #788 at 2. Unlike even the  
12 agreement in question in *Richards*, where the suspension of merit pay increases almost certainly  
13 negatively impacted at least some members of the bargaining unit, there is no tangible harm that  
14 Complainant in the case at hand has credibly alleged that she has suffered. Unlike the employee  
15 in *Bennett*, who had a clear vested right in post-probationary employment based off of the  
16 unambiguous language in the CBA, the only right that it can be shown that the Negotiated  
17 Agreement provided to Complainant was her right to have her salary *reviewed* by both CCEA  
18 and CCSD to determine her *eligibility* for a new salary. *See*, CCEA Mot. Exhibit A, Article 26-  
19 26-5 and 26-26-6. Indeed, CCEA and CCSD did just that, and based on this review, determined  
20 that she was ineligible for an adjustment. CCSD Mot. at 5: 15-25. Clearly, this was not an illicit  
21 “side deal” envisioned by the court in *Bennett*. No guarantee was made to Complainant that she  
22 would receive a new salary placement as a result of this process, and CCEA never promised her  
23 that this would be the case. In fact, CCEA and CCSD have both explained to employees in mass  
24 communications throughout the SRAP timeline multiple times that degrees earned by employees  
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1 prior to June 2, 2016 would not be used to determine eligibility for a salary adjustment. *See*  
2 CCEA SRAP FAQ Document, attached hereto as Exhibit B; CCSD Mot. Exhibits 5 and 10. As  
3 opposed to the employee in *Bennett*, CCEA did not promise Complainant that she would be  
4 entitled to a salary adjustment pursuant to SRAP, and then proceed to collude in bad faith with  
5 CCSD to deny her this salary adjustment. Neither the facts of this case, nor the language of the  
6 Negotiated Agreement, suggest that this is the case.  
7

8           However, even if a negative impact of CCEA's negotiations pertaining to the  
9 applicability of degrees earned by employees for the purposes of SRAP can be gleaned from Ms.  
10 Gazala's Complaint, such a harmful impact, by itself, is insufficient to establish a DFR violation  
11 without any evidence of conduct that is arbitrary, discriminatory, or bad faith, as this Board has  
12 clearly held in *Richards*. Complainant has in turn proffered no such evidence that CCEA, in  
13 making this agreement with CCSD surrounding the interpretation and implementation of SRAP  
14 or that it acted in a manner that was arbitrary, discriminatory, or in bad faith so as to establish  
15 probable cause for a violation of the Association's duty of fair representation, other than that she  
16 is dissatisfied with the outcome of such negotiations, which this Board understands is not a  
17 violation at all of NRS 288, but rather an unavoidable byproduct of the complicated negotiations  
18 of a bargaining agent which represents the oftentimes conflicting interests of approximately  
19 18,000 employees.  
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22           Complainant in her Opposition appears to be unhappy that CCEA allegedly applied  
23 "unwritten criterion" when applying SRAP. However, in conjunction with CCEA's rational and  
24 legitimate basis for making this agreement with CCSD, there is no such requirement in NRS 288,  
25 nor in any other legal authority, that this agreement need to be put in writing for it to be valid and  
26 in compliance with the duty of fair representation. In fact, CCEA as the exclusive bargaining  
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1 agent is completely within its purview under NRS 288 to make an agreement with the local  
2 government employer surrounding direct monetary compensation, a mandatory subject of  
3 bargaining, which would encompass SRAP and its requirements. *Richards*, EMRB #788 at 2.  
4 Such oral agreements are even *expected* in the realm of labor relations, with the understanding  
5 that not everything could possibly be incorporated into the language of the CBA.  
6 *Inlandboatmens Union of Pac.*, 279 F.3d at 1079. Like almost every other union in this country,  
7 CCEA makes oral agreements with CCSD surrounding the implementation of the CBA on a  
8 frequent basis. If all of these understandings and agreements were required to be incorporated  
9 directly into the Negotiated Agreement, it would become an “unwieldy treatise” negatively  
10 envisioned by the Supreme Court in *Marquez* that would be neither accessible nor legible to  
11 bargaining unit members or to the CCEA officials tasked with implementing its terms. 525 U.S.  
12 at 47. This Board should not diverge from decades of labor law precedent and suddenly rule that  
13 the duty of fair representation is a duty to both provide the employee with everything they want  
14 and to put every single agreement made with the employer into the contract.  
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17  
18       Whereas the union in *Bennett* made an invalid side agreement in relation to a single  
19 employee, CCEA here simply negotiated with CCSD on behalf of all employees in its bargaining  
20 unit, and applied this interpretation uniformly and without discrimination. CCEA, proffering Dr.  
21 Brenda Pearson’s affidavit, explained how this process was conducted jointly by both parties in  
22 an anonymous fashion, with uniform standards. *See*, CCEA Mot. Exhibit C. Based on this  
23 mutual review and understanding, CCEA and CCSD jointly determined, as they did for every  
24 other employee who only submitted degrees conferred prior to June 2, 2016, that Complainant  
25 was not entitled to a salary adjustment because the degree she earned in 2005 was already used  
26 to place her onto the salary schedule then in effect at the time of her rehire with the District in  
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1 2015. CCEA Mot. at 5: 15-25; CCSD Mot. at 7: 14-16. Accordingly, Complainant has not come  
2 close to establishing probable cause that in agreeing to this interpretation and implementation of  
3 SRAP during the first bargaining session for the 2025-2027 Agreement, acted in a manner that  
4 was arbitrary, discriminatory, or in bad faith.

5  
6 **2. Complainant has offered no countervailing evidence that undermines CCEA's**  
7 **proof that it acted within its duty of fair representation in processing her SRAP application**  
8 **and determining that she was not eligible for a salary adjustment.**

9 CCEA in its Motion to Dismiss presented substantial evidence of both reaching a valid  
10 agreement with CCSD pertaining to the applicability of degrees conferred prior to June 2, 2016  
11 for the purpose of determining eligibility for a SRAP adjustment, and that it applied these  
12 negotiated parameters in a manner that was free from arbitrary, discriminatory, or bad faith  
13 conduct. Complainant in her Opposition curiously fails to address much of what CCEA has  
14 pointed out in its Motion, instead opting to rehash much of the contractual arguments she cited in  
15 her Complaint.  
16

17 CCEA in support of its Motion proffered a sworn statement from Dr. Pearson explaining  
18 the intent and understanding of both CCEA and CCSD pertaining to the acceptance of degrees  
19 conferred prior to June 2, 2016 towards employees' eligibility for a SRAP adjustment. CCEA  
20 Mot. Exhibit C. She explained that each SRAP application was reviewed by both CCEA and  
21 CCSD multiple times in an anonymous manner to prevent bias in the process, and that the agreed  
22 upon understanding with the District that degrees conferred prior to June 2, 2016 were not to be  
23 considered towards any employee's eligibility for a salary adjustment. *Id.* The negotiated criteria  
24 was uniformly applied, and Complainant was deemed by both CCEA and CCSD to be ineligible  
25 for an adjustment because her 2005 degree was already used to place her onto the salary schedule  
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1 in operation at the time of her 2015 re-hire at CCSD; she was not part of the class of employees  
2 that SRAP was bargained for. CCEA Mot. Exhibit C. Complainant in turn has offered no facts or  
3 evidence in her Opposition to counter CCEA or CCSD statements that the above criteria was  
4 bargained for and agreed to by the parties and was applied fairly, thoroughly and in a manner  
5 that was in line with the negotiated intent of SRAP. She has offered no countervailing evidence  
6 suggesting that CCEA acted outside a wide range of reasonableness in making this agreement  
7 with CCSD based on the economic, factual, and legal background existing at the time of  
8 negotiations, or otherwise any evidence of arbitrary, discriminatory, or bad faith conduct on the  
9 part of CCEA.  
10

11 CCEA additionally in its Motion exposed Complainant's contentions in her Complaint  
12 that there was a two-month gap in communication between her and the Association as  
13 completely untrue. Kristina Broils explains in her affidavit that she actively solicited employees  
14 at Complainant's school site to discuss SRAP and the reasons why they would have been denied.  
15 CCEA Mot. Exhibits B and F. Complainant and Ms. Broils met on February 18, 2026 to discuss  
16 her SRAP denial, where Ms. Broils explained to her the possible reasons for her being ineligible  
17 for a salary adjustment, and to which Ms. Gazala after this meeting wrote to her over email  
18 "Thank you for your help." *Id.* Complainant called the CCEA office a month later asking the  
19 same questions pertaining to her SRAP denial, for which Ms. Broils thoroughly investigated, and  
20 determined that she was indeed determined by both CCEA and CCSD to be ineligible for a  
21 salary adjustment because the degree she earned from 2005 was already used to place her back in  
22 2015 when she re-entered the District, which was again in line with the bargained for and agreed  
23 upon intent between the two parties to the CBA. *Id.* Complainant in her Opposition offers no  
24 evidence to refute these clear facts as to CCEA's rational, non discriminatory, and good faith  
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1 conduct. She indeed does not even address these contentions. These above omissions are telling  
2 because it reveals that Complainant has absolutely no countervailing evidence to refute the clear  
3 evidentiary record that CCEA acted upon a valid and negotiated understanding with CCSD in  
4 conformity with its statutory discretion as the exclusive bargaining agent, undertook its  
5 bargained for duty to *review* Ms. Gazala's SRAP application, and then, after her denial,  
6 investigated her question and articulated to her a true, rational basis for determining why she was  
7 ineligible for such an adjustment. Since Complainant, despite possessing an opportunity to  
8 demonstrate probable cause that CCEA, in carrying out its duty of fair representation, acted in a  
9 manner that was arbitrary, discriminatory, or in bad faith, has completely failed to do so, this  
10 Board should grant the Association's Motion to Dismiss. *Richards*, EMRB #788 at 2.

11  
12  
13 **3. No meaningful remedy can be afforded to Complainant, as her requests for relief**  
14 **have either been already performed by CCEA, or call for an action which the Board lacks**  
15 **the jurisdiction to take.**

16  
17 Aside from simply restating her incorrect arguments surrounding the CBA, Complainant  
18 in her Opposition sheds more light on the type of remedy she is looking for. She claims she is  
19 asking this Board "to require the Respondent to perform their duties properly- to direct CCEA to  
20 fulfill its duty of fair representation by independently evaluating and advocating her placement  
21 under the Agreement's actual terms, and to direct that her application be re-reviewed using only  
22 the criteria stated in Article 26-26-5, accompanied by a reasoned, individualized written  
23 determination." Opp. at 8: para. 21. She fails to mention that CCEA has already performed much  
24 of these requested remedies. CCEA *has* independently evaluated her SRAP submission as  
25 detailed by Article 26-26, multiple times, and determined that she is not eligible for a salary  
26 adjustment based on both the terms of the Agreement and its bargained for and agreed to  
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1 understanding with the District in place since June 25, 2025 that degrees earned prior to June 2,  
2 2016 were not to be considered when determining the employee's eligibility for a salary  
3 adjustment. CCEA Mot., Exhibits B-F. CCEA has already provided Complainant with her  
4 requested "reasoned, individualized written determination" that she was ineligible for a salary  
5 adjustment under SRAP because her only proffered degree was *already used* to determine her  
6 placement on the salary schedule *then in operation* at the time of her return to CCSD. CCEA  
7 Mot. Exhibit B. Complainant merely disagrees with this reasoned, individualized written  
8 determination, and it is well-known by this Board that it is not a duty of fair representation  
9 violation when the employee merely disagrees with the union's rational interpretation and/or  
10 understanding of the CBA.  
11

12  
13 Complainant's remaining requests for relief as they pertain to CCEA, including making a  
14 determination on her eligibility for SRAP based exclusively on the language of Article 26-26-5,  
15 and "advocating her placement under the Agreement's actual terms," cannot be granted without  
16 this Board stepping outside its jurisdiction under NRS 288 and interpreting the CBA, which this  
17 Board has acknowledged multiple times that it does not have the power to do. *Valentin*, EMRB  
18 #762 at 2 ("The Board does not have jurisdiction over claims which assert only a breach of a  
19 collective bargaining agreement"); *Clark County Classroom Teachers Ass'n.*, EMRB #44; *Reno*  
20 *Police Protective Ass'n.*, EMRB #16 at 3 ("Without an express grant of jurisdiction to this Board  
21 to construe the provisions of an existing collective bargaining agreement at the local government  
22 level, no such jurisdiction may be presumed"); *Crom*, EMRB #752B ("this Board has  
23 consistently held that it lacks jurisdiction over contractual disputes which do not allege a  
24 prohibited labor practice under the provisions of NRS Chapter 288"). These particular requested  
25 remedies, given the specific contractual nature of Complainant's allegations, would give this  
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1 Board no choice but to interpret the CBA in an impermissible manner. She is essentially  
2 attempting to get this Board to step in and say: 1) that CCEA and CCSD did *not* agree to a valid  
3 interpretation of the CBA pertaining to the eligibility of certain degrees to be used for a salary  
4 adjustment; 2) that only what is, in her mind, strictly in the language of Article 26-26 determines  
5 an employee's eligibility for a salary adjustment, irregardless of any other negotiations and/or  
6 communicated and agreed to understandings between the two parties to the CBA (which as  
7 explained above runs contrary to decades of labor law doctrine); and 3) that the language of  
8 Article 26-26 entitles her to such an adjustment in the first place, even though it makes no such  
9 guarantee and only provides that an employee's application will be reviewed if they submit the  
10 proper documentation. CCEA Mot. Exhibit A. All of these findings that would be necessitated  
11 by Complainant's requests for relief would require this Board to step in and make determinations  
12 surrounding a CBA that two parties have bargained and agreed to, which it patently lacks  
13 jurisdiction to do.

14  
15  
16 Complainant barely attempts to tie her contractual requests for remedy in a convoluted  
17 fashion to NRS 288, Opp. at 8: para. 21, but a diligent reading of her Opposition reveals this  
18 Complaint for what it is: an attempt to get this Board to step in between two parties to a CBA,  
19 and state "This is what your contract says," and "you can only use Complainant's interpretation  
20 of your contract," which would, conveniently, in Complainant's mind, entitle her to a salary  
21 adjustment. Again, Complainant has proffered no evidence which comes close to amounting to  
22 probable cause that CCEA acted in a manner that was arbitrary, discriminatory, or bad faith, or  
23 otherwise committed any sort of violation of NRS 288, and is instead merely using this Board as  
24 an appellate forum for hearing her incorrect contractual disputes. Any request for remedy by  
25 Complainant has accordingly been either mooted by CCEA's compliance with its duty of fair  
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1 representation and/or presents purely contractual issues that this Board has no authority to hear  
2 or grant relief for.

3 **III. CONCLUSION**

4 For the above reasons, this Board should grant CCEA's Motion to Dismiss this  
5 Complaint with prejudice.  
6

7 **DATED this 25<sup>th</sup> day of June, 2026.**

8 

9  
10 Dante Dabaghian (NV Bar No. 16837)  
11 General Counsel  
12 Clark County Education Association  
13 4230 McLeod Drive  
14 Las Vegas, NV 89121  
15 [ddabaghian@ccea-nv.org](mailto:ddabaghian@ccea-nv.org)  
16 *Attorney for Respondent, CCEA*  
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**EXHIBIT A**





1 place at the time according to both their experience and their education. The use of these  
2 employees' degrees to place them onto the then-operative salary schedule was considered a  
3 settled matter by the parties.

4  
5 7. In June of 2022, CCEA and CCSD agreed to a Memorandum of Agreement that, in  
6 relevant part, created a new Salary Table, effective August 1, 2022. In order to maintain CCSD's  
7 competitiveness in the market for attracting new teacher hires, the parties agreed to delete the  
8 first five steps in Column I and the first step in Column II of the then-existing Professional  
9 Salary Table ("PST") and have Column I, Step F be the entry level salary for incoming  
10 employees with no prior experience as a licensed personnel. As a result of this adjustment,  
11 employees who were already placed in Column I, Steps A through E, and Column II, Step A on  
12 this PST moved down to either Column I, Step F, or Column II, Step B. The employees who  
13 were already placed in these columns and steps prior to the agreement of the June 2022 MOA  
14 did not receive such a salary increase. This created the issue that CCEA and CCSD referred to as  
15 "Compaction," which the parties verbally agreed to address in the next round of CBA  
16 negotiations.  
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19 8. For the 2023-2025 Negotiated Agreement, CCEA and CCSD were unable to agree on a  
20 solution to the Compaction issue. However, by arbitral agreement, the parties agreed to a new  
21 PST that took effect on February 1, 2024. As a result, employees hired on or after February 1,  
22 2024 were placed on the PST according to their applicable education and experience. Employees  
23 hired prior to February 1, 2024 received a 10% increase to their existing salary, and were placed  
24 in the Column and Step that most closely reflected their existing salary, with the 10% increase.

25  
26 9. After the 2023-2025 Negotiated Agreement was executed between CCEA and CCSD,  
27 CCEA, still determined to address the Compaction issue for its represented employees, solicited  
28

1 a "Compaction Survey" to employees where they could submit their relevant degrees, transcripts,  
2 and other educational information in an effort to gather data to use in support of a proposal that  
3 would address the Compaction issue for the next CBA. In analyzing this data, CCEA was careful  
4 to distinguish degrees earned prior to the 2015-2016 school year, as opposed to degrees earned  
5 after that time, because those degrees were already credited to place employees on the salary  
6 schedule that was then in effect at the time, and what CCEA wanted to determine was the  
7 number of employees with relevant degrees which were **not yet** used towards their placement on  
8 **any** salary schedule.  
9

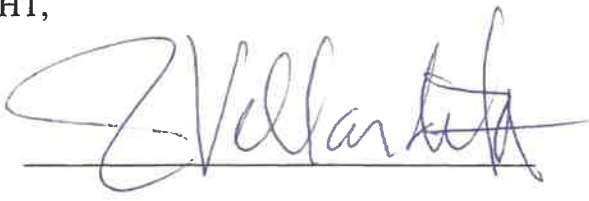
10 10. The economy, and consequentially, both funding from the Nevada Legislature and  
11 CCSD's budget sharply decreased in 2025. In addition, funding for CCSD is tied to student  
12 enrollment per NRS 387's Pupil-Centered Funding Plan. Student enrollment at CCSD decreased  
13 going into the 2025-2026 school year, which meant declining funds allotted from the Legislature  
14 to the District. As a result, CCEA and CCSD opened up negotiations for the 2025-2027  
15 Negotiated Agreement with the reality of a significantly smaller pot of money to work with than  
16 in previous bargaining cycles. Still wanting to address the Compaction issue for affected  
17 employees in the bargaining unit, CCEA was able to have CCSD commit to \$10 million for the  
18 next two fiscal years in funding to address the problem through both reviewing degrees,  
19 transcripts, and other materials submitted by employees to CCEA, and jointly determining  
20 whether each employee, based on the submitted materials, was eligible to receive an adjustment  
21 to their salary. This process became known as SRAP. The parties agreed that SRAP would cover  
22 two groups of employees: those who were "compacted" due to the changes to the PST enacted  
23 by the June 2022 MOA, and those who were hired prior to February 1, 2024, but had not yet  
24 been placed on a current or previous PST according to their relevant education and experience.  
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1           11. Due to the limited funding available, along with the shared understanding by CCEA  
2 and CCSD that degrees earned by employees prior to the 2015-2016 school year were already  
3 factored into their salary placement onto the salary schedule then in place, the parties mutually  
4 agreed, at the first bargaining session for the 2025-2027 Negotiated Agreement on June 25,  
5 2025, that degrees conferred to an employee prior to the 2015-2016 school year would not be  
6 used in determining whether or not they were qualified to receive a salary adjustment. The  
7 parties understood employees with only degrees conferred prior to the 2015-2016 school year to  
8 not be in either of the above two groups of employees that SRAP was intended to address. Since  
9 this first bargaining session, this has continued to be the understanding between CCEA and  
10 CCSD.  
11

12           12. In applying the bargained-for criteria in implementing SRAP, CCEA and CCSD  
13 jointly determined that 1,533 employees were qualified for a salary adjustment, for Phase I of the  
14 review process alone. Of these qualified employees, 827 of them have not yet been able to  
15 receive their salary adjustments because the allotted funding for this effort had run out. Although,  
16 under Article 26-26-9 of the 2025-2027 CBA, CCEA and CCSD have agreed to secure  
17 additional funding during the 2027 Legislative Session to secure funding for those qualified  
18 employees waiting on a salary adjustment, CCEA is under no ability to diverge from its mutual  
19 understanding with the District and attempt to suddenly expand its definition of who is qualified  
20 for an adjustment, given the lack of funding and those who actually qualify for an adjustment not  
21 having yet received one.  
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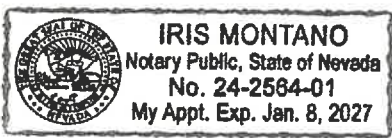
1 FURTHER YOUR AFFIANT SAYETH NAUGHT,

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John Vellardita

SUBSCRIBED and SWORN to before me this 18<sup>th</sup> Day of June, 2026.



NOTARY PUBLIC in and for said  
CLARK COUNTY and NEVADA



# **EXHIBIT B**



## FAQ: Salary Review Adjustment Process

For the 2025-27 Negotiated Agreement between CCSD and CCEA, [click here](#). Per the CCEA Negotiated Agreement, all results are final and not subject to appeal or the grievance procedure.

### 2025-27 CCSD/CCEA Contract

#### How will salary advancements be granted?

Salary advancements for eligible employees are granted *in order of district-level seniority* in the following groups or tiers:

**Tier I:** eligible employees who were negatively affected by the compaction of the salary table in 2022.

**Tier II:** eligible employees in Title I schools.

**Tier III:** eligible employees in non-Title I schools.

#### How is compaction defined?

In 2021-2022, the lower end of the Professional Salary Table (PST) was increased to \$50,115. When this change occurred, educators making less than \$50,115 had their base salary increased to \$50,115.

Employees who ended the 2021-22 school year at the following columns and steps were identified as being most negatively impacted by adjustments to the Professional Salary Table.

- Employees on I(G) and II(C)
- Employees on I(H) and II(D)
- Employees on I(I) and II(E)

### SRAP Review Process

#### How was my SRAP submission reviewed?

CCEA and CCSD meticulously reviewed each submission for the required documentation stated in Article 26-26-5, and a strict criteria was applied to everyone as indicated in Article 26-26-6. There were multiple levels of anonymous review by both CCEA and CCSD, where degrees attained and graduate credits that led toward endorsements were reviewed. Both parties met on a regular basis and agreed upon results.

#### I submitted for Phase I of the SRAP, and I am in a non-Title school. Why did I not receive my results?

CCSD and CCEA are currently reviewing the Phase I Tier III submissions. Once the results are finalized, you will receive an email.

### Education Placement

#### How were my degrees accepted for placement?

Not all education will be considered in your salary review and adjustment. According to Article 26-26, educational attainment must be from an accredited institution and must

directly align with the subject matter you currently teach in or your Nevada Department of Education licensure.

### **How is the criteria for degree applicability applied?**

Article 26-26-5(d) states that all education attained must be *directly and precisely applicable* to the subject matter in which you currently serve and/or your licensure. Both parties mutually agreed upon the degrees that would and would not align to subject matter and licensure. [Nevada Department of Education endorsements](#) currently reflected on the licensed employee's license were accepted if they met the completion requirements.

### **My education completed or conferred prior to June 2, 2016 was not considered in my salary review. Why?**

The salary review and adjustment process is not intended to address any possible negative impact on the salary schedule change that occurred in 2015-16. Article 26-4 of the 2015-17 CCSD/CCEA CBA stated that education attained during the 2015-16 school year could either result in an adjustment on the salary schedule or accrue contact units toward an adjustment on the salary schedule through the Joint Hearing Panel. June 2, 2016 was the last day of the academic year, so any adjustment to educational attainment was resolved through the Joint Hearing Panel at that time.

### **What education is reflected in the results?**

Article 26-26-5 states the necessity of providing all necessary evidence and documentation of educational attainment; educators had the opportunity to submit documentation to CCEA and/or CCSD by October 1, 2025. Article 26-26-5(c) states that unofficial or official transcripts are from accredited institutions and that they *must* include the primary area of focus, the degree awarded, and the degree conferral date.

## **Experience Placement**

### **How does experience prior to 2015-16 count for an adjustment?**

Each licensed employee who began in CCSD prior to the 2015-16 school year was placed on the salary schedule according to the contract in place at that time, which considered both years of service in public schools and education attained.

### **I began as a licensed employee prior to 2015-16 and have experienced lost steps. Why can't I get an adjustment for those steps?**

Article 26-26-5(i) states that some licensed employees may not receive full credit for their experience due to caps on steps on the previous salary schedule. Prior to 2015-16, licensed educators would only be granted annual step increases until they hit the bottom of the column on the salary schedule. This was stipulated in the existing contract at that time, and no adjustments will be made to years of service for being capped out on the bottom of the column.

## **Determining Adjusted Placement**

### **How are salary adjustments for eligible licensed employees granted?**

Salary advancements are granted *in order of district-level seniority* according to the eligible employee's identified tier:

- **Tier I:** eligible employees who were negatively affected by the compaction of the salary table in 2022.
- **Tier II:** eligible employees in Title I schools.
- **Tier III:** eligible employees in non-Title I schools.

**How was it determined if I would receive an adjustment for my educational attainment?**

1. Your current column placement on the salary schedule was determined.
2. The eligible education attained was considered according to the conferral or completion date. In other words, your degrees were not cumulatively, but chronologically, considered.
3. If your eligible education *resulted in a placement on the salary schedule which was higher than you were currently placed*, you were granted an adjustment to that column.
4. If your eligible education *resulted in a placement on the salary schedule which was lower than you were currently placed*, no adjustment was granted for education.

**How was it determined if I would receive an adjustment for my experience?**

Between March 1, 2016 and February 1, 2024, newly hired CCSD licensed employees were initially placed on the salary schedule by matching their previous educator salary. Licensed employees who were found to have eligible experience were moved the additional number of steps on their current column to align with the number of years of eligible experience, with no movement awarded past Step J on their current column. This process aligns with the current initial placement practice agreed by both parties.

**Phase I: Adjustment Timeline**

**I have received an email stating I am eligible for an advancement. When will I see the adjustment on my pay?**

Salary adjustments for FY26 will be reflected by the end of February 2026, on the second paycheck for the CEY pay group or by the end of March 2026, on the second paycheck for the CER pay group. Per the CCEA Negotiated Agreement, SRAP adjustments are not retroactive.

**How do I know if I am in the CEY or CER pay group?**

Please review your CCSD paystub using HCM to view whether you are considered either part of the CEY or CER paygroup. This information is located at the top of your paystub.

**Will I receive retropay for my SRAP adjustment?**

No. Article 26-26-3 states that no retroactive implementation of any salary adjustment will be made pursuant to the SRAP.

**I have been informed that I am eligible for an adjustment, but the allocated funds were exhausted. What should I expect next?**

Article 26-26-8 states that the SRAP will be repeated in the fiscal year 2027 if there are available funds. Those licensed employees who were found eligible for a salary advancement under the SRAP but were not given the adjustment shall be the first in line for an adjustment in fiscal year 2027, based upon available funding.

**If I do not agree with the results of my SRAP, can I appeal the results?**

No, Article 26-26-6(d) states that all reviews and results are final and not subject to appeal or the grievance procedure.

**SRAP Phase II**

**When will Phase II of the SRAP begin?**

The application process reopened on January 1, 2026 and will end on February 27, 2026. According to Articles 26-26-4 and 26-26-5(a-e), all documents submitted must have a conferral date aligned with the original October 1, 2025 deadline to ensure equitable review. Transcripts conferred after October 1, 2025, are not applicable for the SRAP but may be applicable through the Professional Growth System.

**How do I access the SRAP Phase II survey?**

If you believe you are eligible for an SRAP salary adjustment but have not submitted an SRAP survey, you may do so [here](#).

**Ineligible For the SRAP Review**

**I am a former CCSD administrator and have returned to CCSD as a licensed employee. Why was I denied an adjustment on the SRAP?**

Article 26-21 places you according to Article 26-8, and then applies additional adjustments as determined by your current position in schools. No additional SRAP adjustment will be made to your salary placement.

**Previously I was a CCSD teacher who transferred into a position as an audiologist, counselor, school mental health professional, school psychologist, social worker, or speech and language pathologist. Why was I denied an adjustment on the SRAP?**

Article 26-2-3 provides new placement on the salary schedule aligned with Article 26-8 for these job classes. The school district has the sole discretion to adjust the salary of these licensed employees. No additional SRAP adjustment will be made to your salary placement.

**I am a licensed employee who started in CCSD on or after February 1, 2024, but I am ineligible for a salary review. Why?**

Article 26-26-4 states that current licensed employees were placed on or after February 1, 2024 according to their experience and education. This means that your education and experience has already been taken into consideration for salary placement.