

March 1, 2010

Mr. Stephen Augspurger  
Executive Director  
Clark County Association of School Administrators  
and Professional-technical Employees  
4055 South Spencer St, Suite 230  
Las Vegas, Nevada 89119

Terri Janison, President  
Carolyn Edwards, Vice President  
Dr. Linda E. Young, Clerk  
Chris Garvey, Member  
Larry P. Mason, Member  
Sheila Moulton, Member  
Deanna L. Wright, Member

Dr. Walt Rulffes, Superintendent

Dear Mr. Augspurger:

This responds to your letter dated February 16, 2010. You have written your letter to express your “frustration and disappointment regarding the status of negotiations between CCASAPE and CCSD.”

Your suggestion that CCASAPE supports the notion of “shared sacrifice” is undermined by the position that CCASAPE has consistently taken at the bargaining table. As you are well aware, CCASAPE has “categorically rejected any reduction in compensation and/or benefits” since its first meeting to negotiate the current contract. CCASAPE has now declared negotiations to be at impasse. The employees which you criticize in your letter accepted a furlough day and reduced salary schedule – if CCASAPE employees did the same, the PERS issue would have been resolved. Instead, CCASAPE has forced more litigation and arbitration over the .5% PERS salary decrease which the confidential employees already accepted.

You claim that the contracts were approved in closed session, and in violation of the Open Meeting Law. You are incorrect. The negotiations for the contracts occurred in closed session as is authorized by NRS 288.220, which provides that “any negotiation or informal discussion between a local government employer and an employee organization or employees as individuals, whether conducted by the governing body or through a representative or representatives” is not subject to any provision of NRS which requires a meeting to be open or public. The contracts were approved in the Board’s open session on October 7, 2009, as is evident in the minutes which you attached to your letter, and incorporated by reference the current long-standing confidential contracts with the changes listed. The approval of these contracts by the Board did not violate the Open Meeting law.

You indicate that the confidential contracts must be consistent with the terms of the Agreement between CCASAPE and CCSD. Once again, you are incorrect. NRS 288.170(4) provides:

Confidential employees of the local government employer must be excluded from any bargaining unit but are entitled to participate in any plan to provide benefits for a group that is administered by the bargaining unit of which they would otherwise be a member.

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Confidential employees therefore “are entitled to participate in” benefit plans of CCASAPE. Your threat to file an unfair labor practice is particularly hollow in light of CCASA v. CCSD, Item No. 513A, Case No. A1-045721 (January 23, 2003) in which the Employee Management Relations Board denied CCASA’s similar claims on virtually the same set of facts.

Finally, your letter concludes with the statement that a confidential employee “has a sick leave benefit in excess of \$43,000.” That statement, in conjunction with the recent article which appears in the Las Vegas Review-Journal, which attributes the source of the various personal sick leave balances of the confidential employees to CCASAPE, leads to the inescapable conclusion that CCASAPE was responsible for the release of private employment information about those administrators. Such an invasion of the privacy of those employees by disclosing their sick leave balances is unconscionable. Apparently, you believe that rules of confidentiality of personal information only apply to your members, but once again, you are incorrect.

Sincerely,

A handwritten signature in cursive script that reads "Terri Janison".

Mrs. Terri Janison  
President  
CCSD School Board of Trustees

c:  
Board of School Trustees  
Confidential employees