

CLARK COUNTY ASSOCIATION
OF SCHOOL ADMINISTRATORS AND
PROFESSIONAL-TECHNICAL EMPLOYEES

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March 9, 2010

Mrs. Terri Janison
President, Board of School Trustees
Clark County School District
5100 W. Sahara Avenue
Las Vegas, NV 89146

Dear Mrs. Janison:

I am providing this letter as the CCASAPE response to your letter dated March 1, 2010.

I must admit, I was surprised with the content of your response, as it failed to address the specific concerns which were brought to your attention in my letter dated February 16, 2010.

You may recall in that letter, I spoke to two issues: (1) the drastic financial crisis which last spring and summer resulted in the Clark County School District cutting \$120 million from its budget and in the process, laying off hundreds of employees, reducing financial support to schools and central divisions, and reducing the salary of school police, support staff and administrative and professional-technical employees; and (2) in spite of the direst of financial circumstances, the Board approval of confidential employee contracts that provided special benefits and cash payouts worth well over \$100,000 to the five highest paid confidential employees in the District.

I believe that our members and the public at large have a right to understand why contracts, with special and expensive benefits, were approved by the Board for a select group of highly compensated employees at a time of huge budget cuts, unilateral salary reductions, employee layoffs and a call for "shared sacrifice" from all employees.

Please understand, Mrs. Janison, it is not my desire or intent to engage in an argumentative letter writing campaign, however, I believe it is essential for the Board of School Trustees of the fifth largest school system in the country, to respond directly to the important issue raised in my letter. The topic has certainly received ample attention through the three articles published recently in the Las Vegas Review Journal. Additionally, the cartoon published on the RJ editorial page on Thursday, March 4, 2010, clearly captured the essential issue of what "shared sacrifice" means, to CCSD employees and the public at large, even though you have chosen not to address this most significant issue in your March 1 response to me.

While I wish to resist the urge to respond to the many inaccuracies contained in your letter, I believe to do so would send the message that you were correct, and that clearly is not the case. I believe that our members and the public have the right to know the truth. The following is, therefore, provided to you:

You assert: "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."

Reality: In Article 11-4, the number of release days for the Welfare Trust's Board of Trustees was reduced from 50 days to 40 days. Article 13-9, which provided a Health Reimbursement Account for up to \$20,000 for retiring administrators and professional-technical administrators, was deleted from the contract. Article 20-12, performance pay, was also deleted from the current agreement.

You assert: "Instead, CCASAPE has forced more litigation and arbitration over the .5% PERS salary decrease which the confidential employees already accepted."

Reality: In July, CCASAPE filed a grievance when the District unilaterally and without regard to the negotiation process reduced the salary of district administrators and professional-technical employees. An arbitrator selected by the District and CCASAPE issued a final and binding decision that the Negotiated Agreement between CCASAPE and the District had been violated by the District. Despite the fact that the District had agreed that the decision was final and binding, the District filed a petition in District Court to vacate the arbitrator's opinion and award.

You assert: "The contracts were approved in the Board's open session on October 7, 2009, as is evident in the minutes which are attached to your letter and incorporate 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."

Reality: The Board Agenda Item 3.06 Employee Relations specifically states, "including contract discussions for salary and benefits for confidential employees assigned as Deputy Superintendent of Instruction, Deputy Superintendent for Student Support Services, Chief Financial Officer, Chief Human Resources Officer, and General Counsel." There is no mention of approving or ratifying the confidential employees' contracts. Additionally, there had never been a confidential contract for the Chief Human Resources Officer and, therefore, cannot be long-standing.

You assert: You indicate that the confidential contracts must be consistent with the terms of the Agreement between CCASAPE and the District. 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."

Confidential employees, therefore, are entitled to participate in benefit plans of CCASAPE.

Reality: You failed to read further. NRS 288.140 (2) provides:

"The recognition of an employee organization for negotiation, pursuant to this chapter does not preclude any local government employee who is not a member of that employee organization from acting for himself with respect to any condition of his employment, but an action taken on a request or in adjustment of a grievance shall be consistent with the terms of an applicable negotiated agreement, if any."

You are correct and we agree that confidential employees "are entitled to participate in" benefit plans of CCASAPE, and they do.

You assert: "Your threat to file an unfair labor practice is particularly hollow in light of CCASA v. CCSD, Item No. 513A, Case No. A1045721 (January 23, 2003) in which the Employee Management Relations Board denied CCASA's similar claims on virtually the same set of facts."

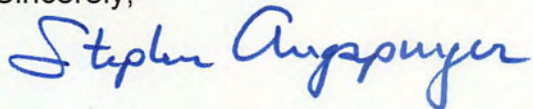
Reality: The claims in 2003 were very different than the claims that will be made in 2010. Enhanced benefits will not be considered in 2010.

Your inaccuracies and omissions aside, Mrs. Janison, the message of your letter is, unfortunately, unmistakable. The RJ cartoon captured it perfectly...employees of the Clark County School District may be valued, but they are not as valued as

the highest paid central office confidential employees. Special perks and cash benefits that no one else receives were provided to a select group. How do you justify this to your employees and to the public?

I reiterate the desire of the Clark County Association of School Administrators and Professional-technical Employees is to work with the Clark County School District to find the most efficient method of making the necessary financial reductions. As a first step toward that end, I am requesting again, that the confidential contracts be rescinded.

Sincerely,



Stephen Augspurger, Executive Director
Clark County Association of School Administrators
and Professional-technical Employees

- c Board Members
- CCASAPE Representative Council
- Dr. Lauren Kohut-Rost
- Ms. Charlene Green
- Mr. Jeff Weiler
- Ms. Martha Tittle
- Mr. Bill Hoffman
- Dr. Walt Rulffes
- John Jasonek – CCEA
- Rubin Murillo – CCEA
- Michael Thomas – POA
- Brian Christiansen – ESEA
- Las Vegas Review Journal