

Nicole Malich

From: John Bailey [REDACTED]
Sent: Monday, May 2, 2022 2:34 PM
To: Nicole Malich
Subject: Jara / CCSD Board of Trustees
Attachments: 22.05.02 Malich It re Jara Options.PDF

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Nicole: Please see attached. Thanks. JRB

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Privileged Communication – Mediation

May 2, 2022

Via Certified Mail – Return Receipt Requested

And



Email: 

Nicole R. Malich
Deputy District Attorney
Clark County District Attorney's Office
500 S. Grand Central Parkway
Las Vegas, Nevada 89155

Re: Dr. Jesus Jara

Dear Nicole:

I am following up on our telephone conversation on April 21, 2022, and the pending mediation that began on February 28, 2022.


 It is my understanding that several of your client members (i.e., members of the CCSD Board of Trustees) continue to violate the written Assurances agreed to by the parties in December 2021, and that there is complete dissension among many of them as to how to move forward with Dr. Jara as the District's Superintendent — while disconcerting, it is not surprising given the history of misguided and inappropriate conduct by some of the Trustees.

As you will recall, this matter began when Dr. Jara received a note dated November 1, 2021, from the President of the CCSD Board of Trustees (Linda P. Cavazos) advising him that the Board voted (on October 28, 2021) to terminate his employment contract for convenience. Thereafter, by letter dated November 5, 2021, I advised your predecessor (Mary-Anne Miller) in her capacity as County Counsel for the Board that, among other things and prior to the termination for convenience notification from Trustee Cavazos, Dr. Jara had notified the Board (in closed session) of the "severe and pervasive hostile work environment resulting from the ongoing pattern and practice of harassment by [particular members of] the Board." I went on to set forth: (i) specific examples of such harassment and retaliation, including an admission from a Board member that "the Board's harassment and retaliation would not stop;" (ii) the amount of money owed to Dr. Jara at that time (i.e., \$657,131.39) due to the termination for convenience; and (iii) a demand for \$2 million to compensate Dr. Jara for being subjected to a hostile work environment, harassment, and retaliation by certain Trustees.

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Thereafter, the Board publicly disclosed that it may vote (on November 18, 2021) to reconsider its prior termination of Dr. Jara for convenience. Upon learning this information, I sent a letter on behalf of Dr. Jara to Ms. Miller advising her that:

As you know, and in light of the Convenience Termination, if the Action [to reconsider the termination and then ask Dr. Jara to continue as Superintendent] occurs, legally Dr. Jara has no obligation to comply with the Action; that is, he is fully entitled to the compensation specified in his Contract based on the Convenience Termination, together with the other relief set forth in the November 5th Letter. Nonetheless, please be advised that if Dr. Jara does accommodate the Board by agreeing to remain as the Superintendent subject to certain conditions (yet to be determined), **he is not waiving any rights to the claims and relief set forth in the November 5th Letter, including his rights based on the Convenience Termination.**

(Emphasis added.)

As history informs, the Board did vote on November 18, 2021, to reconsider Dr. Jara's termination for convenience and he did accommodate the Board's request to continue as the District's Superintendent subject to the written Assurances agreed to by the parties in December 2021. At the Board's request, he also agreed to mediate the matters identified in my November 5th Letter before filing a legal action (if mediation proved to be unsuccessful).

I write to you now because we believe it is important for you, as legal counsel for the Trustees, to have a very clear understanding of what we believe are the viable options going forward. Specifically, we view the Trustees' present options as:

OPTION NO. 1 — Stability for CCSD

[REDACTED]

- [REDACTED]

- [REDACTED]

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[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

OPTION NO. 2 – One School Year Contract Extension¹

Dr. Jara’s employment agreement is extended to June 30, 2023, and he receives retroactive compensation for increases similar to those paid by the District to its employees, teachers, support professionals and administrators; specifically:

Contract Base Pay-	\$320,000
3% Increase effective 7/1/2019-	\$9,600
5% Increase effective 7/1/2019 (Step equivalent)	\$16,480
Base Effective 7/1/2019	\$346,080
5% Increase Effective 7/1/2020 (Step equivalent)	\$17,304
Base Pay Effective 7/1/2020	\$363,384

¹ Notwithstanding his present right to leave based on the Board’s termination of his employment agreement for convenience and notwithstanding the continued violations of the written Assurances by certain Trustees.

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3% Increase effective 7/1/2021	\$10,902
5% Increase effective 7/1/2021 (Step equivalent)	\$18,714
Contract Base Pay effective 7/1/2021	\$393,000

This retroactive payment in the amount of \$142,464.00 would be paid to Dr. Jara on or before an agreed-upon date in 2022. In addition, the District would (i) pay Dr. Jara \$1.5 million as consideration for a release of his hostile work environment, harassment, and retaliation claims, and (ii) reimburse Dr. Jara for his attorneys' fees. (The amount for attorney's fees and consideration for the release could be structured as a signing bonus for the 2022-2023 school year, in addition to retroactive payment.) On July 1, 2022, Dr. Jara would also receive any compensation increases similar to those paid by the District to its employees, teachers, support professionals and administrators for the 2022-2023 school year, which would be applied to the Base Pay effective July 1, 2021, as set forth above.

OPTION NO. 3 – Dr. Jara leaves CCSD in January 2023²

Dr. Jara remains the District's Superintendent until January 15, 2023 (the natural expiration of the employment agreement) and the District pays him \$2 million to fully resolve the hostile work environment, harassment, and retaliation claims.

If the Board is not agreeable to any of the foregoing options and a formal resolution is not reached by June 1, 2022, Dr. Jara will deem the Board's request to mediate the disputes between the parties to be nothing more than a contrived gesture done in bad faith while certain of the Trustees continue to violate the written Assurances. Accordingly, Dr. Jara will be left with no alternative but to: (i) deem his employment agreement terminated for convenience by the Board; (ii) seek the remaining compensation under his employment agreement due to the termination for convenience; and (iii) pursue litigation based on his claims for hostile work environment, harassment, and retaliation. Please advise. Thank you.

Sincerely,



John R. Bailey

JRB\ano

² Id.