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November 5, 2021

Via Certified Mail – Return Receipt Requested

And

Email: Mary-Anne.Miller@clarkcountynv.com

Mary-Anne Miller
County Counsel
Clark County District Attorney's Office
500 S. Grand Central Parkway
Las Vegas, Nevada 89155

Re: **Dr. Jesus Jara**

Dear Ms. Miller:

I write to you as legal counsel for Dr. Jesus Jara, and in your capacity as County Counsel for the Clark County School District Board of Trustees (the "Board") in connection with the Board's action on October 28, 2021, to terminate Dr. Jara's employment, for convenience, and related employment issues.

By way of background, on or about May 2, 2018, the Clark County School District (the "District"), acting by and through its Board, approved an Employment Agreement between the Board and Dr. Jara, which was executed on or about May 17, 2018, and has since been amended (the "Contract"). The current term of the Contract expires on January 15, 2023.

On October 28, 2021, and prior to the Board's termination of the Contract, Dr. Jara notified the Board, in closed session, of a severe and pervasive hostile work environment resulting from the ongoing pattern and practice of harassment by the Board; and, in particular, the Board's President and several Board members (namely, Trustees Cavazos, Ford, and Guzman). This harassment included, without limitation, actions by the Board and individual Board members in violation of (i) the Contract, (ii) Board policies, (iii) Dr. Jara's due process rights, and (iv) Nevada's open meetings laws (i.e., NRS Chapter 241), among others. All of these actions were undertaken with the malicious purpose of tarnishing Dr. Jara's esteemed reputation with his staff, students, parents and community leaders in furtherance of their goal of ousting him from his employment. Dr. Jara then indicated that he was eager to continue the excellent work of the District, but he requested that the Board take actions to stop the systemic harassment and hostile work environment, and he asked the Board what they were going to do to stop the harassment.

Mary-Anne Miller
November 5, 2021
Page 2

The Board gave him a resounding answer later that same evening. In direct retaliation for Dr. Jara's complaint about the severe and pervasive hostile work environment to which he was subject, the Board voted (4-3) to terminate his Contract. The three Board members who were the primary perpetrators of the harassment of which Dr. Jara complained all voted to terminate his Contract. In fact, Trustee Cepeda (who admitted to Dr. Jara on at least two occasions that the Board was harassing him and that the Board's harassment and retaliation would not stop), also voted to terminate his Contract. On November 1, 2021, Dr. Jara received a letter from Board President Linda P. Cavazos which states:

Pursuant to the vote of the Board of Trustees on October 28, 2021, you are hereby noticed that your employment contract is terminated for convenience effective 30 days from the date of delivery of this notice.

The retaliation and harassment did not stop there, however. Shortly after the meeting on October 28, 2021, Trustee Danielle Ford, who voted in favor of terminating the Contract:

- Tweeted a video of a mock obituary of Dr. Jara showing a photo of Dr. Jara with the caption "A celebration of life 2018-2021," representing Dr. Jara's tenure at the District; and
- Posted a meme depicting Jara with the caption "I would've gotten away with it too if it wasn't for those meddling kids and their stupid dog." Underneath the picture of Dr. Jara was a picture depicting the characters of Scooby Doo with the heads of the four Trustees Cavazos, Guzman, Ford and Cepeda replacing those of the Scooby Doo characters.

Again, another effort to tarnish Dr. Jara's reputation and to suggest that his termination for convenience was really based on cause, something Board President Cavazos previously suggested in a text in which she publicly indicated that Dr. Jara's termination was supported by good cause, but that would have caused a public outcry. Dr. Jara was not provided due process in connection with such public allegations.

On behalf of Dr. Jara, I write to address two specific issues arising from the Board's severe, pervasive and retaliatory actions. First, to clarify the amount owed to Dr. Jara pursuant to section 7b of the Contract—Termination for Convenience. Second, I write to discuss terms upon which Dr. Jara, before initiating litigation, is willing to resolve his claims for breach of contract, hostile work environment and retaliation.

Mary-Anne Miller
 November 5, 2021
 Page 3

Termination for Convenience

Section 7b of the Contract – Termination for Convenience by Board – states as follows:

The Board may terminate this Agreement by providing Dr. Jara with thirty (30) days of written notice of the termination. In the event of such notice, this Agreement shall be at an end on that 30th day. Dr. Jara shall be paid all salary and monetary equivalent of employee benefits owing to Dr. Jara hereunder until the end of the term or extension of this Agreement. Other than said payments and the payout of accumulated benefits as provided herein in Paragraph 5(b), the Board and District shall have no further obligation to Dr. Jara under this Agreement.

On the effective date of the termination of the Contract (i.e., December 1, 2021), Dr. Jara will have 13.5 months remaining on the term of his Contract—through January 15, 2023. Section 7b requires the Board to pay Dr. Jara all salary and the monetary equivalent of employee benefits owed to him. Based on our calculations, the following represents a breakdown of Dr. Jara’s salary and benefits:

BREAKDOWN ANNUAL SALARY AND BENEFITS DR. JESUS JARA			
SECTION	CONTRACT PROVISION	MONTHLY AMOUNT	ANNUAL AMOUNT
5a	SALARY		\$ 320,000.00
5b1	HEALTH INSURANCE	\$ 2,582.00	\$ 30,984.00
5B3	VEHICLE	\$ 700.00	\$ 8,400.00
5B4	TECHNOLOGY		\$ 3,000.00
5B5	PROFESSIONAL EXPENSES	\$ 600.00	\$ 7,200.00
5B5	PROFESSIONAL EXPENSES		\$ 4,000.00
5B6	LEAVE		\$ 6,504.07
5B7	WELLNESS		\$ 5,000.00
	RETIREMENT		\$ 46,400.00
	TOTAL ANNUAL SALARY AND BENEFITS		\$ 431,488.07
	MONTHLY SALARY AND BENEFITS		\$ 35,957.34
13.5	MONTHS SALARY AND BENEFITS		\$ 485,424.07

Mary-Anne Miller
November 5, 2021
Page 4

Pursuant to the Contract, the value of salary and benefits for the remaining term of the Contract is \$485,424.07. In addition, the District owes Dr. Jara for the value of his accrued but unused leave days in the amount of \$171,707.32, which is comprised of: 132 days (60.5 vacation, 5.5 personal leave and 66 sick leave) at his daily rate of \$1,300.81/day. His daily rate was calculated by dividing his salary by 246. Thus, the combined amount owed Dr. Jara pursuant to the Contract is \$657,131.39.

Please note that the Contract does not require Dr. Jara to release claims against the District to receive this amount.

Accordingly, on December 1, 2021, please ensure that the District tenders a check to my office made payable to Dr. Jara in the amount of \$657,131.39.

Hostile Work Environment, Retaliation, Breach of Contract, Violation of Due Process


Before pursuing litigation, Dr. Jara is willing to enter into a Mutual Release and Settlement Agreement with the District which contains the following principal terms, together with other terms customary to such agreements:

- The effective date of Dr. Jara's termination would be January 1, 2022 (the extra month is already included in the payment of \$657,131.39 above) and this would be distributed in accordance with Dr. Jara's instructions to the District on or before December 1, 2021;
- As consideration for a full release of all claims by Dr. Jara against the District, the Board, and individual Board members, the District would pay Dr. Jara \$2 million, in addition to the \$657,131.39 that is owed under the Contract; and
- The District would pay attorney's fees incurred by Dr. Jara, not to exceed \$50,000.

Mary-Anne Miller
November 5, 2021
Page 5

Given that (i) several members of the Board, including Trustee Cepeda, have publicly admitted the hostile work environment, due process violations, and retaliation, and (ii) Dr. Jara's Cabinet has issued statements in support of him – disproving the false allegations relied upon by the Board President and other Trustees who voted for the termination, we believe the resolution as outlined above is eminently reasonable. Please advise by no later than November 19, 2021; otherwise, we will presume that the District is not interested in resolving this matter, and we will proceed accordingly. Thank you.

Sincerely,



John R. Bailey

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