

SECOND AMENDMENT TO
EMPLOYMENT AGREEMENT

Between
CLARK COUNTY SCHOOL DISTRICT BOARD OF TRUSTEES
And
JESUS JARA

THIS SECOND AMENDMENT TO EMPLOYMENT AGREEMENT (“Second Amendment”) is entered into and effective as of the 16th day of January, 2023 between the Board of Trustees of the Clark County School District (hereinafter “Board”), and Jesus Jara (hereinafter “Dr. Jara”) and amends that certain Employment Agreement between the Clark County School District Board of Trustees and Jesus Jara dated May 17, 2018 (“Employment Agreement”) and the Amendment to Employment Agreement Between Clark County School District Board of Trustees and Jesus Jara dated May 13, 2021 (“Amendment”).

WITNESSETH

WHEREAS, the Board has determined that it is in the best interest of the Clark County School District to extend the term of employment of Dr. Jara;

WHEREAS, Dr. Jara is willing to continue to serve in the capacity of Superintendent;
and

WHEREAS, the Board and Dr. Jara agree to modify the Employment Agreement and Amendment in accordance with this Second Amendment.

NOW, THEREFORE, for valuable consideration acknowledged and received, the Board and Dr. Jara agree to amend the Employment Agreement and Amendment as follows:

I. Section 2 of the Employment Agreement and Section 1 of the Amendment shall be stricken and replaced with the following:

“**2. Term.** The term of this Agreement shall commence on June 19, 2018 and conclude on June 30, 2026.”

II. Section 5(a) of the Employment Agreement and Amendment shall be stricken and replaced with the following:

“**a. Salary.** For all services rendered by the Superintendent in any capacity during his employment under this Second Amendment, the District shall pay Dr. Jara a salary of \$395,000.00 per year, which is the net amount after the reduction for the employee portion contribution to the Nevada Public Employees’ Retirement System, and less any deductions

required by law. This salary should be paid in equal bi-monthly installments in accordance with the practice of the District governing its full-time professional employees. The Board retains the right, but has no obligation to make further adjustments in the salary and incentives provided to Dr. Jara during the term of this Second Amendment or any extension thereof. It is understood that any adjustment to salary or benefits shall not be construed as a new agreement of extensions of this Second Amendment.”

III. Section 5(b)(1) of the Employment Agreement and Amendment shall be stricken and replaced with the following:

“(1) Health Insurance Plan. Dr. Jara’s monthly medical plan employee contributions will be set at the amounts noted on Exhibit A (attached) and deducted from his paycheck accordingly.”

IV. Section 5(b)(3) of the Employment Agreement and Amendment shall be stricken and replaced with the following:

“3. Vehicle. The District shall pay Dr. Jara for mileage incurred during travel for District activities according to the fixed reimbursement for vehicle mileage schedule that is available to other full-time professional employees of the District who are regularly required to travel to and from activities for work.”

V. Section 5(b)(5) of the Employment Agreement and Amendment shall be stricken and replaced with the following:

“5. Professional Expenses. The Superintendent of the Clark County School District is expected to be visible in the schools and actively participate in community affairs. To that end, the District shall cover expenses associated with fulfilling this expectation as they do for other full-time professional employees of the District who are expected to participate in such activities regularly, so long as these activities are reported to the Board and approved by the Board President on an expense sheet.

In addition, Dr. Jara may incur costs associated with professional dues and attendance at local, state, and national school-related professional meetings. To that end, the District shall cover expenses associated with fulfilling this expectation as they do for other full-time professional employees of the District who are expected to participate in such activities regularly, so long as these expenses are reported to the Board and approved by the Board President on an expense sheet. Nothing in this paragraph shall be construed as precluding Dr. Jara from requesting Board approval for funding of additional District-related expenses not covered.”

VI. Section 5(b)(6) of the Employment Agreement and Amendment shall be stricken and replaced with the following:

“6. Leave accruals. Dr. Jara shall be deemed to have earned an additional five (5) days of paid vacation each year, and may elect to have the District compensate him for any unused vacation leave each fiscal year at his per diem rate of pay for that year.”

VII. Section 5(b)(7) of the Employment Agreement and Amendment shall be stricken in its entirety and all subsequent sections shall be re-numbered accordingly.

VIII. Section 5(b)(8) of the Employment Agreement and Amendment shall be stricken and replaced with the following:

“7. Performance Bonus. Upon completion of Dr. Jara’s annual performance evaluation (as referenced in Section XI of this Amendment and Section 6(b) of the Employment Agreement) of each year of this Second Amendment, the District may pay Dr. Jara a bonus, on or before the first paycheck following the annual performance evaluation, that is up to 5% of his salary at the time of the evaluation, to be decided at the sole discretion of the Board, so long as the bonus is based solely on merit and awarded at a public meeting of the Board.”

IX. Section 5(b)(9) of the Employment Agreement and Amendment shall be stricken in its entirety.

X. Section 6(a) of the Employment Agreement shall be stricken and replaced with the following:

“a. Development of Goals. The Superintendent shall by no later than the first Board meeting in November, beginning with the 2023-2024 academic calendar, and all school years thereafter covered under the terms of this Second Amendment, recommend for the Board’s consideration and adoption a preliminary list of goals for the District aligned with the District’s strategic plan. The goals approved by the Board shall be reduced to writing and shall be among the criteria on which the Superintendent’s performance will be reviewed and evaluated. The goals should be specific, definitive, and objectively measurable to the extent feasible. The Board agrees to work with and support the Superintendent in achieving the goals.”

XI. Section 6(b) of the Employment Agreement shall be stricken and replaced with the following:

“b. Annual Review of the Performance. The Board shall evaluate and assess the performance of the Superintendent in writing at a mutually agreed upon time, starting with the 2023-2024 academic year, not later than October 1 of each year under the terms and length of this Second Amendment. The evaluation and assessment shall be related to the duties of the Superintendent as outlined in the Employment Agreement, Amendment, and Second Amendment, and consistent with Board Policy and District’s progress in accomplishing the annual goals.”

XII. Section 7(a) of the Employment Agreement shall be stricken and replaced with the following:

“a. Termination by Resignation of Superintendent. Dr. Jara may terminate this Second Amendment by giving notice in writing to the Board at least ninety (90) days prior to the date on which he intends to terminate the Agreement. In the event of such notice, Dr. Jara shall be entitled to receive all pay and benefits accrued under this Second Amendment, up to and including the effective date of his resignation. In the event that Dr. Jara terminates this Second Amendment with an effective date that precedes the end of the term of this Second Amendment or any extension thereof, Dr. Jara shall not be entitled to any benefit that accrues at the end of the term or extension thereof. Additionally, in the event that Dr. Jara tenders his resignation while an investigation relating to his employment is pending, Dr. Jara is not entitled to receive any (1) wages in lieu of notice or administrative leave; (2) salary, benefits or equivalent compensation, including without limitation severance pay; (3) bonus; or (4) other form of payment.”

XIII. Section 7(b) of the Employment Agreement shall be stricken and replaced with the following:

“b. Termination for Convenience by Board. The Board may terminate this Second Amendment by providing Dr. Jara with thirty (30) days of written notice of the termination. In the event of such notice, this Second Amendment 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 Second Amendment. Other than said payments and the payout of accumulated benefits as provided herein in the remaining sections of Paragraph 5(b), the Board and District shall have no further obligations to Dr. Jara under this Employment Agreement, Amendment, and Second Amendment. Dr. Jara must be paid for any portion of accumulated annual leave and compensatory time and unused sick leave authorized by law or policy of the public body. He also remains entitled to any provision or retirement benefit provided by the Nevada Public Employees’ Retirement System.

XIV. Section 7(c) of the Employment Agreement shall be stricken and replaced with the following:

“c. Termination for Cause. In the event of termination for cause, the Board shall give Dr. Jara at least thirty (30) days written notice prior to the date upon which Dr. Jara’s employment will be terminated. Upon Termination for Cause, Dr. Jara shall be entitled to the same benefits as if he had voluntarily resigned effective before the expiration of the term of this Second Amendment. Additionally, in the event that the Board terminates this Second Amendment while an investigation relating to Dr. Jara’s employment is pending, Dr. Jara is not entitled to receive any (1) wages in lieu of notice or administrative leave; (2) salary, benefits or equivalent compensation, including without limitation severance pay; (3) bonus; or (4) other form of

payment. In addition to grounds for termination for cause commonly recognized by law, the Board may terminate this Second Amendment for cause upon the occurrence of any of the following events:

- (1) Failure to obtain and maintain certification, after notice to Dr. Jara and an opportunity to cure;
- (2) The conviction of any felony or a misdemeanor offense involving moral turpitude or relating to his employment as the District's Superintendent of Schools;
- (3) An act or omission constituting malfeasance or nonfeasance in office, whether or not a criminal proceeding is instituted;
- (4) The neglect or refusal of Dr. Jara to discharge the substantial duties of his office for a period of thirty (30) days;
- (5) Willful refusal to follow a lawful order of the Board;
- (6) Habitual intoxication or abuse of drugs;
- (7) Illness rendering Dr. Jara unable to perform the duties of his position for a period of sixty (60) days. Termination due to this ground shall cease the District's obligation to pay any unearned salary to Dr. Jara, but such termination shall not be deemed to affect any other benefits which may have accrued to Dr. Jara at the time of his termination, including, but not limited to, those available under the applicable retirement program, disability insurance, health insurance, worker's compensation, and payment of accrued leave; and
- (8) Death. Termination due to this ground shall cease the District's obligation to pay any unearned salary to Dr. Jara, but such termination shall not be deemed to affect any other benefits which may have accrued to Dr. Jara, by way of those benefits which are contractually or legally due to his dependents."

XV. Section 7(d) shall be stricken and replaced with the following:

"d. Procedures. The procedural requirements contained in Nevada Revised Statutes (NRS) 391.650 *et seq.* do not apply to termination of this Second Amendment for cause. In the event that the Board exercises its right to terminate the Second Amendment for cause, Dr. Jara shall have the right to receive, prior to the effective date of termination, written charges, and on request by Dr. Jara, a fair hearing before the Board or a hearing officer of its choice. Dr. Jara shall give notice of his desire for such a hearing within ten (10) business days after receipt of notice of termination. Such a hearing shall be held within sixty (60) days of receipt of notice for request of hearing, but may be held no sooner than twenty-one (21) days after notice of the date of the hearing is provided to Dr. Jara. Dr. Jara may be suspended without pay during the pendency of the hearing, commencing after receipt of written charges."

XVI. In all other respects, the terms and conditions of the Employment Agreement and Amendment remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have duly executed this Amendment as of the day and year first above written.

Attest:

CLARK COUNTY SCHOOL DISTRICT
BOARD OF TRUSTEES

By: _____
Lola Ann Brooks, Clerk

By: _____
Irene A. Cepeda, President

SUPERINTENDENT OF SCHOOLS

By: _____
Jesus Jara

Approved as to form:

STEVEN B. WOLFSON
DISTRICT ATTORNEY

By: _____
Nicole R. Malich, Board Counsel

Exhibit A

Welfare Trust Employee Health Benefit Premiums	
January 1, 2022 - December 31, 2022	
PPO Plan - Employee Premiums	
Description	Monthly Deduction
Admin Only	\$ 187.44
Amin/Spouse	\$ 685.39
Admin/Children	\$ 545.20
Admin/Family	\$ 1,134.46
HMO Plan - Employee Premiums(1)	
Description	Monthly Deduction
Admin Only	\$ -
Amin/Spouse	\$ 260.69
Admin/Children	\$ 193.41
Admin/Family	\$ 566.71
(1) Participation in the HMO Plan requires that you reside in the State of Nevada.	