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9 *Attorneys for Plaintiff*
10 *Pedro Martinez*

11
12 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
13 **IN AND FOR THE COUNTY OF WASHOE**

14 PEDRO MARTINEZ, an individual and
15 Superintendent of the Washoe County School
16 District,

17 Plaintiff,

18 vs.

19 WASHOE COUNTY SCHOOL DISTRICT;
20 WASHOE COUNTY SCHOOL DISTRICT
21 BOARD OF TRUSTEES;

22 Defendants.

Case No.:

CV14 01617

Dept. No.:

9

FILED

2014 JUL 25 AM 11:30

JOEY CYNTHIA HASTINGS
CLERK OF THE COURT

BY Y. Vitoria
DEPUTY

23 **VERIFIED COMPLAINT**
24 **FOR DECLARATORY AND INJUNCTIVE RELIEF AND DAMAGES**

25 Plaintiff, Pedro Martinez, complains of the defendants, Washoe County School District
26 ("the District") and the Washoe County School District Board of Trustees ("the Board"), and
27 alleges as follows:

28 1. This action seeks declaratory and injunctive relief for violation of the Nevada
Open Meeting Law and injunctive relief and damages for breach of the employment contract
between Mr. Martinez and the Board acting on behalf of the District.

///

1 2. On August 1, 2012, plaintiff, Pedro Martinez, was employed pursuant to a written
2 contract with the Board ("the Employment Contract") as the Superintendent of the District. A
3 true and correct copy of the Employment Contract is attached as Exhibit 1.

4 3. The District is a political subdivision of the State of Nevada created under NRS
5 386.010, capable of suing and being sued.

6 4. The Board is a body corporate created under NRS 386.110 consisting of seven
7 elected members under NRS 386.120. The District acts through its Board. At all times relevant
8 to this Complaint, the members of the Board were Barbara Clark, Barbara McLaury, Lisa
9 Ruggerio, Dave Aiazzi, Howard Rosenberg, John Mayer and Estela Gutierrez. Mrs. Clark serves
10 as current Board President. Board Member Estele Gutierrez was not present for and did not
11 participate in any of the alleged wrongful actions described in this Complaint.

12 5. The employment of plaintiff Martinez as District Superintendent was governed by
13 the terms and conditions set forth in the Employment Contract. Prior to his employment as
14 Superintendent of the Washoe County School District, the plaintiff Martinez was the Deputy
15 Superintendent of the Clark County School District. Prior to that employment, the plaintiff
16 Martinez had been Deputy Superintendent of the Washoe County School District. This
17 employment history and other qualifications are reflected in the resume submitted by the plaintiff
18 Martinez to the District and Board as part of his application for the job as Superintendent, a copy
19 of which is attached as Exhibit 2.

20 6. Plaintiff Martinez is not licensed as a teacher or administrator under Nevada law
21 and is not subject to the disciplinary provisions of NRS Chapter 398. The employment of
22 plaintiff Martinez as District Superintendent was governed solely by the Employment Contract.

23 7. The provisions for termination of the Employment Contract are contained in
24 Section 14 and state, in pertinent part, that the Board may terminate the Employment Contract for
25 cause under the following terms and conditions:

26 For purposes of this Agreement, termination for cause shall mean
27 termination of the employment of the Superintendent by the
28 Board as the result of: (1) commission or omission of any act of
fraud, embezzlement, theft or misappropriation by the
Superintendent in connection with the Superintendent's

1 employment with the Board; (2) any conviction, guilty plea, or
2 plea of nolo contendere by the Superintendent for any felony, or
3 (3) material breach of this Agreement; and (4) termination for
4 such other causes and reasons provided by applicable federal or
5 state law. The parties agree that in the event of the Board's
6 proposed termination of the Superintendent for cause, the
7 Superintendent shall have the right to written charges, a hearing
8 before the Board as described in this paragraph[,] ten (10) days
9 advance written notice of said charges and hearing and a written
10 final decision. At any such hearing before the Board, the
11 Superintendent shall have the right to be present to be heard, to
12 be represented by counsel, to examine witnesses, and to produce
13 testimonial and documentary evidence relevant to the charges.

8 8. Section 14 also provides for termination of the Employment Contract **without**
9 cause upon a minimum of 90 days' notice and execution of a "mutually agreeable release" and the
10 payment of one year's severance and benefits.

11 9. The Employment Contract was for an initial term of four years to July 31, 2016,
12 with provision for yearly extensions based upon satisfactory evaluations. The plaintiff Martinez
13 received a satisfactory evaluation in June of 2013, extending the term of the Employment
14 Contract to July 31, 2017. The plaintiff Martinez also received a satisfactory evaluation in June
15 of 2014, further extending the term of the Employment Contract to July 31, 2018.

16 10. The Board, like other public agencies, is subject to the Open Meeting Law as
17 contained in Chapter 241 of the Nevada Revised Statutes. Under the Open Meeting Law, except
18 as otherwise specifically required by statute, all actions of public bodies must be taken openly and
19 in meetings that are noticed publicly and open to the public. One of the express duties and
20 responsibilities of the plaintiff Martinez under the Employment Contract was to attend all Board
21 meetings. Exhibit 1, Section 3.

22 11. On July 22, 2014, the Board noticed and held a public "work session" meeting.
23 The agenda for that public work session meeting is attached as Exhibit 3. As required by the
24 Employment Contract, plaintiff Martinez attended that public work session meeting. All
25 members of the Board except for Estela Gutierrez attended the public work session meeting.

26 12. During a recess in the July 22 public work session meeting, Board President Clark
27 told the plaintiff Martinez that she wanted to speak with him in his office. In that meeting, Mrs.
28 Clark informed the plaintiff Martinez that the District had received a report from an anonymous

1 source that the plaintiff Martinez had held himself out to be, or was holding himself out to be, a
2 certified public accountant, that the Board had investigated the matter, and that the Board had
3 concluded that he was not a licensed certified public accountant.

4 13. The plaintiff Martinez informed Mrs. Clark that he had obtained a certificate as a
5 certified public accountant in the State of Illinois in 1992 and that he continued to hold that
6 certificate. The plaintiff Martinez further told Mrs. Clark that, if there was some
7 misunderstanding regarding his status as a certified public accountant or with what was being
8 communicated to the public in that regard, that the matter could be easily clarified in whatever
9 public communications may exist that mentioned or discussed such a matter.

10 14. The plaintiff Martinez also informed Mrs. Clark that, while he held a certificate as
11 a certified public accountant in the State of Illinois, he had never held himself out either as a
12 licensed certified public accountant or a practicing certified public accountant. The plaintiff
13 Martinez also advised Mrs. Clark that he had not identified himself as a certified public
14 accountant in his application for employment, in his resume or curriculum vitae or professional
15 calling cards, and that no such credential was required or requested by the Board in connection
16 with his employment as District Superintendent.

17 15. The plaintiff Martinez also reminded Mrs. Clark that he had held several positions
18 in the past that involved a considerable amount of financial and accounting experience, including
19 several years working for Price Waterhouse Coopers and Deloitte and Touche, as Director of
20 Finance and Technology for the Archdiocese of Chicago, and as Chief Financial Officer for the
21 Chicago School District, one of the largest school districts in the nation.

22 16. At that point in time, Mrs. Clark ended their discussion and advised the plaintiff
23 Martinez that the Board was going to have a closed legal meeting with its counsel. All persons
24 were excluded from the meeting except for Board Members Clark, Rosenberg, Aiazzi, McLaury,
25 Ruggerio and Mayer, and Board legal counsel Randy Drake.

26 17. During the brief period of time that he attended the closed meeting of the Board
27 with its counsel, the plaintiff Martinez was told that an allegation had been made by someone
28 outside of the state that he was not a certified public accountant and that, when Mr. Drake had

1 called the licensing agency in Illinois, he was told that the plaintiff Martinez was not a licensed
2 certified public accountant in that state.

3 18. The plaintiff Martinez informed the Board, as he previously had President Clark,
4 that he held a certificate as a certified public accountant from Illinois and produced a copy of that
5 certificate for the Board. A copy of that certificate is attached as Exhibit 4. Until recently,
6 Illinois had a "two-tier" system under which an individual first becomes a "certified public
7 accountant" by passing the CPA exam and then later becomes eligible to be "licensed" based on a
8 certain amount of work experience. Under Illinois law, individuals such as the plaintiff Martinez
9 who hold a certificate as a certified public accountant may hold themselves out in public as
10 certified public accountants. See Exhibit 5.

11 19. Before being required to leave the closed meeting of the Board and its legal
12 counsel, the plaintiff Martinez also reminded the Board that CPA certification or licensure was
13 not part of his application or application process, that it was not a requirement for his employment
14 as District Superintendent, that it was not part of the interview process with the Board when he
15 was hired, that it was not on his resume or curriculum vitae, and that all that was stated in the
16 biography posted on the District website was that he was a certified public accountant, which was
17 a true statement. One of the Board members then confirmed that the Board had previously looked
18 at the resume, application and biography and confirmed that what the plaintiff Martinez said was
19 all true. The plaintiff Martinez then told the Board Members as he had previously told President
20 Clark, that, if there was any confusion in the public with respect to the matter, such confusion
21 could be easily and readily clarified.

22 20. Board President Clark then asked the plaintiff Martinez to leave the closed
23 meeting so that the Board could discuss the matter. Approximately 30 minutes later, Board
24 Members Clark and Ruggerio and counsel Drake came into the office of the plaintiff Martinez
25 and informed him that the Board had decided to terminate him for cause effective immediately.
26 When the plaintiff Martinez objected that the Board had not complied with the termination
27 provisions of the Employment Contract, Board Members responded to the effect that those
28 provisions did not matter.

1 21. The Board Members then returned to their closed meeting, with various Board
2 Members returning to the office of the plaintiff Martinez from time to time to make the plaintiff
3 Martinez a series of proposals offering consideration in exchange for a voluntary resignation.
4 The plaintiff Martinez rejected all such proposals and insisted on his rights under the
5 Employment Contract.

6 22. When he continued to reject all Board Members proposals for resignation and
7 compensation, the plaintiff Martinez was told not to speak to any employees and to leave his
8 office and the premises immediately, which he did. When the plaintiff Martinez returned a few
9 minutes later to retrieve some personal items, he was told by Board Member Aiazzi that the
10 Martinez family would suffer for refusing their offers and that the plaintiff Martinez would get
11 zero money from the Board.

12 23. After the plaintiff Martinez again left his office, his electronic connection with the
13 District was terminated and the District Police came to his house and took the vehicle provided to
14 him under the Employment Contract.

15 24. Late in the afternoon on July 22, 2014, the Board held a press conference in which
16 the Board President Clark, accompanied by the remaining Board Members, except for Member
17 Gutierrez, read a statement which began as follows:

18 Effective immediately, Pedro Martinez has been relieved of his
19 duties as Superintendent of the Washoe County School District. We
20 are in discussions with Mr. Martinez, and for legal reasons, we
cannot share specific details.

21 In response to a question about plans to find a **permanent** replacement for the plaintiff Martinez,
22 Board President Clark further stated as follows:

23 The Board will get together shortly in a future date to decide
24 whether we're going to do an interim, who that might be and what
our next steps will be.

25 25. Having been terminated by the Board in a closed meeting in violation of the Open
26 Meeting Law and in violation of the termination provisions of the Employment Contract, plaintiff
27 Martinez retained counsel. On July 23, 2014, counsel for the plaintiff Martinez wrote Board
28 counsel Drake to provide notice that the plaintiff Martinez intended to file a lawsuit and advising

1 counsel Drake to put a "litigation hold" on all applicable, discoverable materials. A copy of the
2 letter is attached as Exhibit 6.

3 26. Later in the day of July 23, 2014, Board President Clark and Member Aiazzi
4 subsequently claimed that the plaintiff Martinez had **not** been terminated, that the plaintiff
5 Martinez, the media and other members of the public had misunderstood what had occurred, and
6 that the plaintiff Martinez had only been placed on paid administrative leave.

7 27. In the late afternoon, on July 23, 2014, Board President Clark issued the following
8 statement:

9 I have requested that our staff place an item on the next WCSB
10 board meeting agenda, scheduled for Tuesday, July 29, so the
11 Board can consider and take possible action regarding the future of
12 the Superintendent's employment contract with the school district.
13 In the meantime, Mr. Martinez remains on leave with pay until
14 further notice.

15 28. The published agenda for the July 29, 2014 Board meeting contains an Item 3.01
16 which is described as follows:

17 **CONSIDERATION AND POSSIBLE ACTION RELATED**
18 **TO THE SUPERINTENDENT'S CONTRACT (For Possible Action)**

19 Although, according to President Clark's statement, the issue before the Board will be the "future"
20 of the Superintendent's Employment Contract, the agenda item as described contains no reference
21 to that particular issue. Furthermore, although the Board apparently intends to ratify its previous
22 termination decision, the matter has not been noticed either as a matter concerning the character,
23 alleged misconduct or competence of an employee or as a matter in which potential
24 administrative action may be taken against a person, both matters which require additional
25 statutory notice and Nevada state due process protections for the targeted person. *NRS 241.033;*
26 *NRS 241.034.*

27 29. Concerned about further violations of both the Open Meeting Law and the
28 Employment Contract, counsel for plaintiff Martinez wrote to Board counsel seeking
confirmation that Item 3.01 would be carefully monitored to exclude any discussion of the
character, alleged misconduct or competence of the plaintiff Martinez and to exclude any sort of
administrative action affecting the plaintiff Martinez such as the termination of the Employment

1 Contract. A copy of the letter is attached as Exhibit 7. Board counsel refused to provide such
2 confirmation.

3 30. Plaintiff Martinez has incurred reasonable attorneys' fees and costs in asserting and
4 protecting his rights under the Employment Contract and the Open Meeting Law and will
5 continue to incur such fees and costs.

6 **CLAIMS FOR RELIEF**

7 **VIOLATION OF THE OPEN MEETING LAWS**

8 **Count One – The July 22, 2014 Action**

9 31. Plaintiff realleges as though fully set forth the contents of paragraphs 1-30,
10 inclusive, above.

11 32. The Nevada Legislature has adopted an Open Meeting Law that requires the
12 actions of public bodies to be taken openly and their deliberations to be conducted openly. *NRS*
13 *Chapter 241*. The defendant District Board of Trustees is subject to that Law.

14 33. Under the Open Meeting Law, a public body can take action only with respect to
15 items that have been properly agendaized and noticed for action. *NRS 241.020*. The matter of the
16 Employment Contract was not on the agenda for the July 22 Board meeting which was expressly
17 only a workshop meeting. The Board violated the Open Meeting Law by meeting, deliberating
18 and determining to terminate the Employment Contract with Mr. Martinez in that meeting.

19 34. Under the Open Meeting Law, the District Board is prohibited from holding a
20 closed meeting to consider the character, alleged misconduct or professional competence of the
21 District Superintendent. *NRS 241.031*. In holding a closed meeting to consider the allegation that
22 the plaintiff Martinez had improperly held himself out as a certified public accountant, the
23 District Board violated the Open Meeting Law.

24 35. Under the Open Meeting Law, members of a public body may "receive
25 information from the attorney employed or retained by the public body regarding potential or
26 existing litigation involving a matter over which the public body has supervision, control,
27 jurisdiction or advisory power" without violating the Open Meeting Law. *NRS 241.015(3)(b)(2)*
28 Under the Open Meeting Law, however, the ultimate decision must be made in an open meeting.

1 Accordingly, whether the decision was to terminate the Employment Contract of the plaintiff
2 Martinez as initially indicated or to place the plaintiff Martinez on involuntary and indefinite paid
3 leave as subsequently revised, that decision was made in closed session with Board counsel and
4 again constituted an action taken in violation of the Open Meeting Law.

5 36. Under *NRS 241.036*, the action of any public body taken in violation of the Open
6 Meeting Law is void.

7 37. *NRS 241.037* authorizes the court to order the payment of reasonable attorney's
8 fees and court costs to a successful plaintiff in a suit brought under the Open Meeting Law.
9 Under the circumstances of this case, the plaintiff Martinez who has incurred reasonable fees and
10 costs should be awarded the recovery of his fees and costs from defendants.

11 **Count Two**

12 38. Plaintiff realleges as though fully set forth the contents of paragraphs 1-37,
13 inclusive, above.

14 39. The Open Meeting Law requires that the agenda for a public meeting contain "a
15 clear and complete statement of the topics scheduled to be considered during the meeting." *NRS*
16 *241.020(2)(d)(1)* The description of Item 3.01 on the Agenda for the July 29, 2014 meeting of
17 the District Board fails to meet that standard and accordingly violates the Open Meeting Law. It
18 is not "clear" from the description which says nothing more than "related to the Superintendent's
19 Contract" either what topics are to be considered or what potential decisions may be made.

20 40. Under *NRS 241.033*, a public body cannot hold a meeting to consider the
21 character, alleged misconduct, or professional competence of a person unless it has given written
22 notice to that person either by personal delivery five working days prior to the meeting or by
23 certified mail at least 21 working days prior to the meeting. Any such notice must further include
24 a specific list of the general topics concerning the person that will be considered at the meeting.
25 No such notice was provided to the plaintiff Martinez with respect to the Board's July 29 meeting.

26 41. The refusal of Board counsel to provide assurances that the consideration of Item
27 3.01 on the Board agenda for its July 29, 2014 meeting will not include any consideration of the
28 character, alleged misconduct or professional competence of the plaintiff Martinez gives rise to

1 the concern that the Board intends to subvert the requirements of NRS 241.033 and violate the
2 Open Meeting Law in the consideration of Item 3.01.

3 42. Under NRS 241.034, a public body cannot consider at a meeting taking
4 administrative action against a person unless it has given written notice to that person either by
5 personal delivery five working days prior to the meeting or by certified mail at least 21 working
6 days prior to the meeting. Under NRS 241.020 furthermore, the name of the person against whom
7 administrative action will be considered must be included on the agenda. No such notice was
8 provided to the plaintiff Martinez and Item 3.01 includes no mention of his name.

9 43. The refusal of Board counsel to provide assurances that the consideration of Item
10 3.01 on the Board agenda for its July 29, 2014 meeting will not include any administrative action
11 against the plaintiff Martinez including a new decision terminating the Employment Contract
12 gives rise to the concern that the Board intends to subvert the requirements of NRS 241.034 and
13 violate the Open Meeting Law in the consideration of Item 3.01.

14 44. Notwithstanding the Board's plain intent to violate both the letter and the spirit of
15 the Open Meeting Law, the plaintiff Martinez has no choice but to retain counsel and incur
16 attorneys' fees and additional costs in connection with Item 3.01 at the Board's July 29th meeting,
17 expenses which are not recoverable under the law.

18 45. The plaintiff Martinez has no adequate remedy at law for the Board's intended
19 violation of the Open Meeting Law and is accordingly entitled to equitable relief precluding and
20 preventing the Board from such violations and from any consideration of Item 3.01 that includes
21 either an administrative action against the plaintiff Martinez or the consideration of the character,
22 alleged misconduct or professional competence of the plaintiff Martinez.

23 46. This action to prevent violations by the Board of the Open Meeting Law is
24 authorized by NRS 241.047(2).

25 47. Under NRS 241.037, the court may order defendants to pay the reasonable
26 attorney's fees and court costs of a successful plaintiff in a suit brought under the Open Meeting
27 Law. Under the circumstances of this case, the plaintiff Martinez should be awarded the
28 recovery of his fees and costs of this action from defendants.

BREACH OF CONTRACT

1
2 48. Plaintiff realleges as though fully set forth the contents of paragraphs 1-47,
3 inclusive, above.

4 49. The Board has breached the Employment Contract by terminating the plaintiff
5 Martinez without complying with the termination provisions of the Contract.

6 50. The plaintiff Martinez has performed or been discharged from all obligations
7 under the Employment Contract and the wrongful actions of the Board were without justification
8 or excuse whatsoever.

9 51. The plaintiff Martinez has lost salary, benefits and other compensation under the
10 Employment Contract in an amount in excess of \$10,000 by the wrongful actions of the Board
11 and is entitled to the recovery of damages as proven at trial from defendants together with
12 prejudgment interest.

13 52. Under Paragraph H, Section 15 of the Employment Contract, the plaintiff Martinez
14 is entitled, as the prevailing party in this action, to the recovery from the Board of his attorneys'
15 fees and costs.

TORTIOUS BREACH OF CONTRACT

16
17 53. Plaintiff realleges as though fully set forth the contents of paragraphs 1-52,
18 inclusive, above.

19 54. Exclusive of Member Gutierrez who was absent, Board Members including Board
20 President Clark knew that the plaintiff Martinez had not represented in any material provided to
21 the Board or to the public in connection with his employment that he was a "licensed" certified
22 public accountant. Board Members including President Clark were shown the certified public
23 accountant certificate issued to the plaintiff Martinez in Illinois. Board Members including
24 President Clark knew that being a "licensed" certified public accountant was not a requirement of
25 the position of Superintendent. Board Members including President Clark failed to identify a
26 single member of the public who was "confused" by the passing reference in the website
27 biography of the plaintiff Martinez to the fact that he was a certified public accountant.
28

1 55. Based on their prior experience with this Board as well as other public agencies
2 and Boards, the Members of the Board, including President Clark, were necessarily aware of the
3 requirements of Nevada's Open Meeting Law. Members of the Board, including President Clark,
4 were further provided with counsel whom they could consult require the application of the Open
5 Meeting Law to the particular circumstances of this case. The Members of the Board, including
6 President Clark, were also necessarily aware of the termination provisions of the Employment
7 Contract and, to the extent that they may not have been aware of those provisions, they were
8 expressly reminded of those provisions by the plaintiff Martinez at the time that he was notified
9 of the termination of that Contract in violation of those provisions.

10 56. Notwithstanding the foregoing, Board Members made an unlawful termination
11 decision in an unlawful closed meeting on a non-agendized topic in blatant violation of the Open
12 Meeting Law. Notwithstanding the foregoing and knowing that they lacked the grounds for
13 termination for cause under the termination provisions of the Employment Contract, Board
14 Members intentionally defied, ignored and breached their express obligations under those
15 provisions and terminated that Contract without regard to those provisions.

16 57. Under Nevada law, every contract upon the contracting parties the duty of good
17 faith and fair dealing. The Board breached that duty of good faith and fair dealing by terminating
18 its Employment Contract with the plaintiff Martinez in knowing violation of the Open Meeting
19 Law and knowing violation of the termination provisions of that very Contract.

20 58. The plaintiff Martinez has been damaged in an amount in excess of \$10,000 by the
21 bad faith breach of contract by the Board and is entitled to the recovery of those damages as
22 proven at trial under the law.

23 Based on the foregoing, plaintiff prays as follows:

24 1. That the Court declare the action of the defendants taken on July 22, 2014, either
25 in dismissing plaintiff from employment or placing plaintiff on indefinite paid administrative
26 leave, was taken in violation of Nevada's Open Meeting Law and the Employment Contract.

27 2. That the Court grant preliminary and permanent injunctive relief under the Open
28 Meeting Law precluding the Board from any consideration of Item 3.01 on its July 29, 2014

1 meeting agenda that includes either an administrative action against the plaintiff Martinez or the
2 consideration of the character, alleged misconduct or professional competence of the plaintiff
3 Martinez.

4 3. That the Court award plaintiff his damages for breach of contract and bad faith in
5 excess of \$10,000 according to proof.

6 4. That the Court order defendants to pay plaintiff's reasonable attorneys' fees and
7 costs of this action under both the provisions of the Employment Contract and the Open Meeting
8 Laws.

9 5. That the Court award plaintiff such other and further relief and he may be
10 adjudged entitled to in the premises.

11 **AFFIRMATION**

12 The undersigned does hereby affirm that this document does not contain the social
13 security number of any person.

14 Dated: July 25, 2014

15 SNELL & WILMER L.L.P.

16
17 By:



18 William E. Peterson, Bar No. 1528
19 50 W. Liberty Street, Suite 510
20 Reno, NV 89501

21 *Attorneys for Plaintiff, Pedro Martinez*
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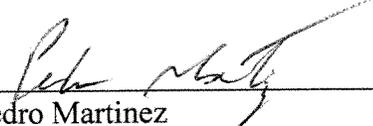
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VERIFICATION

I, Pedro Martinez, declare, under penalty of perjury, as follows:

I am the plaintiff in the above-entitled matter. I have read the foregoing Verified Complaint for Declaratory and Injunctive Relief and Damages and its contents are true of my own knowledge, except as to matters stated on information and belief, and, as to those matters, I believe the contents to be true.

Dated this 25th day of July, 2014.



Pedro Martinez

EXHIBIT LIST

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1. Exhibit 1 – Employment Contract (12 pages)
2. Exhibit 2 – Resume (4 pages)
3. Exhibit 3 – Agenda of July 22 public workshop meeting (2 pages)
4. Exhibit 4 – Certificate of Public Accountant (1 page)
5. Exhibit 5 – Excerpt – Illinois College of Business Student Handbook (4 pages)
6. Exhibit 6 – July 23 letter from Peterson to Drake (pages)
7. Exhibit 7 – July 24 letter from Peterson to Drake (pages)

EXHIBIT LIST

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7. Exhibit 7 – July 24 letter from Peterson to Drake (3 pages)

EXHIBIT 1

EXHIBIT 1

Pedro Martinez



SUMMARY

Experienced leader with executive-level experience in urban districts including the nation's third and fifth largest school districts. Strong financial background with in-depth knowledge of teaching and learning. Outstanding skills in:

- Strategic planning, including development of academic strategies
- Budget and financial management
- Resource alignment to achieve educational priorities
- Leadership and supervision in large, complex organizations
- Systems improvement
- Data systems development in support of student learning

EDUCATION

Fellow, Broad Superintendents Academy, 2009

Public Education Leadership Program, Harvard University, 2006

Masters in Business Administration, DePaul University, Chicago, IL, 2006

Concentrations in Strategic Planning & Finance; 3.98/4.0 GPA; Highest Honors

Bachelor of Science, University of Illinois at Champaign-Urbana, IL

Major in Accounting/Minor in Psychology, High Honors

PROFESSIONAL EXPERIENCE

Deputy Superintendent

April 2011 - Present

Clark County School District, Las Vegas, NV

Provide leadership to 357 schools serving 308,000 students with a \$2.5 billion operating budget for the 5th largest public school district in the U.S. Supervise 14 Academic Managers (Area Superintendents), Curriculum and Professional Development, Student Support Services, and ELL Services.

- Leading the implementation of a district-wide performance management system utilizing the Colorado Growth Model
- Reorganized the school management structure creating fourteen performance zones, increasing accountability and school supports
- Overseeing the district's adoption of the Common Core State Standards, aligning professional development and student support systems

- Leading implementation the of I.B., S.T.E.M., and Spring Board academies in all 59 middle schools to increase rigor and student achievement
- Implemented a K-12 student tracking system and academic supports in all 49 high schools targeting 9,800 students at risk which is projected to increase graduation rates from 52% to a minimum of 65% in its first year of implementation with increases in all student populations including our English Language Learners
- Realigned resources in excess of \$30 million to fund district wide reforms

Deputy Superintendent of Schools

2009 – April 2011

Washoe County School District, Reno, NV

Provided leadership to 102 schools serving 65,000 students with a \$600 million operating budget. Supervise 4 Area Superintendents, Chief Academic Officer, Accountability Office, Student Support Services, and Grants Management.

- Oversaw development of the district's strategic plan, involving all levels of district staff, parents, business and community leaders; presented the plan at more than 25 community meetings
- Lead the development and implementation of a district-wide performance management system, including scorecards and dashboards for every school and central services department
- Reorganized the school management structure creating four performance zones, increasing accountability and school supports
- Supervised successful negotiations with district's 5 associations to eliminate a \$37 million deficit
- Oversaw the district's adoption of the Common Core State Standards, aligning professional development and student support systems
- Managed the development and implementation of the of the district College & Career Readiness Pathway and five year school academic target setting
- Lead the implementation the of eight I.B., S.T.E.M., and Language Arts academies to increase rigor and student achievement
- Implemented a K-12 student tracking system and credit recovery strategies in all high schools to increase graduation rates; initiated academic supports which increased graduation from 56% to 70% over a two year period.
- Implemented academic initiatives in elementary and middle schools resulting in over 80% of schools having increases in student proficiency rates in reading and math State CRTs
- Completed more than 100 school visits and reviews, identifying areas of need

Chief Financial Officer / Chief Area Officer

2003 – 2009

Chicago Public Schools, Chicago, IL

Oversaw a \$5.2 billion operating budget and a \$1 billion capital budget for the third largest public school district in the U.S. (675 schools serving 409,000 children). Provided leadership to six departments: Budget & Planning, Grants, Treasury, Corporate Accounting, Risk

Management, and Procurement. Supervised a staff of 200 finance professionals. During final year, served as a Chief Area Officer overseeing 28 schools serving 21,000 students which included student demographics of 95% poverty and 30% ESL.

- Implemented a performance management system in a region of 28 schools tracking individual student progress and setting multi-year academic targets
- Initiated performance metrics including outcome measurements for the district's education programs and administrative departments
- Managed four consecutive years of surpluses and building reserves by developing and implementing the district's financial plan and aligning resources with strategic investments in education priorities
- More than doubled unrestricted reserves from \$200 million in June 2003 to \$430 million in 2009; increased Standard & Poor's rating from A- to AA
- Maximized the use of \$500 million in Federal grants by strategically expanding core educational programs within Federal and State guidelines
- Led the implementation of the district's portfolio strategy to manage schools, including the establishment of an Autonomous Zone for high performing schools and development of criteria for identifying low performing schools
- Strengthened internal controls, resulting in significant efficiencies & reduced audit findings
- Oversaw the implementation of an Oracle Enterprise Resource Planning system that led to better data management and more effective district strategies

Director of Finance and Technology

1995 – 2003

Archdiocese of Chicago, Chicago, IL

Oversaw a \$300 million budget; directly managed 70 accounting and technology professionals. Service lines included: 15 residential housing facilities with a total of 1,200 units, a 99-bed skilled nursing home, a \$67 million food distribution program, 20 daycare centers, programs providing medical and social services to 50,000 seniors on a monthly basis, and counseling and monitoring services to over 1,500 children in foster care.

- Balanced the budget annually while helping the organization grow the number of clients it served from 350,000 to 600,000 per year; oversaw revenue growth of \$95 million in 1996 to \$180 million in fiscal year 2003
- Oversaw a \$100 million divestiture that created a \$25 million gain for the organization; eliminated bond debt of \$80 million
- Oversaw the growth of the organization's endowment from zero to \$20 million

Audit Manager

1994 – 1995

Deloitte & Touche, Chicago, IL

Supervised various audits of mid-size and large corporate clients including Borg-Warner, Ryobi Inc., and the Archdiocese of Chicago.

Audit Supervisor

1992 – 1994

Price Waterhouse Coopers, Chicago, IL

Audited various mid-size and large corporate clients including Kraft Foods, Helene Curtis, International Jensen, & Quixote Corporation.

COMMUNITY LEADERSHIP

- 2009 – Present *Fresh Look at Nevada Community Colleges*, Task Force Member
- 2010 – Present Nevada Public Education Foundation, Member
- 2008 – 2010: Archdiocese of Chicago, Catholic Schools Board Member
- 1998 – 2010: *The Resurrection Project*, Finance Committee and
Board President 2003 – 2007
- 2007 – 2009: YMCA of Metropolitan Chicago
- Finance Committee
 - Human Services Committee

PROFESSIONAL ASSOCIATIONS

Reviewer, 2010 Broad Prize

- Served as a reviewer in the selection process for the 2010 Broad Prize, sponsored by The Eli and Edythe Broad Foundation. Reviewed the best practices of one of the five finalist districts. Each year, the Broad Prize honors an urban district that has made the most growth in academic achievement while closing their achievement gaps.

Council of Great City Schools

- Finance Peer Review Team Member, 2007 - Present
- Uncovered a \$45 million shortfall at the Detroit Public Schools – March 2008

Chicago Metro Nehemiah Trust

- Treasurer, 2003-2008
- Financed the construction of 90 affordable homes in one of Chicago's neediest communities

Leadership Greater Chicago

- Class of 2005

EXHIBIT 2

EXHIBIT 2

**EMPLOYMENT CONTRACT BETWEEN
THE BOARD OF TRUSTEES OF WASHOE COUNTY SCHOOL DISTRICT
AND
SUPERINTENDENT PEDRO MARTINEZ**

This Employment Contract ("Agreement") is made and entered into on the 1st day of August, 2012, by and between the Board of Trustees (hereinafter referred to as "Board of Trustees" or "Board") of the Washoe County School District (hereinafter referred to as the "District") and Pedro Martinez (hereinafter referred to as the "Superintendent"), subject to the terms set forth herein:

RECITAL

WHEREAS, the Board of Trustees desires to employ Superintendent as the Superintendent of the District, and the Superintendent desires to accept employment as Superintendent of the District upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the above facts and of the covenants and agreements contained herein, the parties hereto agree and set forth as follows:

1. EMPLOYMENT

The Board shall employ the Superintendent as the Superintendent of the District, and Superintendent accepts employment as Superintendent of the District.

2. TERM

The term of this Agreement shall commence on August 1, 2012, and terminate on July 31, 2016, unless terminated earlier pursuant to Section 14 of this Agreement ("Term") or extended as provided herein. Discussion concerning the renewal of this Agreement may commence at the request of either Superintendent or Board on or about May 31 of each year this Agreement is in effect. Should Superintendent receive a satisfactory evaluation pursuant to this Agreement, or should the Superintendent not receive a formal evaluation at all during any year of the Term, the Term of this Agreement will be automatically extended for an additional year, so long as the Term does not at any time exceed four (4) years. The District shall provide Superintendent with at least ninety (90) days written notice prior to the expiration of the Term and any extensions thereof if the District intends not to renew this Agreement. >

3. DUTIES AND RESPONSIBILITIES OF SUPERINTENDENT

A. As the Superintendent of the District, Superintendent shall do and perform all services, acts, or things, necessary or advisable, to manage and conduct the business of the District, subject at all times to applicable state and federal laws and the policies adopted by the Board and consistent with the terms of this Agreement.

B. Superintendent shall have the additional duties and responsibilities of organizing, reorganizing, and arranging the administrative and supervisory staff, including, without implied limitation, staff in instructional services and business affairs, that in his judgment would best serve the District; and determining all personnel matters, including, without implied limitation, selection, assignment, and transfer of employees. While formal Board approval is not required, Superintendent understands and agrees that he shall consult, advise, and obtain support from the Board of any intention to reorganize the administrative and supervisory staff as provided in this paragraph prior to initiating any such reorganization. This shall include any significant compensation adjustments with respect to executive staff. In addition, the Superintendent shall direct and supervise teachers and other instructional, administrative and supervisory staff and generally direct and supervise all instruction and business affairs of the District.

C. The Superintendent understands that his leadership priorities shall include the goals, priorities, and targets already established by the District in the District's Strategic Plan: Envision WCSO 2015; Investing in our Future, or any modifications to this plan. The Superintendent and the Board of Trustees understand that they also will mutually agree upon any other goals and objectives pursuant to paragraph 10B of this Agreement.

D. The Superintendent duties and responsibilities also shall include:

1. Make recommendations to the Board regarding instituting reforms and systemic changes, such as curriculum and program offerings, as the Superintendent finds necessary to effect positive changes in the District;
2. Evaluate employees as provided by Nevada law and the Board's policies;
3. Stay abreast of education trends and developments by reading widely, visiting other districts and participating in appropriate professional development at the local, state and national levels in accordance with paragraph 6 of this Agreement;
4. Maintain valid and appropriate qualifications to act as Superintendent as required by Nevada law;
5. Serve as a liaison between the Board and District administration regarding all employer-employee matters, and make recommendations to the Board concerning these matters;
6. In partnership with the Board of Trustees, act as a liaison between the District and the community and assume responsibility for implementation of the District Strategic Communications Plan and in building a cooperative working relationship between the schools and the community;

7. Attend all regular, special and closed session meetings of the Board, and shall serve as an ex officio member on any and all Board committees and subcommittees, and shall be entitled to submit recommendations on any term of business considered by the Board or any committee or subcommittee of Board; and

8. Establish and implement a process for keeping the Board abreast of developments, initiatives and issues in the District.

E. This is an Agreement for the performance of professional services as Superintendent of the District. In recognition of the purposes of this Agreement, the Superintendent shall not be assigned to any other position nor shall his duties be assigned to others without his consent.

4. BOARD/SUPERINTENDENT COMMUNICATIONS

A. The Board and the Superintendent agree that they shall work with each other in a spirit of cooperation and team work, and shall provide each other with periodic opportunities to discuss Board/Superintendent relationships and communications.

B. By September 30, 2012, the Board and the Superintendent shall meet to discuss the roles of the Board and the Superintendent and to develop a process and procedures by which the Board and Superintendent will communicate, with emphasis upon productive and constructive communications between the Board and the Superintendent.

5. OBLIGATIONS OF DISTRICT

The District shall provide Superintendent with the compensation, incentives, benefits, and business expense reimbursements specified elsewhere in this Agreement.

6. PROFESSIONAL DEVELOPMENT/ADMINISTRATIVE SUPPORT

A. Pursuant to paragraph 3 of this Agreement, the Board expects the Superintendent to continue his professional development and expects him to participate in relevant learning experiences. The Board further expects the Superintendent to attend appropriate professional meetings at the local, state and national level, including appropriate out-of-state meetings. In order for the Superintendent to carry out the expectations of the Board and the requirements of paragraph 3 of this Agreement, the Board shall provide funding in the budget for the Superintendent's professional development and shall reimburse the Superintendent for reasonable and necessary expenses in connection with such professional development and meeting attendance, subject to any and all relevant restrictions set forth in this Agreement. Such reimbursements shall be made in accordance with the terms of applicable Board policies, regulations and procedures.

B. In addition, the District shall provide the Superintendent with such facilities, equipment, supplies, and clerical assistance as appropriate to the Superintendent's position and necessary for the adequate performance of the Superintendent's duties. The District shall provide, at District expense, with the appropriate technology that will assist the Superintendent in the performance of his job duties and responsibilities. These are to include, by way of example but not by way of limitation, a laptop computer, cellular telephone, or other personal communication appliance and printer and internet access for his home office.

7. CONFLICT OF INTEREST; OTHER EMPLOYMENT

A. Neither the Superintendent nor, to the extent within his control, his spouse or children shall, either directly or indirectly, engage in any activity which creates either an actual or potential conflict of interest with the Superintendent's discharge of his obligations as set forth in this Agreement or by law. The aforementioned prohibition shall include without limitation the following activities:

1. Holding a pecuniary interest in any product or service provided to or being contemplated to be provided to the District or holding such interest in any type of corporate entity which provides or will provide a product or service to the District, and
2. Holding a pecuniary interest in any property (real, personal, or otherwise) or equipment provided to or being contemplated to be provided to the District or holding such interest in any type of corporate entity which holds such property, except as permitted by law and with the express written permission of the Board.

B. Nothing in this Agreement shall be construed in a manner to conflict with any obligation of either the Superintendent or the Board to comply with any applicable laws.

C. The parties further acknowledge and agree that the duties and responsibilities of the Superintendent shall require full-time employment and frequently require that the Superintendent attend to his duties during the evenings, weekends, and holidays. The Superintendent shall focus his professional time, ability, and attention on the Board's business during the Term. The Superintendent shall have the option of utilizing reasonable amounts of work time to pursue educational, charitable, and/or professional activities so long as these activities are not in conflict with the District's needs or interests or do not negatively affect or materially interfere with services provided by the Superintendent under this Agreement. Thus, except as specifically authorized in advance by the Board, during the Term, the Superintendent shall not accept or be engaged in any outside employment or be engaged as an employee or otherwise in any other business or commercial activity pursued for gain, profit, or other pecuniary advantage. To the extent such authorization is granted by the Board, the Superintendent shall utilize vacation time when engaged in any such activity for compensation.

8. COMPENSATION

A. District shall pay Superintendent an annual salary of Two Hundred Thirty-Eight Thousand Dollars (\$238,000) (hereinafter referred to as "Base Salary"). Superintendent shall receive such annual increases in salary and/or benefits as are provided to other administrators within the District, provided that the Board may agree to provide Superintendent with additional increases at the Board's sole discretion. This annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other administrative employees.

B. In addition to the Base Salary, the Board shall consider after the end of each fiscal year during the Term, beginning with fiscal year ending on June 30, 2013, if and as applicable, whether to pay the Superintendent discretionary performance compensation. That consideration will be based upon the Board's evaluation of the Superintendent's job performance as set forth in this Agreement and Board Policy.

During each fiscal year of the Term, the Board, in consultation with the Superintendent, shall establish a set of District and individual goals and/or any subjective criteria that the Board may use, in part, in determining the Superintendent's eligibility for discretionary performance compensation for the ensuing fiscal year.

Calculation and payment of such discretionary performance compensation shall be in the absolute and sole discretion of the Board up to a maximum total amount equal to 10% of the Superintendent's then applicable Base Salary as Superintendent for the fiscal year under consideration. The Board shall vote on such discretionary performance compensation and pay any potential amount to the Superintendent, if and as awarded, by October 31st of each year. However, the parties agree that failure of the Board to vote on discretionary performance compensation by such dates shall not entitle the Superintendent to performance compensation for such applicable period.

The parties further agree that except as otherwise agreed to by a majority of the full Board, if the Superintendent is separated from his employment with the Board for any reason prior to having fully completed any fiscal year of the Term, the Superintendent shall not be eligible to receive, and shall automatically forfeit, the amount of any then un-awarded and/or unpaid discretionary performance compensation for that unfinished fiscal year (whatever the reason for the end of the employment relationship). In addition, the parties agree that if the Superintendent is separated from his employment with the Board for any reason after having fully completed any fiscal year of the Term, but before discretionary performance compensation for such fiscal year is awarded or paid, the Superintendent shall remain potentially eligible to receive performance compensation for that fiscal year, provided such an amount is, in fact, awarded and paid in the absolute and sole discretion of the Board upon approval by a majority of the full Board.

C. If Superintendent remains employed by the District under the terms of this Agreement, and any amendment or addendum hereto, as of December 15, 2015, Superintendent shall be entitled to a payment of 10% of his then current Base Salary. If Superintendent remains employed by the District under the terms of this Agreement,

and any amendment or addendum hereto, as of December 15, 2016, Superintendent shall be entitled to a payment of 15% of his then current Base Salary. Any longevity bonus that may be paid to Superintendent beyond December 15, 2017 shall be negotiated between the Superintendent and the Board and shall be materialized in an amendment or addendum to this Agreement, subject to the terms and conditions of Section 8.D.

D. Any adjustment in salary, benefits or other compensation made during the term of this Agreement shall be in the form of an amendment and shall become a part of this Agreement, but any failure to attach the adjusted salary amount as an amendment shall not affect the validity or amount of any such adjustment. Any such amendment to this Agreement shall require and receive majority approval of the full membership of the Board of Trustees.

9. BENEFITS

A. The Superintendent shall be entitled to all the benefits applicable to a twelve-month administrative employee as are incident to their employment relationship to the District. The Superintendent shall also be entitled to such other benefits as agreed to in this Employment Contract.

B. The District shall maintain a qualified tax-sheltered annuity or annuities ("TSA") for and on behalf of the Superintendent, and shall contribute the sum of \$15,000 to that TSA on or before December 15, 2012, and an additional \$15,000 on or before December 15 of each successive year of this Agreement. The Superintendent, at his sole choice and discretion, may choose to add the annual contribution amount to his annual salary by notifying the District of this choice prior to the annual contribution.

C. The Board shall pay the full premiums for the Superintendent, his spouse, and his dependents, as eligible, for the District's health/medical insurance plan of the Superintendent's choice, including full medical, dental and optical premiums so long as the Superintendent remains within a District plan, including full medical, dental and optical premiums.

D. The District has a group term life insurance policy in place for administrators. As an administrative employee with the District, Superintendent shall be a certificate holder under the policy with a term life limit of \$250,000 and an accidental death and dismemberment limit of \$250,000.

E. As an administrative employee with the District, Superintendent shall receive twenty-five (25) days of vacation per year, and fifteen (15) days of sick leave per year. The Superintendent shall be allowed to accrue up to eighty (80) days vacation, which, if not used, will be compensable upon termination of employment at Superintendent's then applicable daily salary rate. On July 1 of each year, Superintendent may elect to be paid in cash for up to a maximum of ten (10) days of such vacation accrued during the twelve (12) months preceding July 1 at Superintendent's current daily rate of pay. The Superintendent's daily rate of pay shall be based on his salary for that year, divided by 250. Upon Superintendent's retirement,

termination or separation from the District, Superintendent shall be paid in cash upon such termination a lump sum amount equal to twenty-five percent (25%) of Employee's accrued but unused sick leave. Such calculation shall be made based on the Superintendent's current daily rate of pay. The Superintendent's per diem rate of pay shall be based on his salary for that year, divided by 250. The total number of days, which may be "accrued but unused sick leave" shall not exceed the number of Employee's contract days, not to exceed 250 days.

F. The District shall provide annual compensation to Superintendent for the intent to purchase one-third year of PERS under the following terms and conditions: Subject to IRS Section 415 limitations, which may or may not be reduced by contributions to 403b and/or 457 accounts, the District shall contribute the amount necessary to purchase one-third year of PERS into a 403(b) account or other qualified tax sheltered annuity on behalf of Superintendent on or before July 31, 2013, and an additional amount necessary to purchase an additional one-third year of PERS on or before July 31 of each successive year of this Agreement.

G. The District will provide the Superintendent, at its expense, a vehicle for his use. In addition, the District will pay the expenses for associated with the vehicle, including, without implied limitation, automobile insurance, automobile maintenance and fuel.

H. The District shall provide funding in the budget to pay the Superintendent's membership dues to the American Association of School Administrators and other professional groups in which the Superintendent deems necessary to maintain and improve his professional skills, as permitted by state law and as approved by the Board.

I. Recognizing the importance of a strong working relationship between the schools and the community, the District shall provide funding in the budget to pay dues, membership fees, and related fees for membership in service and civic associations.

J. The Superintendent shall be entitled to all other benefits and leaves afforded other District administrators.

10. PHYSICAL HEALTH

Superintendent shall undergo a comprehensive medical examination annually during his employment with the District. Said examination shall be made by a licensed physician selected by Superintendent. The Superintendent shall provide a statement from the physician regarding the Superintendent's physical ability to perform his regular duties and such statement shall be provided to the Board President for his or her review. The Board shall keep confidential the information provided in the physician's statement and the statement shall be filed separately from the Superintendent's personnel file. The costs of said medical examination and report shall be paid by the District. Nothing herein shall be deemed to waive the physician/patient privilege between the Superintendent and the physician with whom the Superintendent consults for the purposes of this paragraph.

11. EVALUATION

a. The Board and the Superintendent shall meet quarterly during the course of the year to discuss the working relationship between the Superintendent and the Board, progress towards meeting the mutually agreed-upon goals and objectives and agreed upon modifications to those goals and objectives.

b. By September 30, 2012, the Board and Superintendent shall meet to discuss and agree upon goals and objectives for the purposes of the evaluation of the Superintendent's performance for the 2012-13 school year. Thereafter, on an annual basis no earlier than May 1 and no later than July 31, the Board and the Superintendent shall meet and agree upon goals and objectives for evaluation for the succeeding school year.

c. In addition, by June 30 of each year of this Agreement, the Board shall evaluate the performance of the Superintendent using an evaluation form and process agreed to by the Board and the Superintendent. For this purpose, on or before September 30 of each year of this Contract, the Superintendent shall submit to the Board a recommended evaluation form and process. By October 31 of each school year, the Board shall meet with the Superintendent to discuss the recommended evaluation form and process and shall agree on the evaluation form and process for that school year.

d. Using the agreed upon evaluation form and process, the Superintendent, prior to his evaluation, shall provide the Board a written self appraisal of his accomplishments and attainment of the agreed-upon annual goals and objectives. After the Board receives the Superintendent's self-appraisal, the Board and Superintendent shall meet to discuss the written performance evaluation that will be provided to the Superintendent and to discuss related matters, including possible extensions of the term of this Agreement. Based on these discussions, the Board shall have overall responsibility for completing the agreed-upon evaluation form on behalf of the Board. By June 15 of each year of this Agreement, the Board shall provide the Superintendent with a copy of the completed evaluation form. The Superintendent shall have the right to respond to the Board's written evaluation either orally or in writing.

e. If the evaluation results in the Superintendent's performance being determined as unsatisfactory based on the agreed-upon form and process, the Board shall identify in writing specific areas where improvement is required, provide written recommendations for improvement, and notify the Superintendent that another evaluation will be conducted within six (6) months. Such written recommendations and specifications for improvement shall be provided within thirty (30) days of the date of the evaluation.

12. EXPENSES

The District shall pay or reimburse the Superintendent for reasonable expenses incurred by the Superintendent in the daily performance of his duties under this Agreement. The Board of Trustees shall have the right and ability, through the District's Internal Auditor, to audit any and all expenses incurred by the Superintendent and charged to the District on or before December 31 of each year of this Agreement, and on or before July 31 of each year of this Agreement.

13. PROFESSIONAL LIABILITY

A. To the fullest extent allowed by law, the District agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as an agent and employee of the District, provided the incident arose while the Superintendent was acting within the scope and course of his employment, and excluding criminal litigation except as permitted by NRS 391.271, and as such liability coverage is within the authority of the District to provide under state law. Nothing in this section, or in this Agreement, imposes any individual or personal liability on any individual Board of Trustee to be personally liable for indemnifying the Superintendent against such demand, claims, suits, actions and legal proceedings.

B. If a conflict exists as to the defense of such claim between a legal position of the Superintendent and a legal position of the District, the Superintendent may engage outside legal counsel for the Superintendent's representation, in which event District shall indemnify the Superintendent for the costs of legal defense as permitted by state law.

14. TERMINATION OF EMPLOYMENT CONTRACT

This Agreement may be terminated for the reasons outlined below.

A. The Superintendent and Board may mutually agree to terminate this Agreement.

B. The Superintendent may terminate his obligations under this Agreement by giving the District at least ninety (90) days written notice.

C. This Agreement may be terminated if the Superintendent is unable to perform all or substantially all of his duties, with or without accommodations, due to illness or other disability for a period of twelve (12) consecutive months. Thereafter, this Agreement may be terminated by the Board and the Board shall have no further liability or obligation to the Superintendent for compensation hereunder; provided, however, that the Superintendent will be entitled to receive (a) the payments prescribed under any disability benefit plan that may be in effect for District administrators and (b) and salary, reimbursements or other payments then due and owing. It is understood that nothing in this paragraph shall constitute a waiver of any rights that the Superintendent may have under applicable workers' compensation

laws, provisions of the American with Disabilities Act or provisions of state statues of similar effect.

D. This Agreement may be terminated by the Board for cause. For purposes of this Agreement, termination for cause shall mean termination of the employment of the Superintendent by the Board as the result of: (1) commission or omission of any act of fraud, embezzlement, theft or misappropriation by the Superintendent in connection with the Superintendent's employment with the Board; (2) any conviction, guilty plea or plea of nolo contendere by the Superintendent for any felony; or (3) material breach of this Agreement; and (4) termination for such other causes and reasons as provided by applicable federal or state law. The parties agree that in the event of the Board's proposed termination of the Superintendent for cause, the Superintendent shall have the right to written charges, a hearing before the Board as described in this paragraph ten (10) days advance written notice of said charges and hearing, and a written final decision. At any such hearing before the Board, the Superintendent shall have the right to be present to be heard, to be represented by counsel, to examine witnesses, and to produce testimonial and documentary evidence relevant to the charges. A transcript of the record of the proceedings before the Board shall be made available without charge to the Superintendent.

E. The Board may, at its option, by a minimum of ninety (90) days written notice to the Superintendent, unilaterally terminate this Agreement upon execution of a mutually agreeable release and payment and severance pay. Such severance pay shall include all of the aggregate salary, allowances and compensation he would have earned under this Agreement for one year from the actual date of termination, or the termination date set forth in this Agreement or amendment thereto, whichever is shorter. All of Superintendent's benefits shall continue until the expiration date of this Agreement, as set forth in this paragraph, unless otherwise mutually agreed upon by the Board and Superintendent in writing.

F. This Agreement shall terminate upon the death of the Superintendent.

G. Following the termination or end of this Agreement for any reason, the Superintendent or, in the event of the Superintendent's death, the Superintendent's estate shall be entitled to: (a) any earned but unpaid annual salary due at the time of termination of the Agreement; and (b) any vested retirement, accrued tax sheltered annuity and vested benefits hereunder.

15. MISCELLANEOUS PROVISIONS

A. Governing Law. This Agreement shall be governed by the laws of the State of Nevada.

B. Integration. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. Neither of the parties has relied upon any oral or written representation or oral or written information given to the party by any representative of the other party.

C. Severability. If one or more of the provisions of this Agreement are hereafter declared invalid or unenforceable by judicial, legislative or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

D. Modification. No change or modification of the terms or provision of this Agreement shall be deemed valid unless set forth in writing and signed by both parties.

E. Construction of Agreement. This Agreement will be liberally construed to effectuate the intention of the parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either party (including the party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the parties have participated equally or have had equal opportunity to participate in the drafting hereof.

F. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppels or otherwise.

G. Headings. The headings of sections of this Agreement have been inserted for convenience or references only and shall not affect the interpretation of any of the provisions of this Agreement.

H. Attorney's Fees. In the event of any action or proceeding (including, without implied limitation, any bankruptcy proceeding) to enforce or construe any of the provisions of this Agreement, the prevailing party in any such action or proceeding shall be entitled to attorney's fees and costs.

I. Further Assurances. Each of the parties hereto shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent and agreements of the parties hereto.

J. Assignment. Since this Agreement is for the employment of Superintendent and his specific knowledge and talents, both parties acknowledge that neither party shall assign this Agreement or any interests therein. Any such attempt to assign this Agreement is null, void and of no effect.

K. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

IN WITNESS HERETO, the District and the Superintendent agree to the terms set forth herein on the date specified in Section 2 above.

SUPERINTENDENT
WASHOE COUNTY SCHOOL DISTRICT

By *Pat Mattingly*
Superintendent

Date *7/25/12*

BOARD OF TRUSTEES
WASHOE COUNTY SCHOOL DISTRICT

By *Ken Green*
President

Date *7/24/12*

EXHIBIT 3

EXHIBIT 3



**Tuesday, July 22, 2014
Board Policy Committee**

1. Opening Items

- 1.01 Call to Order - 2 p.m. - Administration Building, Board Room 425 E. Ninth Street Reno, Nevada
- 1.02 Roll Call
- 1.03 Action to adopt the Agenda (FOR POSSIBLE ACTION) - Items on the agenda may be taken out of order by the Board. The Board may combine two or more items for consideration. The Board may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.
- 1.04 Public Comment - Comments from the public are invited at this time on topics not specifically addressed elsewhere in the agenda. A yellow "Citizen's Request to Speak" card should be filled out and submitted to the Panel Chairperson before speaking during the Public Comment section. All persons are limited to 3 minutes per item. The Panel is precluded from discussing or acting on items raised by Public Comment, which are not already on the agenda. The Panel may impose reasonable restrictions on the format allowed for public comment. Written comments submitted for public comment may be submitted to the Panel and will be attached to the minutes of the meeting.

2. Discussion, Review and Development of Board of Trustees Policies

- 2.01 Discussion, Review and Development of Governing Documents, to include Board Policy (For Possible Action)
- 2.02 Discussion of the Proposed Adoption of Board Policy 7088, Performance Based Contracting (For Possible Action)
- 2.03 Discussion of Proposed Revisions to Board Policy 1310, Political Activity in Schools (For Possible Action)
- 2.04 Discussion of the Proposed Adoption of Board Policy 9201, Bullying, Harassment and Discrimination Prohibited, and the Deletion of Board Policy 4111.3, Harassment/Sexual Harassment and Intimidation (For Possible Action)
- 2.05 Discussion of the Proposed Adoption of Board Policy 6505, Pathways to Early College Credit; and the Deletion of Board Policy 6142, Occupational Education, Board Policy 6171.2, Higher Education Cooperative Programs, and Board Policy 6500, AP/IB Classes (For Possible Action)
- 2.06 Discussion of the Proposed Adoption of Board Policy 6700, Charter Schools (For Possible Action)
- 2.07 Discussion of the Proposed Revision of Board Policy 6142.1, Sexuality, Health and Responsibility Education (S.H.A.R.E.) (For Possible Action)
- 2.08 Discussion of Proposed Revisions to Board Policy 9006, Officers and Duties of the Board of Trustees, and Board Policy 9100, Committees of the Board of Trustees (For Possible Action)

3. Closing Items

- 3.01 Public Comment - Comments from the public are invited at this time on topics not specifically addressed elsewhere in the agenda. A yellow "Citizen's Request to Speak" card should be filled out and

submitted to the Panel Chairperson before speaking during the Public Comment section. All persons are limited to 3 minutes per item. The Panel is precluded from discussing or acting on items raised by Public Comment, which are not already on the agenda. The Panel may impose reasonable restrictions on the format allowed for public comment. Written comments submitted for public comment may be submitted to the Panel and will be attached to the minutes of the meeting.

3.02 Adjourn Meeting

Members of the public wishing to request supporting materials for this meeting or who are disabled and require special accommodations at the meeting should contact Jennifer Batchelder, Executive Assistant to the Board of Trustees. Ms. Batchelder can be contacted in writing at PO Box 30425, Reno, Nevada 89520-3425 or by telephone at 775-789-4612. This agenda and supporting materials, when appropriate, have been posted at the following locations:

www.boarddocs.com/nv/washoe/board.nsf - Agenda (For Regular Board Meetings-supporting materials)

<http://www.washoe.k12.nv.us/trustees/events-calendar> - Agenda (For Regular Board Meetings-supporting materials)

Washoe County School District Central Administrative Building - Agenda only

Washoe County Administration Building - Agenda only

Washoe County Courthouse - Agenda only

Reno City Hall - Agenda only

Sparks City Hall - Agenda only

Sparks Library - Agenda only

Pyramid Lake Paiute Tribe Administration Building-Agenda only

Reno Sparks Indian Colony Administration Office-Agenda only

EXHIBIT 4

EXHIBIT 4

BY AUTHORITY OF THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS
AND ON RECOMMENDATION OF THE BOARD OF EXAMINERS

PEDRO MARTINEZ

HAVING PASSED THE EXAMINATION AND FULFILLED ALL REQUIREMENTS
PRESCRIBED BY THE ILLINOIS PUBLIC ACCOUNTING ACT IN THE STATE OF ILLINOIS
IS REGISTERED BY THE UNIVERSITY AS A

CERTIFIED PUBLIC ACCOUNTANT

IN WITNESS WHEREOF THIS CERTIFICATE IS ISSUED THIS FOURTEENTH DAY
OF AUGUST, ONE THOUSAND NINE HUNDRED NINETY-TWO.

CERTIFICATE NO. 58,051

Maxwell J. ...
Daniel W. ...
Kathleen ...
Joseph L. ...
Robert ...

BOARD OF EXAMINERS



Paul ...
PRESIDENT OF THE UNIVERSITY
Monte M. Thompson
SECRETARY OF THE BOARD OF TRUSTEES

EXHIBIT 5

EXHIBIT 5

Undergraduate Affairs

COLLEGE of BUSINESS
at ILLINOIS

PROSPECTIVE STUDENTS ACADEMICS AND ADVISING SPECIAL PROGRAMS ABOUT US

[Online Handbook](#)[The Academic Calendar](#)[Office of Undergraduate Affairs Team](#)[College Information](#)[Degree Information](#)[Graduation](#)[College Policies](#)[Student Organizations](#)[Site Map](#)

Undergraduate Affairs
1055 Business Instructional
Facility
515 East Gregory Drive
Champaign, IL 61820
Phone: (217) 333-2740
Admissions: (217) 244-3890
Fax: (217) 244-9992
[Email Us](#)

[Undergraduate Affairs](#) > [Student Handbook](#) > [Earn a Degree](#) > [Component 3](#) > Bachelor/Master in Accountancy

BACHELOR/MASTER IN ACCOUNTANCY

The Bachelor/Master in Accountancy program prepares students for entry into both non-public and public accountancy careers through advanced study in an accountancy graduate program. This program includes preparation for the 150-hour requirement to be a candidate for the CPA examination in the State of Illinois. Admission to the Bachelor/Master in Accountancy program is competitive and follows a two-stage process.

First Stage Admission

Students applying to the first stage should complete the First Stage Admission Application and the Accountancy Scholarship Application. Admission requirements for the first stage include:

- Admission in good standing in the College of Business with a declared major in accountancy and at least 90 semester hours of credit by the start of the term for which the student seeks admission, including ACCY 301, ACCY 302, ACCY 303, and ACCY 304;
- A grade point average of at least 3.0 (A=4.0) for the last three semesters of undergraduate course work and for undergraduate accountancy major course work (including both required and elective courses). The grade point averages will include both grades of any repeated courses. Students must take business courses for a grade. When calculating grade point averages, the Department will treat business courses with a grade of CR as a C- and those with a grade of NC as an F. Business courses include those with accountancy, business administration, finance, and economics rubrics.

Application Checklist-First Stage Applicants

Below is a list of the materials the Department must receive for a complete file.

- First Stage Admission Application
- Accountancy Scholarship Application (Financial aid decisions are made once a year. Each spring decisions are made for the following academic year. Financial aid deadline-Feb. 1. Students applying for Spring admission by Sept. 1 do need to submit this application at that time.)

Required Deposit

The Department requires students who accept admission to the first stage of the BS/MAS in Accountancy program to submit a \$1,500 deposit to reserve a space in the program. The deposit must be in the form of a check or money order payable to the Department of Accountancy University of Illinois at Urbana-Champaign. This deposit is effective for applications submitted to the Department on or after October 1, 2008. The deposit is due upon student acceptance of the Department's offer of admission to the program and the Department will not process admission until it receives the deposit. The Department will apply the full deposit to the student's account in the first term that the student registers as a graduate student in the MAS program. The deposit is refundable in the event the Department does not accept the student's application to the MAS program.

Second Stage Admission

Admission requirements for the second stage, which also requires admission to the Graduate College, include:

- Admission in good standing in the Department's Bachelor/Master in Accounting Science program and at least 120 semester hours of credit by the start of the term for which the student seeks admission, including ACCY 405.

- A grade point average of at least 3.0 (A=4.0) for the last three semesters of undergraduate course work, for undergraduate accountancy major course work (including both required and elective courses) and for any graduate course work taken while in the first stage of the program. The grade point averages will include both grades of any repeated courses. Students must take business courses for a grade. When calculating grade point averages, the Department will treat business courses with a grade of CR as a C and those with a grade of NC as an F. Business courses include those with accountancy, business administration, finance and economics rubrics, work taken while in the first stage of the program;
- Names and addresses of three academic references;

Applicants whose native language is not English are required to take the TOEFL Internet-Based Test (iBT) or the IELTS exam. The Department requires a total TOEFL score ≥ 103 to be exempt from the English Placement Test requirement. In addition, the Department requires a speaking score ≥ 24 for purposes of admission and ≥ 26 for purposes of graduate assistantship and financial aid awards. The IELTS exam requirement for program admission & financial aid consideration is a speaking score of ≥ 8 . **There are no exemptions from the TOEFL iBT or IELTS exam.**

Application Checklist-Second Stage Applicants

Below is a list of the materials the Department must receive for a complete file.

- Second Stage Admission Application
- Application Fee
- Accountancy Scholarship Application (Financial aid decisions are made once a year. Each spring decisions are made for the following academic year. Financial aid deadline—Feb. 1. Students applying for spring admission by Sept. 1 do need to submit this application at that time.)
- UIUC transcript
- TOEFL or IELTS score (required for applicants whose native language is not English)
- Declaration & Certification of Finance form (international students only)
- Concentration or minor application in or application

Students interested in applying for a concentration or minor will need to complete the appropriate application.

- Finance Minor
- International Business and Corporate Governance
- Information Technology Minor
- Taxation Concentration

The admission requirements of the Graduate College also apply; students are advised to familiarize themselves with the Graduate College's Handbook for Graduate Students and Advisors. Admission to the Graduate College will be on limited status prior to completing all requirements of the BS in Accountancy.

Degree Requirements

Students enrolling in the Bachelor/Master in Accountancy program may pursue a minor in finance, information technology, or international business and corporate governance, or a concentration in taxation. A student who elects not to pursue a minor or concentration will select their electives to form a coherent program of study. The course requirements for the MAS program for applicants pursuing the BS/MAS program are:

Grad Hours	Courses
4	ACCY 510-Financial Reporting Standards
4	ACCY 511-Risk Measurement/Reporting I
4	ACCY 512-Risk Measurement/Reporting II
4	Accountancy elective
8	Non-accountancy electives
8	Electives (either accountancy or non-accountancy)

32 Total for MAS

The electives, both accountancy and non-accountancy, shall form a coherent program of study, approved by a program advisor. At least 20 of the 32 total graduate hours must be in 500-level courses and at least 24 of the 32 total hours must be earned while enrolled in the Graduate College at the Urbana campus. Students must maintain a minimum grade point average of 3.0 (A = 4.0) to continue in, and graduate from, the MAS program. All courses applied toward the 32 graduate hours required for graduation must be taken for grade and not on a credit/no credit basis. Once admitted to the first stage of the Bachelor/Master in Accountancy program, but prior to Graduate College admission (the second stage), students may earn the equivalent of up to 8 graduate hours and apply those equivalents toward their Master's degree requirements. In doing so, students cannot double count the credit from such courses toward their Bachelor's degree requirements.

Students enrolling the Bachelor/Master Program will complete the Bachelor of Science in Accountancy and the Master of Accounting Science (MAS).

The CPA Exam

The CPA Exam is now offered in a computerized format (CBT), up to six days a week during two out of every three months throughout the year, providing more flexibility for the examination candidates. The four parts of the CPA Exam are:

- Auditing and Attestation (4 hours)
- Financial Accounting and Reporting (4 hours)
- Regulation (3 hours)
- Business Environment and Concepts (3 hours)

The passing standard for the CBT is a scaled score of 75 for each section. If candidates receive less than 75 on one or more sections, they may re-take those sections during the next "testing window." Candidates must pass all four sections of the Uniform CPA Examination within a "rolling" eighteen-month period, which begins on the date that the first section(s) passed is taken.

Sample Schedule for Bachelor of Science in Accountancy

<i>Freshman</i>	First Semester		Second Semester	
	Econ 102 or 103		Econ 102 or 103	
	Math 125 or Calculus (Math 220, 221, or 234)		Math 125 or Calculus (Math 220, 221, or 234)	
	Comp I or CMN 101		Comp I or CMN 101	
	CS 105, Foreign Language		CS 105, Foreign Language	
	General Education or Elective	15-16	General Education or Elective	15-16
<i>Sophomore</i>	First Semester		Second Semester	
	Accy 201		Accy 202	
	Econ 202		Econ 203	
	Econ 302		Fin 221	
	General Education or Elective		General Education or Elective	
	General Education or Elective	15-16	General Education or Elective	15-16
	Note: Accy 201 requires sophomore standing and completion of econ 102/103. Fin 221 requires completion of or concurrent enrollment in Accy 202 & Econ 203. Econ 302 may be taken during sophomore or first semester junior year. Advanced Composition may be taken after completion of Comp I.			
<i>Junior</i>	First Semester		Second Semester	

BADM 310		BADM 320	
Accy 301		BADM 300	
Accy 302		Accy 303	
General Education or Elective	14	Accy 304	
		General Education or Elective	14-16

Note: BADM 310 must be complete before enrollment in Accy 304.

<i>Senior</i>	First Semester	Second Semester	
	Accy 405	BADM 449	
	Accy 312-optional	Electives	16
	Electives		16

Note: BADM 449 requires senior standing.

General Education	University Requirements
Humanities & Arts-3 courses	Comp I
Cultural Studies-2 courses	Advanced Comp
Natural Sciences-2 courses	Foreign Language
Behavioral Science-1 course	

~~In the State of Illinois, students are issued a CPA Certificate after passing both the CPA Exam and an Exam on Professional Conduct. The CPA license is earned only after one year of appropriate experience is completed. Currently, individuals in possession of a CPA Certificate may hold themselves out to the public as a CPA. After July 1, 2010 first-time Exam candidates will need to earn the license in order to qualify for the CPA designation.~~

The CPA Exam Eligibility Requirements in Illinois are:

The Illinois Board of Examiners (IBOE) is modifying the educational requirements to sit for the Uniform Exam in the State of Illinois. The revised educational requirements will be effective for those taking the exam on *or after July 1, 2013*.

Given the effective date of the IBOE changes to the educational requirements, and assuming a five-year UIUC accountancy curriculum, these changes may affect students who entered the university as an undergraduate freshman on or after July 1, 2009.

The Department of Accountancy does not consider a student who earns only a baccalaureate degree (with or without a second baccalaureate degree) as qualified to enter the public accountancy profession. The Department considers the minimum requirements for entry into the public accountancy profession to be either a Master of Accounting Science or Master of Sciences in Accountancy degree.

For more details on about the educational requirements, please consult with an Accountancy advisor or visit www.ilboa.org.

[Back to Major Requirements](#)



EXHIBIT 6

EXHIBIT 6

Snell & Wilmer
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William E. Peterson
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July 23, 2014

DENVER
LAS VEGAS
LOS ANGELES
LOS CABOS
ORANGE COUNTY
PHOENIX
RENO
SALT LAKE CITY
TUCSON

Via e-mail to: rdrake@washoeschools.net
and U.S. Mail

Randy Drake
Chief General Counsel
Washoe County School District
Office of the General Counsel
425 E. Ninth Street
Reno, Nevada 89512

Re: Pedro Martinez

Dear Randy:

I have been retained by Pedro Martinez to represent him in seeking equitable relief and damages for the wrongful termination of his employment as Superintendent of the Washoe County School District and related claims. The District and its Trustees have violated both Nevada law and the employment agreement with Mr. Martinez. The purpose of this letter is to put you, the District and the Board of Trustees on notice of his claims so that you will take all actions required by you under the law of this state, and your professional responsibility, to protect and preserve all discoverable evidence relating to this matter. As you know, even when an action has not yet been commenced, a party with notice of a potential legal claim has a duty to protect and preserve all evidence which it knows or reasonably should know may be relevant to the potential action. *See Fire Insurance Exchange v Zenith Radio Corp.*, 103 Nev. 648, 747 P.2d 911 (1987); *Kimberly Bass-David v Davis*, 122 Nev. 442, 134 P.3d 103 (2006).

In this particular context, the District is required to issue a "litigation hold" applicable to all persons and departments which might possess or have any custody or control over discoverable material, including you, your legal department, and all Trustees involved in Mr. Martinez' termination. Accordingly, on behalf of Mr. Martinez, this letter constitutes a demand that you immediately issue such a litigation hold to all Trustees and all persons employed by the District who might have discoverable material and inform them of their legal and ethical responsibilities in this regard. This "litigation hold" will include any and all emails sent to or received by all trustees or other persons involved in the matter, whether over the District server

Randy Drake
Page 2
July 23, 2014

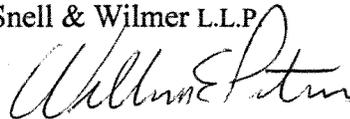
or personally, all telephone call records, including records of all calls sent or received, all text messages, all voice messages, all voice mails, all notes relating to this matter whether made in a meeting or not, all agendas, proposed agendas and draft agendas, all audio recordings, all reports or other documents of "investigations" of Mr. Martinez, all correspondence relating to this matter, and any and all other records of any kind or nature, electronic or otherwise, that relate to the termination of Mr. Martinez.

Please confirm in writing to me when such a litigation hold has been issued. Once the action has been commenced, I will make a formal demand on behalf of Mr. Martinez for all this information. I will also ask in depositions of the Trustees and others whether and when they received a "litigation hold" directive and what efforts were made to protect and preserve all information relating to this matter.

If you have any questions, I may be reached at 785-5407 or at wpeterson@swlaw.com.

Very truly yours,

Snell & Wilmer L.L.P.



William E. Peterson

WEP:hw1

EXHIBIT 7

EXHIBIT 7

Snell & Wilmer

L.L.P.
LAW OFFICES

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William E. Peterson
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July 24, 2014

DENVER
LAS VEGAS
LOS ANGELES
LOS CABOS
ORANGE COUNTY
PHOENIX
RENO
SALT LAKE CITY
TUCSON

Via e-mail to: rdrake@washoeschools.net
and U.S. Mail

Randy Drake
Chief General Counsel
Washoe County School District
Office of the General Counsel
425 E. Ninth Street
Reno, Nevada 89512

Re: Pedro Martinez

Dear Randy:

The WCSD Board of Trustees has agendized as Item 3.01 for its upcoming July 29 meeting a discussion of the "superintendent's contract" and has further provided public notice that the Board may take "possible action" related to that Item. In a publicly released statement, the Board President has clarified that any "possible action" will be with respect to "the future of the Superintendent's employment contract" with WCSD.

Please confirm to me before the end of that day that there will be no discussion of Superintendent Martinez' character, alleged misconduct or competence and no administrative action taken against him in connection with this agenda item. Any such discussion would clearly violate Superintendent Martinez' due process rights and also both the language and the intent of Nevada's Open Meeting Laws which contains specific provisions regarding any such discussions or actions. *See NRS 241.033; 241.034.* The Board has already violated Nevada's Open Meeting laws by taking action on a non-agendized matter in a closed session to dismiss Superintendent Martinez (or, as the District's current spin would have it, to put him on "paid administrative leave"). Superintendent Martinez welcomes discussions of his character, any alleged misconduct or his competence but only in properly noticed circumstances in which he may present written evidence as well as oral testimony on his own behalf.

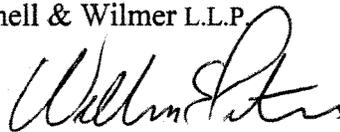
This letter also constitutes a demand under NRS 241.020(5) and (6) for copies of any "supporting" material provided to the Board with respect to Item 3.01. Any such material may be provided to me electronically at wpeterson@swlaw.com.

Randy Drake
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July 24, 2014

I look forward to hearing from you.

Very truly yours,

Snell & Wilmer L.L.P.



William E. Peterson

WEP:hwl