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June 27, 2019

VIA EMAIL TRANSMISSION

President Katy Simon Holland
Vice President Malena Raymond
Board Member Ellen Minetto
Board Member Scott Kelley
Board Member Andrew Caudill
Board Member Angela D. Taylor, Ph.D.
Board Member Jacqueline Calvert
WCSD Board of Trustees
425 E. Ninth Street
Reno, Nevada 89512

Re: Traci Davis

Dear President Holland and Members of the Board of Trustees:

I am the attorney for Superintendent Traci Davis and write on her behalf to address the allegations made against her in the June 13, 2019 letter from Trustee Holland and the June 21, 2019 letter from District Counsel Rombardo and the attendant circumstances. The substance of both letters is identical (except for a corrected typographical error) and sets forth 17 separate charges against Superintendent Traci Davis for alleged violations of: (1) her Employment Agreement, (2) her fiduciary duties to the District, (3) Board Policies 4505, 5700 and 9200, (4) Administrative Regulation 4425, and (5) Nevada statutory law. The only specific factual allegations are contained in the third paragraph of the June 21 letter (second paragraph of the June 13 letter) as follows:

“[T]he District now possesses conclusive evidence, in Lasic’s own words, that he received or accessed confidential information regarding the Investigation and that within hours, and sometimes only minutes, he transmitted said confidential information to Green and/or Ricci. The confidential information included documents, reports, attorney-client privileged communications, attorney work product, and/or verbal communications from meetings with senior leadership personnel in charge of the Investigation that could only have been obtained

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improperly from verbal communications in meetings at which you were present, from documents you possessed, and/or email communications that you were included on, and with substantial evidence that you provided access to said information."

The only allegations against Superintendent Davis are that she was present at meetings, possessed documents, and was included on emails from which confidential information was improperly obtained. There is no assertion that she was the only person present at any such meetings, the only person in possession of such documents, or the only person included on the emails.

The claim of "substantial evidence that [Superintendent Davis] provided access to said information" is based on 225 pages of handwritten notes, text messages and emails from or exchanged by, between or among Byron Green, David Lasic, Jenny Hunt (Ricci), and David Frydman, with occasional attachments, but not a single email, text message, letter, or note from Superintendent Davis (and the District certainly conducted an exhaustive email and record search before bringing these charges), and not a single email, text message, letter or note from any of the persons involved in any of these communications, stating, or indicating that any of the information mentioned or discussed came from Superintendent Davis, or identifying her as a source.

In fact, some of the documents suggest an alternative source. On the page which is bates-stamped PL0357, for example, David Lasic identifies Neil Rombardo as having sent a memo to "his clients" (the Board) without realizing that Mr. Lasic was automatically included on all such emails although not named as an addressee. It also must not have occurred to anyone that Superintendent Davis fired Ms. Ricci and would not have any interest in assisting her in a lawsuit based on that termination. Not only is there no evidence that Superintendent Davis provided confidential information to Ms. Ricci or otherwise "assisted" her complaint, Superintendent Davis had no motive to do either, but rather a motive and interest only in doing the exact opposite.

Having reviewed the entire packet, I cannot identify a single document or even a statement that supports or, frankly, is even relevant to the claim that Superintendent Davis improperly provided confidential information or access to such information. Other than the one reference to Counsel Rombardo's memo, there is furthermore not even any information that falls within the categories of reports, attorney-client privileged communications, attorney work product, etc.

Superintendent Davis denies that she provided David Lasic or anyone else with improper access to confidential information. But the District is aware of that. Both the June 13 and June 21 letters acknowledge that Superintendent Davies denied leaking any confidential information.

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That denial is not contradicted by a single piece of paper either originating with Superintendent Davis or identifying Superintendent Davis as the source of any such communication, or any witness stating, representing or testifying that Superintendent Davis provided or communicated any confidential information, or provided Mr. Lasic or anyone else with access to such information.

Because the District is a large organization, when confidential information is leaked, there is ordinarily an investigation. The leak of confidential information is not treated as a convenient opportunity to accuse an employee who is a target for other reasons. Here, however, there is no record of or reference to any investigation into all the persons who attended the meetings with Superintendent Davis, who possessed the same documents, how such person or persons protected the confidentiality of such documents, who they may have intentionally or unintentionally shared such documents with, or discussed information with, or who were included on the same emails (intentionally or unintentionally) and thus had access to the same alleged confidential information. In fact, no one apparently even asked David Lasic how he obtained the alleged confidential information.¹ Instead, and notwithstanding her acknowledged and uncontradicted denial, this Board apparently met (very likely in violation of the Open Meeting law), decided to seize the occasion to accuse Superintendent Davis of “providing access” to the alleged confidential information as a basis for terminating her Employment Agreement, and authorized Board President Holland to send the June 13 letter.

The June 13 and June 21 letters inflate the single allegation that Superintendent Davis improperly either provided confidential information or access to such information to Mr. Lasic into 17 separate charges including failing to provide a safe learning environment and failing to keep the Board informed of issues, all without any further specification, explanation or evidence. The 17 charges are a laundry list which can only be intended to lend false gravitas to an absence of substantive content. The District’s purpose here is clear – to circumvent the normal evaluation process and terminate Superintendent’s Employment Agreement “for cause” on an expedited timetable with no regard for fairness, due process or the truth.

That purpose is further manifested by the pattern of deception, misrepresentation and manipulation demonstrated by the District in bringing these charges and the political strategy to defame her and her counsel in public after bringing those charges. That pattern includes deliberately deceiving Superintendent Davis into staying after the Incline High School

¹ I am informed that at least one of you received a direct communication from Mr. Lasic, that Superintendent Davis neither provided him with any confidential information nor allowed him access to any such information or communications. This denial has been communicated to others as well.

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graduation ostensibly to discuss her evaluation and the District's Strategic Plan only to be served personally by Board President Holland with the June 13 letter and the 225 pages of "evidence." When Superintendent Davis asked what the reason was for the deception, President Holland said that the Office of the General Counsel told her to do it that way. The deliberate deception reveals the District's mindset. It was all completely unnecessary. Superintendent Davis would have willingly accepted service at any time. The same pattern is manifested in the District's overreaction to Superintendent Davis' written communication through her counsel last Wednesday afternoon, that if her leave of absence was voluntary, then she was voluntarily returning to work. That statement resulted in a Monte Python type of reaction to shut buildings down and keep employees at home for two days, at who knows how many multiple thousands of dollars of taxpayer expense. This was followed by a written concession from District Counsel that contrary to its former public statements, the District had, indeed, insisted on the leave of absence as a condition for negotiating a settlement, and was continuing to insist that Superintendent Davis remain on that leave of absence. Superintendent Davis complied with that instruction after receiving it, and informed the District just a few hours later that she would not be returning to work, but the District had already issued instructions to close the buildings and keep employees home. This was all political theatre for the obvious purpose of enabling the District to accuse Superintendent Davis of wasting taxpayer money.

Also, the June 13 letter states that the District had received the documents ostensibly supporting the charges on May 29, 2019; and, when served with the June 13 letter, Superintendent Davis was also informed that each of you had received the package earlier that week. The only possible purpose for the District intentionally to delay serving Superintendent Davis was to provide her the minimum 5-working day notice required by the Open Meeting law for a June 21, 2019 meeting.

From May 29 to June 13, no one from the District confronted Superintendent Davis, or to our knowledge, Dr. Green or Mr. Lasic about these documents, or the inferences being drawn from them, or asked for any explanation or clarifying information at all. Instead, when the June 13 letter was drafted (presumably by counsel), the opinion attributed to outside counsel Anthony Hall that "*the evidence indicates that [Superintendent Davis] played a role in Lasic, Green, and Ricci's actions*" had been transformed and recast into "*substantial evidence that [Superintendent Davis] you provided access to said information.*"

Furthermore, contrary to the District's repeated representations to the public, Superintendent Davis did not request a leave of absence. After being retained by Superintendent Davis on Monday, June 17, I called District Counsel Rombardo, informing him that I was reviewing the matter and suggested that something might be worked out, but more time was needed as I could not review the 200+ pages of documents, conduct meaningful settlement negotiations, and prepare for a Friday hearing all at the same time. We reached an accommodation to vacate the hearing, provided the clients agreed.

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I called Counsel Rombardo a short time later to confirm Superintendent Davis' agreement at which time he stated that Board President Holland would not agree unless Superintendent Davis also agreed to take an immediate leave of absence using her own vacation or paid time off until June 30, 2019. That 12-day period was intended to provide the time to negotiate a resolution of this matter.

Superintendent Davis agreed to the "leave of absence" condition; but when I called Counsel Rombardo later that day to inform him, he told me that Board President Holland now demanded that Superintendent Davis agree not to a 12-day but rather an "indefinite" leave of absence. In President Holland's interview with the Reno Gazette Journal, she expressly described the leave as indefinite. The reason Counsel Rombardo gave was to allow the time to schedule and notice a future hearing in the event negotiations failed and we were unable to resolve the matter by June 30, 2019, but assurances were provided that effort would be made to reschedule such hearing for July. With these assurances, I went back to Superintendent Davis and she agreed to an "indefinite" leave of absence. When I let Counsel Rombardo know that Superintendent Davis had agreed to this new condition, he asked that I confirm the leave of absence in an email specifically mentioning Board Policy 9082. Although it appears in hindsight to have been a set-up, at the time, in good faith, I did as I was asked and sent the confirming email on Monday afternoon, June 17. This exchange is documented in Exhibits 1, 2 and 3.

Although my "confirming" email came late in the day, the District immediately terminated Superintendent Davis' email service, not the ordinary practice with a voluntary leave of absence, and served (obviously previously prepared) termination letters on Dr. Green and Mr. Lasic. Exhibits 4 and 5. The following morning (Tuesday, June 18), Counsel Rombardo accused me and Superintendent Davis of leaking information to the press. He described a telephone call received by one of you the previous evening from a newspaper reporter. Counsel Rombardo advised me that this "leak" had "cratered our negotiations before they even begin," that the District would put out a statement, and that further leaks would terminate all further discussions. Exhibit 6.

I responded later that morning denying that Superintendent Davis or I were the source of the leaks because we were not, pointing out that public disclosure was inevitable in any event which I stated "*was as it should be*," and informing Counsel Rombardo that I had already prepared a response to the June 13 letter which I was holding in abeyance pending negotiations and that I wanted to send it right away if negotiations had "cratered." I further stated that I would send a proposed settlement "very soon" if "we were still negotiating." Exhibit 7. As noted above, our agreement to attempt to reach a negotiated settlement had made June 30, 2019 the deadline.

In that response as well, I reminded Counsel Rombardo that a newspaper reporter had apparently showed up for a 9 a.m. meeting at the District pointing out that neither Superintendent

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Davis nor I could have leaked the information about that meeting since we were not aware of it. I also commented about the District's termination of Mr. Lasic and Dr. Green and stated that "*I assumed that this [the termination of Lasic and Green] was the real reason for the requested leave of absence.*" I made this assumption because notwithstanding Board President Holland's June 13 letter to Superintendent Davis directing that she not make any personnel decisions or staffing changes of any kind pending the June 21 hearing, President Holland had countermanded those directions in an email to Superintendent Davis on Friday night, June 14, 2019, advising her to terminate Mr. Lasic and Dr. Green immediately. Exhibit 8.

Superintendent Davis understands that the District can terminate her Employment Agreement, that a majority of the Board is prepared to approve that termination, and that the issue is the severance provision under the Agreement. Superintendent Davis had no reason to request a leave of absence but, at the same time, no reason not to agree to a leave of absence as the District's condition for entering negotiations, which the District now concedes.

When Board President Holland erroneously informed the public that Superintendent Davis had requested the leave of absence without offering her reasons, that she (Holland) wanted to give Superintendent Davis time to think, and that she (Holland) was unaware of any investigations regarding Mr. Lasic or Dr. Green, or the reasons for their termination, it occurred to me that the information and documents provided in the Ricci litigation had presented an opportunity for the District not only to fire Dr. Green and Mr. Lasic but to oust Superintendent Davis as well without paying the severance required by the Superintendent's Employment Agreement.

This notion of a scheme, or opportunity to oust all three was further reinforced when Board President Holland informed the public that she was re-noticing the public hearing because Superintendent Davis and her legal counsel "*failed to comply with the most basic requests for a timely response.*" This narrative of voluntary leave was repeated by the WCSD in interviews, and in publicly released statements lending credence to the proposition that the immediate leave of absence was demanded to remove Traci Davis immediately to enable the immediate firing of Lasic and Green, which is what, in fact, occurred. In point of fact, two proposals had been provided to the District before that public statement, and the District had not responded to either of them. Those proposals are attached (Exhibits 15 and 16). The first was promised to be delivered not later than Friday morning, June 21, which occurred. When there was no response to that proposal, I provided a second proposal that afternoon. Instead of responding, the District asked me to accept service of the June 21 letter resetting the hearing for July 1, 2019, followed by the statement quoted above from Board President Holland to the public asserting Superintendent Davis' and my "failure" to "comply with the most basic requests for a timely response." That statement was patently untrue.

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The parties agreed to negotiate until June 30 at Superintendent Davis' expense followed by a resetting of the hearing for some time in July if negotiations failed. On behalf of Superintendent Davis, I provided two proposals within 7 days of the time she was served and within 4 days of hiring counsel. The District responded to neither proposal but Board President Holland informed the public that, because the District had received no response, she was compelled to reset the hearing. The only explanations for this disconnect are either an inexplicable failure of communications inside the District or a desire to complete the original plan to terminate Mr. Lasic, Dr. Green and Superintendent Davis.

As an attorney who deals in facts and evidence, I am not a conspiracy theorist. However, the provably false disclaimers of any knowledge of facts regarding any investigations into Dr. Green and Mr. Lasic coincident with the claim that Superintendent Davis took a "voluntary" leave of absence, gives me pause. In truth, as known to all the members of this Board, Dr. Green was extensively investigated and had filed his own claims that the District settled in March of 2019. A copy of the settlement agreement is attached as Exhibit 17. In that settlement, the District agreed, in exchange for Dr. Green's agreement to no monetary payment, that it would "close all current and currently-contemplated investigations. . . and [would] not subject Dr. Green to any discipline as a result of any such current and currently contemplated investigations." The agreement continues as follows:

For purposes of clarity, the currently contemplated investigations concern: (a) the source of information Dr. Green had concerning a personnel matter between Dr. McNeill and her assistant; (b) communications concerning the conclusions of the Solutions at Work investigation to Dr. Green before it was final; (c) communications with Ms. Ricci about the issues and facts being investigated by Dustin Grate [an investigator for outside counsel Anthony Hall]; and (d) documents used by Dr. Green in support of his public records request.

Dr. Green was officially forgiven and excused from the same claims for which he has now been terminated.

It is naturally problematical to fire an employee for alleged misconduct from which he was expressly excused as part of the consideration for an agreement, but that is a matter for Dr. Green's attorney to address. I am informed that the Members of this Board were not only aware of the Green settlement agreement, but further convened a meeting expressly to discuss incidences of "leaks" regarding the Ricci and Green investigations in late 2017 and/or early 2018. It is my understanding that the Members of this Board including Board President Holland were informed at that meeting that Mr. Lasic was leaking information to Dr. Green. While this Board and the Office of General Counsel (or its outside counsel) were aware of these collateral

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facts, no one bothered to inform Superintendent Davis, who had been recused from the investigation of Green's claims.

Superintendent Davis was never made aware of the settlement, or the circumstances surrounding it, including that Mr. Lasic was leaking information to Dr. Green. It appears that everyone was aware that Mr. Lasic was leaking information to Green by the first quarter of 2018 except Superintendent Davis. She did not learn of the Settlement Agreement until she called Dr. Green to let him know that she had been advised by Board President Holland to fire him immediately. At that time Dr. Green told Superintendent Davis that he had a settlement agreement in which the District had agreed he would not be disciplined regarding those leaks. This Board and District Counsel and Staff, excluding Superintendent Davis, have known that Mr. Lasic had leaked confidential information to Dr. Green for some 15 months. The issue apparently did not generate enough concern even to call for further investigation. However, now that Superintendent Davis has conveniently been accused of being the source of the leaked information, the matter is "urgent" and requires a hearing on limited evidence and minimal notice.

Why is it that District leadership, including General Counsel Rombardo and Dr. Green's supervisor, Kristen McNeill, were aware of leaks in early 2018 and negotiated a settlement with a suspected perpetrator of such leaks, but Superintendent Davis was kept in the dark? Why is it that the District's investigation of those leaks in 2017-2018 did not identify Superintendent Davis, yet she is now accused of being the source? Why, after District's receipt of the documents in the Board packet in late May 2019, did no one even ask David Lasic, the presumed source of these leaks, how he acquired the confidential information? Why is it that no one asked Dr. Green, the recipient of the information, and also an employee, where and how he got the information? Employees are required to answer such questions and can be fired without risk, for not cooperating or failing to give full and truthful answers. Instead, when it received the documents (which contained no new information), the District saw and grabbed the opportunity to fire Mr. Lasic, Dr. Green and Superintendent Davis. The actions of the District here give the lie to their accusations against Superintendent Davis.

A termination for cause is governed by Section 10 of Superintendent Davis' Employment Agreement, a copy of which is included in your Board packet. Section 10 defines "Cause" as:

- (1) a conviction ... of any felony or gross misdemeanor of a crime of moral turpitude, or driving while impaired,
- (2) any act of dishonesty or fraud, embezzlement, theft, unethical conduct in the performance of duties and responsibilities under the agreement,
- (3) failure to maintain Nevada Department of Education licenses,
- (4) failure to report any violation by Davis of law or policy that other employees are required to report and for which they could be terminated, and

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(6) any reason constituting Cause as defined by Nevada law.²

The Nevada Supreme Court has defined cause for termination of a public official as:

... legal cause, and not any cause which the officer authorized to make such removal may deem sufficient. It is implied that an officer cannot be removed at the mere will of the official vested with the power of removal, or without any cause. The cause must be one which specifically relates to and affects the administration of the office, and must be restricted to something of a substantial nature directly affecting the rights and interests of the public. The cause must be one touching the qualifications of the officer or his performance of his duties, showing that he is not a fit or proper person to hold the office. An attempt to remove an officer for any cause not affecting his competency or fitness would be an excess of power and equivalent to an arbitrary removal.

Lapinski v. City of Reno, 95 Nev. 898, 901-902, 603 P.2d 1088 (1979) (quoting *Ex rel. Whalen v. Welliver*, 60 Nev. 154, 158, 104 P.2d 188, 190-191 (1940); *Hardison v. Carmany*, 88 Nev. 670, 676-677, 504 P.2d 1, 5 (1972)).

The June 13 and June 21 letters allege none of these things, except perhaps to characterize the allegation that Superintendent Davis provided Mr. Lasic with “access” to confidential information as an act of “dishonesty.” Section 10 is not even referenced in the Notice, and none of the allegations of breach of fiduciary duty, failure to follow Board policy, etc. would support a termination for Cause under that Section of the Employment Agreement. In short, the charging document is defective.

In *Lapinski*, the Nevada Supreme Court further held that, when a public body holds a public hearing on the possible termination of a public official, the public body is “obliged” to provide a “substantially fair hearing” and that the burden of proof is on the public body to prove that “legal cause” exists for the termination. 95 Nev. at 901, 603 P.2d 1088. No one could confuse the minimal notice or the allocated 20 minutes to “respond to the information presented, present written evidence, provide testimony, and present specific witnesses” with respect to 17 separate charges (about 70 seconds per charge) with a “substantially fair hearing.”

With respect to the 17 charges, it should be noted that NRS 391.750 is not applicable to superintendents and that the Employment Agreement expressly provides that Superintendent Davis is excluded from the due process protections of NRS Chapter 391.750. In addition, the

² There is no “5.”

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reference to Superintendent Davis having violated her contract to “well and faithfully dedicate all of [her] professional time and attention for the sole benefit of WCSD” intentionally omits the remainder of that provision which states “*and to or for no other employment, professional endeavor or personal business for profit.*” Superintendent Davis has no “other employment, professional endeavor or personal business for profit” and no facts have been alleged to the contrary because no such facts exist. It should also be obvious that accusations of: (1) failing to build and maintain a collaborative and cooperative working relationship with the Board in the best interest of WCSD, (2) fostering and managing a spirit of cooperation and collaboration between WCSD staff and the board, (3) failing to meet fiduciary duties under the law, and (4) failing to follow board policies and administrative regulations cannot be sustained on the sole factual allegation here that Superintendent Davis provided confidential information or access to such information to Mr. Lasic

The June 13 and June 21 letters report that District outside counsel Anthony Hall had stated, in a startling waiver of the District’s attorney-client privilege in ongoing litigation, that Mr. Lasic assisted Ms. Ricci and Dr. Green in responding to District investigations and in formulating their complaints against the District and that Dr. Green persisted in a pattern of harassment, intimidation and insubordination. The June 13 and June 21 letters then attribute all of these improprieties to Superintendent Davis, without any evidence whatsoever. Mr. Hall’s accusation that Mr. Lasic passed on confidential information to Ms. Ricci and Dr. Green is likewise imputed to Superintendent Davis without a shred of evidence to support it. Superintendent Davis passed on no information. The fact that she possessed or had access to such information or was included in group emails containing such information does not create any inference that she communicated or leaked such information to anyone, except to those already inclined to make such a finding for reasons of their own, which have nothing to do with the truth.

The documents provided in the Board packet that purportedly establish that Superintendent Davis provided confidential information or access to such information to Mr. Lasic do no such thing. Those documents contain no information whatsoever that Ms. Davis provided confidential information or access to such information to anyone at all. In fact, the most striking document in the entire package is a complaint by Dr. Green that all the questions put to him during his interview by the investigator “*seemed to target the Superintendent, and I am concerned about this line of questioning.*” Dr. Green’s impression is borne out by the June 13 and June 21 letters, which contain no facts establishing Cause to terminate Superintendent Davis in any way and which strongly suggest that the Board is solely interested in avoiding the District’s obligation under the Employment Agreement to pay her severance for a termination without cause.

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Superintendent Davis is not obligated to provide a response of any kind to the charges included in June 13 and June 21 letters. The Board is obligated under the law to affirmatively find that the evidence presented by the District satisfies Section 10 of the Agreement before it can vote to terminate that Agreement for cause. Nonetheless, without prejudice or waiver of her contractual right to have “cause” determined by a Second Judicial District Court judge, Superintendent Davis provides this written response and will further respond in the Board meeting to all the false allegations in the June 13 and June 21 letters. These responses are neither a waiver of any provision of the Employment Agreement nor an acknowledgement that the process is governed in any respect by NRS Chapter 391. Superintendent Davis insists on her rights under the Employment Agreement to have a Second Judicial District Court determine whether there was cause to terminate her as defined by Nevada law and after a full trial on the merits with an opportunity for full discovery as permitted by law. In the absence of any opportunity before the Board to confront and examine her accusers, on Superintendent Davis’ behalf, I am attaching as Exhibit 18 a list of questions that need to be asked before the Board can make any decision here on the merits. I respectfully call on you to pose those questions and insist that they be answered.

This response ends where it began:

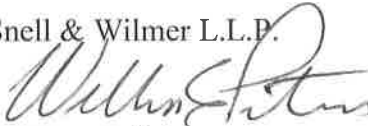
- (1) Superintendent Davis denies that she disclosed any confidential information relating to the investigations of Byron Green or Jenny Ricci or otherwise to anyone or that she enabled anyone to have access to such information,
- (2) the documents provided to the Board do not establish that Superintendent Davis played any role in the improper disclosure of any confidential information,
- (3) the District has not provided a single fact establishing any reason for termination for cause under Superintendent Davis’ Employment Agreement,
- (4) the District itself has already breached Superintendent Davis’ Employment Agreement by taking severe administrative action against her without cause or reason,
- (5) Superintendent Davis has already satisfied the performance metrics for the 2018/2019 school year and a “meets expectations” rating in her upcoming evaluation (similar to last year’s “meets expectations” rating) would result in a renewal of her agreement until June of 2021 as well as a performance bonus, and
- (6) the purported grounds for termination set forth in the June 13 and June 21 letters are nothing more than pretext to hold a hearing, circumvent the evaluation process and terminate Superintendent Davis for “cause” and deny her the severance provided by the Employment Agreement.

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Superintendent Davis intends to claim and defend her rights under the Employment Agreement and the law against an unfair and rigged process with a predetermined outcome.

Very truly yours,

Snell & Wilmer L.L.P.



William E. Peterson

WEP:hw
Exhibits as noted

EXHIBIT 1

From: Peterson, William <wpeterson@swlaw.com>
Sent: Monday, June 17, 2019 4:12 PM
To: Rombardo, Neil <NRombardo@WashoeSchools.net>
Subject: Traci Davis.

Dear Neil, I am the attorney for Traci Davis. Pursuant to our conversation this afternoon, this will confirm our mutual understanding that pursuant to Board Policy 9082, Ms. Davis will take a leave of absence from her position as Superintendent Washoe County School District effective tomorrow taking accrued time off, and will remain on leave of absence until end of day June 30th, 2019 during which time the District and I will use good faith efforts to negotiate a resolution of issues regarding her employment with the District. In the event those efforts do not result in a resolution of all issues, Ms Davis will remain on leave after June 30, 2019, but with all payments and benefits until such time as the District is able to schedule an open meeting with the Board of Trustees to discuss and resolve those issues, which, in the absence of resolution, the District will use best effort to schedule during the month of July 2019. Please respond if this email does not accurately state our agreement.

William E. Peterson
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Denver, Las Vegas, Los Angeles, Los Cabos, Orange County, Phoenix, Reno, Salt Lake City, Tucson

EXHIBIT 2

From: Rombardo, Neil <NRombardo@WashoeSchools.net>
Sent: Monday, June 17, 2019 4:29 PM
To: Peterson, William <wpeterson@swlaw.com>
Cc: Rombardo, Neil <NRombardo@WashoeSchools.net>
Subject: RE: Traci Davis.

[EXTERNAL]

Dear Bill,

I am in receipt of your email, and it is accurate. In the interest of full transparency, I want to let you know the District needs to inform leadership team members and direct report staff. However, we will not be informing all staff. I am planning on something very simple such as the "Superintendent has taken a leave of absence for personal reasons." Please let me know if you have suggested language.

Pursuant to BP 9082, the Deputy Superintendent will be the Acting Superintendent.

Sincere regards,

Neil A. Rombardo, Esq.

Neil A. Rombardo, Esq.
Chief General Counsel
Office of the General Counsel



EXHIBIT 3

Peterson, William

From: Peterson, William
Sent: Monday, June 17, 2019 4:36 PM
To: 'Rombardo, Neil'
Subject: RE: Traci Davis.

Message is fine.

William E. Peterson
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Snell & Wilmer

Denver, Las Vegas, Los Angeles, Los Cabos, Orange County, Phoenix, Reno, Salt Lake City, Tucson

EXHIBIT 4



Washoe County School District

425 East Ninth Street * P.O. Box 30425 * Reno, NV 89520-3425
Phone (775) 348-0200 * (775) 348-0304 * www.washoeschools.net

Board of Trustees: Katy Simon Holland, President * Malena Raymond, Vice President * Angela Taylor, Clerk
* Jacqueline Calvert * Andrew Caudill * Scott Kelley * Ellen Minetto * Traci Davis, Superintendent

June 17, 2019

VIA HAND DELIVERY

Byron Green
748 S Meadows Parkway, Suite A9 – 219
Reno, Nevada 89521

Re: Notice of Termination

Dear Dr. Green:

Pursuant to Washoe County School District ("WCSD" or "District") Board Policy 9082, I am acting WCSD Superintendent and fully accountable to the WCSD Board of Trustees. As the WCSD Chief Student Services Officer, you are an WCSD Executive Cabinet Member subject to the terms of the WCSD Employee Handbook for Executive Cabinet Members (Leadership Team), hereinafter referred to as "Leadership Handbook." Through the WCSD SafeSchools online training program, you have acknowledged that you reviewed, understood, and accepted the terms of the Leadership Handbook.

Pursuant to the terms of the Leadership Handbook, your employment with the WCSD is "at-will," meaning the District has a right to termination your "employment relationship at any time, for any lawful reason or no reason, with or without good cause or advance notice." *See* Leadership Handbook, pg. 3. Further, "the protections and procedural provisions of NRS Chapter 391 relating to demotion, suspension, dismissal, and non-reemployment are not applicable to the employment of Executive Cabinet Members of the District." *See* Leadership Handbook, pg. 3. The Leadership Handbook defines "cause" or "good cause" for termination as: "any of the reasons stated as justifying dismissal or non-reemployment of an administrator as set forth in NRS 391.750, as amended, any applicable School Board Policy, Administrative Regulation, or any reason which, in the sole reasonable determination of the Superintendent or the Board of Trustees, constitutes activity, behavior, or conduct that is wrongful or detrimental to the operations or public image of the District." *See* Leadership Handbook, pg. 3.

I am providing you this written notice that, pursuant to the Leadership Handbook, your actions and performance from approximately April of 2017 through June of 2019 constitutes "cause" or "good cause" for dismissal from your employment as the Chief Student Services Officer, effective immediately. The basis for your "cause" or "good cause" termination comes from substantial evidence, including staff reports and clear and direct text messages and emails that you sent to a former WCSD employee, who was in active litigation against the WCSD. In these communications, you admit that after the Spring 2017 WCSD investigation into your conduct concluded, and/or after you were reinstated as Chief Student Services Officer, that you intentionally engaged in unprofessional conduct by engaging in harassment, intimidation, and retaliation against WCSD employees who made good faith complaints against you or to those who



Dr. Green

Re: Notice of Termination

June 17, 2019

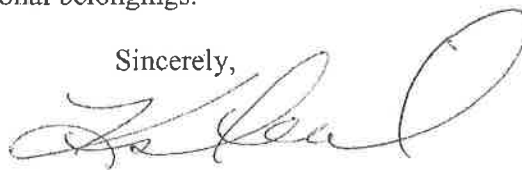
Page 2

assisted in investigating those complaints. These communications also evidence that, after the conclusion of the Spring 2017 investigation and/or once you were reinstated as Chief Student Services Officer, you engaged in conduct that is wrongful or detrimental to the operations or public image of the District and violated your duties of loyalty and care to the WCSD by using your resources and access as a Chief to reveal confidential WCSD information to a person who had filed a federal lawsuit against WCSD, as well as to your direct reports who were also on the Leadership Team and who owe duties of loyalty and care to WCSD. Further, you intentionally failed to attend meetings and/or failed to engage in your assigned duties as Chief Student Services Officer. Further, the communications evidence that you engaged in insubordinate and unprofessional conduct by disparaging your direct supervisor and your fellow colleagues. Finally, the communications evidence that you violated the following WCSD Board Policies, Regulations, and Strategic Plan:

- 1) WCSD Board Policy 4505 – Standards of Professional Conduct
- 2) Board Policy 9200 – Harassment and Discrimination Prohibited
- 3) Board Policy 5700 – Safe and Respectful Learning Environment
- 4) Administrative Regulation 4425 – Staff Complaint Process: Harassment, Sexual Harassment and Intimidation
- 5) WCSD Strategic Plan Goal 5, Objective 5.1

Accordingly, I find that the violations above constitute “cause” and/or “good cause” under the Leadership Handbook for your immediate dismissal from service with the District. Therefore, you are dismissed from service with the WCSD effective today, June 17, 2019. Be further advised that you are not allowed on District property for any reason, and you must turn over to me you District identification, keys, computers, and other District property in your possession. In the event you believe that you need to come on to District property, you must first contact me. You must contact WCSD Chief Jason Trevino at 775-348-0287 to arrange a time for you to come to the District in order to gather your personal belongings.

Sincerely,



Kristen M. McNeill, Ed.D
Acting Superintendent

EXHIBIT 5



Washoe County School District

425 East Ninth Street * P.O. Box 30425 * Reno, NV 89520-3425
Phone (775) 348-0200 * (775) 348-0304 * www.washoeschools.net

Board of Trustees: Katy Simon Holland, President * Malena Raymond, Vice President * Angela Taylor, Clerk
* Jacqueline Calvert * Andrew Caudill * Scott Kelley * Ellen Minetto * Traci Davis, Superintendent

June 17, 2019

VIA HAND DELIVERY

David Lasic
748 S Meadows Parkway, Suite A9 – 219
Reno, Nevada 89521

Re: Notice of Termination

Dear Mr. Lasic:

Pursuant to Washoe County School District ("WCSD" or "District") Board Policy 9082, I am acting WCSD Superintendent and fully accountable to the WCSD Board of Trustees. As the Chief of Staff, you are an WCSD Executive Cabinet Member subject to the terms of the WCSD Employee Handbook for Executive Cabinet Members (Leadership Team), hereinafter referred to as "Leadership Handbook." Through the WCSD SafeSchools online training program, you have acknowledged that you reviewed, understood, and accepted the terms of the Leadership Handbook.

Pursuant to the terms of the Leadership Handbook, your employment with the WCSD is "at-will," meaning the District has a right to termination your "employment relationship at any time, for any lawful reason or no reason, with or without good cause or advance notice." *See* Leadership Handbook, pg. 3. Further, "the protections and procedural provisions of NRS Chapter 391 relating to demotion, suspension, dismissal, and non-reemployment are not applicable to the employment of Executive Cabinet Members of the District." *See* Leadership Handbook, pg. 3. The Leadership Handbook defines "cause" or "good cause" for termination as: "any of the reasons stated as justifying dismissal or non-reemployment of an administrator as set forth in NRS 391.750, as amended, any applicable School Board Policy, Administrative Regulation, or any reason which, in the sole reasonable determination of the Superintendent or the Board of Trustees, constitutes activity, behavior, or conduct that is wrongful or detrimental to the operations or public image of the District." *See* Leadership Handbook, pg. 3.

I am providing you this written notice that pursuant to the Leadership Handbook, your actions and performance from approximately March of 2017 through June of 2019 constitutes "cause" or "good cause" for dismissal from your employment as the Chief of Staff, effective immediately. The basis for your "cause" or "good cause" termination comes from substantial evidence, including staff reports and clear and direct text messages and emails that you sent to a former WCSD employee, who was in active litigation against the WCSD. In these communications, it is clear that you assisted this employee in litigation against the District, going so far as to edit her complaints against the District and suggest arguments that she raise against the District, including encouraging her to misrepresent facts or to contact witnesses to change their testimony in favor of her position. Further these communications evidence that you engaged in conduct that is wrongful or detrimental to the operations or public image of WCSD by violating



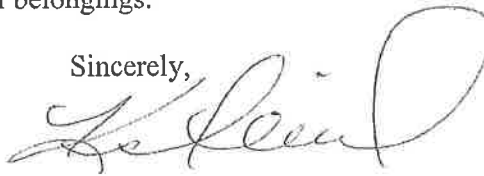
Mr. Lasic
Re: Notice of Termination
June 17, 2019
Page 2

your duties of loyalty and care to the WCSD by using your resources and access within the District as the Chief of Staff to reveal confidential WCSD information to a person who had filed a federal lawsuit against WCSD, as well as to your spouse to benefit his interests over the best interests of WCSD. This access and leak of confidential WCSD information contributed to harassing, intimidating and retaliatory conduct against individuals who filed good faith complaints of improper conduct in WCSD, as well as to those who assisted in investigating those complaints. Further, the communications evidence that you engaged in insubordinate and unprofessional conduct by disparaging your fellow colleagues. Finally, the communications evidence that you violated the following WCSD Board Policies, Regulations, and Strategic Plan:

- 1) WCSD Board Policy 4505 – Standards of Professional Conduct
- 2) Board Policy 9200 – Harassment and Discrimination Prohibited
- 3) Board Policy 5700 – Safe and Respectful Learning Environment
- 4) Administrative Regulation 4425 – Staff Complaint Process: Harassment, Sexual Harassment and Intimidation
- 5) WCSD Strategic Plan Goal 5, Objective 5.1

Accordingly, I find that the violations above constitute “cause” and/or “good cause” under the Leadership Handbook for your immediate dismissal from service with the District. Therefore, you are dismissed from service with the WCSD effective today, June 17, 2019. Be further advised that you are not allowed on District property for any reason, and you must turn over to me you District identification, keys, computers, and other District property in your possession. In the event you believe that you need to come on to District property, you must first contact me. You must contact WCSD Chief Jason Trevino at 775-348-0287 to arrange a time for you to come to the District in order to gather your personal belongings.

Sincerely,



Kristen M. McNeill, Ed.D
Acting Superintendent

EXHIBIT 6

From: Rombardo, Neil <NRombardo@WashoeSchools.net>

Sent: Tuesday, June 18, 2019 9:21 AM

To: Peterson, William <wpeterson@swlaw.com>

Cc: Reich, Chris <CReich@washoeschools.net>; Montalvo, Sara <Sara.Montalvo@WashoeSchools.net>; Rombardo, Neil <NRombardo@WashoeSchools.net>

Subject: Washoe County School District

[EXTERNAL]

Bill,

1

I tried calling you at your office moments ago, but you were not available. Last night, a WCSD Trustee received a call from a news reporter who told the Trustee information that was discussed by you, me and the District legal team on telephone calls yesterday afternoon. The reporters information was quite specific. I am presuming that your client was in the room with you when we made that call. This office did not give out any information to anyone regarding our discussions yesterday. I have every reason to believe that either you or whoever was in your office during our telephone conversations 'leaked' information to the press. This is after we agreed to keep negotiations confidential in order to foster a successful resolution. This leak by you or your client craters these negotiations before they even begin. As a result, the District has no choice but to protect itself and put out a public statement. I find these events extremely disturbing and unfortunate. In the event the leaks continue, the District will have no other alternative than to cease negotiations, notify Ms. Davis that the District is scheduling a special meeting for the Board, and conduct an open meeting regarding your client.

If you would like to discuss this further or negotiate in good faith as we discussed, please give me a call today.

Neil A. Rombardo, Esq.

Neil A. Rombardo, Esq.
Chief General Counsel
Office of the General Counsel



425 East Ninth Street
Reno, NV 89512
Phone: 775.348.0300
Fax: 775.333.6010

EXHIBIT 7

Peterson, William

From: Peterson, William
Sent: Tuesday, June 18, 2019 11:44 AM
To: 'Rombardo, Neil'
Cc: Reich, Chris; Montalvo, Sara
Subject: RE: Washoe County School District

You are mistaken. Traci was not in my office either time we spoke. She left my office very late in the afternoon to attend a function and spoke to no one about this and I left the office around 9 and spoke to no one about this. Tracy did, however, receive a text from a former employee having some knowledge of our discussions and the source of that knowledge was apparently a former trustee who obviously got that information from someone in the district. You indicated you were going to release some statement to senior staff. We have not seen it. I suggest that process as more likely to result in a leak than me or Traci Davis, especially since our interest is not to have the information on public display. Given the tone of your email and the false accusation against me and Traci Davis, I am not optimistic we will be able to reach resolution. Your immediate leap to a false conclusion is based on the same faulty analysis laid out in Holland's June 13, 2019 letter to Traci Davis the allegations of which are provably false. If you wish to terminate negotiations before they begin please let me know as I will need to establish a complete record and provide you with my response to the June 13 letter which I have been holding in abeyance pending the outcome of our negotiations. I note the newspaper reported on a closed door session about Tracy Davis at the District that occurred this morning about Tracy Davis and that Lasik and Green have been terminated, which Holland requested Davis to do a few days ago (after instructing her to take no further administrative actions). I assume this was the real reason for the requested leave of absence. We are not the source of these leaks either. Given the recent disclosures, I think it is doubtful that much, if anything can be withheld from the public (which is as it should be), including the June 13, letter. I would like to bring this matter to closure very soon and will be sending you a proposal for settlement if we are still negotiating.

William E. Peterson
Snell & Wilmer L.L.P.
50 W. Liberty Street, Suite 510
Reno, Nevada 89501
Office: 775.785.5407
wpeterson@swlaw.com www.swlaw.com

EXHIBIT 8

[EXTERNAL]

Traci,

In light of the extent and seriousness of the evidence regarding the conduct of David Lasic and Byron Green that you were provided last night, I would strongly encourage you to terminate those two employees immediately.

I recognize that I cannot direct you to do so, but I urge you to. I also recognize that the letter you received said not to take any personnel actions; that was intended to mean any personnel actions that could be construed as retaliatory. This action involving David and Byron is immediately necessary to protect the District and other employees from further harm.

Katy

Katy Simon Holland, MA

President

WCSD Board of Trustees

Kathryn.holland@washoeschools.net

775.232.7077 (mobile)

On twitter @katysimoncm

EXHIBIT 9

From: Rombardo, Neil <NRombardo@WashoeSchools.net>

Sent: Tuesday, June 18, 2019 12:15 PM

To: Peterson, William <wpeterson@swlaw.com>

Cc: Reich, Chris <CReich@washoeschools.net>; Montalvo, Sara <Sara.Montalvo@WashoeSchools.net>

Subject: RE: Washoe County School District

[EXTERNAL]

Bill,

Feel free to throw around your hyperbole, but there were comments leaked to the media that only you, and presumably your client, knew about. The communication to staff did not occur until today, and did not contain the information leaked. That being said, please feel free send your proposed settlement. The District also desires to bring this to a conclusion soon.

Regards,

Neil A. Rombardo, Esq.

Neil A. Rombardo, Esq.
Chief General Counsel
Office of the General Counsel

EXHIBIT 10

Peterson, William

From: Peterson, William
Sent: Tuesday, June 18, 2019 12:21 PM
To: 'Rombardo, Neil'
Cc: Reich, Chris; Montalvo, Sara
Subject: RE: Washoe County School District

Since we are not aware of exactly what information you claim the media is alleged to have that only Tracy and I knew about, it would be helpful to know exactly what that information is, and who this media person or persons are. If we contacted them, why wouldn't we know who they are?

William E. Peterson
Snell & Wilmer L.L.P.
50 W. Liberty Street, Suite 510
Reno, Nevada 89501
Office: 775.785.5407
wpeterson@swlaw.com www.swlaw.com

Snell & Wilmer

Denver, Las Vegas, Los Angeles, Los Cabos, Orange County, Phoenix, Reno, Salt Lake City, Tucson

EXHIBIT 11

From: Rombardo, Neil <NRombardo@WashoeSchools.net>

Sent: Tuesday, June 18, 2019 12:23 PM

To: Peterson, William <wpeterson@swlaw.com>

Cc: Reich, Chris <CReich@washoeschools.net>; Montalvo, Sara <Sara.Montalvo@WashoeSchools.net>; Rombardo, Neil <NRombardo@WashoeSchools.net>

Subject: RE: Washoe County School District

[EXTERNAL]

Please send your proposal for settlement.

Regards,

Neil A. Rombardo, Esq.

Neil A. Rombardo, Esq.
Chief General Counsel
Office of the General Counsel



425 East Ninth Street
Reno, NV 89512
Phone: 775.348.0300

EXHIBIT 12

Peterson, William

From: Peterson, William
Sent: Tuesday, June 18, 2019 1:41 PM
To: 'Rombardo, Neil'
Cc: Reich, Chris; Montalvo, Sara
Subject: RE: Washoe County School District

I am on a deadline and cannot get anything to you until tomorrow, and then likely only a term sheet but probably enough to know if it is worthwhile continuing. Newspaper has called here several times and even dropped in. We have not responded.

William E. Peterson
Snell & Wilmer L.L.P.
50 W. Liberty Street, Suite 510
Reno, Nevada 89501
Office: 775.785.5407
wpeterson@swlaw.com www.swlaw.com

Snell & Wilmer

Denver, Las Vegas, Los Angeles, Los Cabos, Orange County, Phoenix, Reno, Salt Lake City, Tucson

EXHIBIT 13

From: Rombardo, Neil <NRombardo@WashoeSchools.net>

Sent: Thursday, June 20, 2019 11:54 AM

To: Peterson, William <wpeterson@swlaw.com>

Cc: Reich, Chris <CReich@washoeschools.net>; Montalvo, Sara <Sara.Montalvo@WashoeSchools.net>; Rombardo, Neil <NRombardo@WashoeSchools.net>

Subject: RE: Washoe County School District

[EXTERNAL]

Bill,

As your below emails indicate, you had an idea for a resolution earlier this week, you also stated that a quick resolution was in the best interests of your client, which the District agreed in good faith to negotiate, and you would have a "term sheet" to this Office by Wednesday, 6/19/19. Suddenly, there are leaks about these negotiations to which the District is forced to respond. Now, time is apparently no longer of the essence see below email. Your email also states, "Given the recent disclosures, I think it is doubtful that much, if anything can be withheld from the public (which is as it should be), including the June 13, letter," which seems to support the point that the leaks are coming from you or Ms. Davis. Also, as to date, I have not received a "term sheet" from you. Please take note that if you and/or your client intend to turn Tuesday's board meeting into a circus, in further violation of our good faith pre-negotiation agreement, I will advise my client that these negotiations are over and we will proceed to go public with everything.

Please confirm we are still in negotiations by sending your "term sheet" today.

Regards,

Neil A. Rombardo, Esq.

EXHIBIT 14

Peterson, William

From: Peterson, William
Sent: Thursday, June 20, 2019 9:05 PM
To: 'Rombardo, Neil'
Cc: Reich, Chris; Montalvo, Sara
Subject: RE: Washoe County School District

Tomorrow morning.

William E. Peterson
Snell & Wilmer L.L.P.
50 W. Liberty Street, Suite 510
Reno, Nevada 89501
Office: 775.785.5407
wpeterson@swlaw.com www.swlaw.com

Snell & Wilmer

Denver, Las Vegas, Los Angeles, Los Cabos, Orange County, Phoenix, Reno, Salt Lake City, Tucson

EXHIBIT 15

Peterson, William

From: Peterson, William
Sent: Friday, June 21, 2019 10:31 AM
To: 'Rombardo, Neil'
Cc: Reich, Chris; Montalvo, Sara
Subject: RE: Washoe County School District
Attachments: 2019 0621 L Peterson to Rombardo_Reich_Montalvo re Davis.pdf

Hello Neil, you are correct that I said I would deliver something Wednesday, but other matters intervened. In addition, my view of this dispute continues to evolve as I learn more about it. In particular I wanted to listen to the entire recording provided to Ms. Davis which took some time. If you are experiencing leaks I suggest you look in your own backyard. I asked you for the so called unique information that "only Traci and I would know" as your circumstantial evidence that it was us, and the identity of the press person who had such information, neither of which was provided for whatever reasons you have. It must also have occurred to you that someone at the District must have tipped off the newspaper about your 9 am meeting as we were not invited. My attention has been on other matters and I have spoken to no one about any of this (including that I am even involved or represent anyone) except an attorney, in confidence, to verify certain information, and Traci already removed herself from the area as a result of media personnel discovering her address and pounding on the door, none of whom she spoke to. Traci's address was obviously provided to the media by WCSD as she is unlisted, and only WCSD, and the power and phone company know her address, but now, thanks probably due to the same leak source inside the District, her address is a matter of public information.

As for next Tuesday's meeting, I didn't know there was one scheduled and Tracy had forgot about it.

You are obviously part of the new WCSD culture of accusing people without any actual facts. If you ever acquire any that you care to share, let me know and we will respond. Regardless attached is our proposal. It is self-explanatory.

William E. Peterson
Snell & Wilmer L.L.P.
50 W. Liberty Street, Suite 510
Reno, Nevada 89501
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wpeterson@swlaw.com www.swlaw.com

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

William E. Peterson
(775) 785-5407
wpeterson@swlaw.com

June 21, 2019

VIA E-MAIL AND USPS

Neil A. Rombardo, Esq.
Chief General Counsel
Christopher B. Reich, Esq.
Deputy Chief General Counsel
Sara K. Montalvo, Esq.
General Counsel
Washoe County School District
Office of the General Counsel
P.O. Box 30425
Reno, NV 89520-3425

Re: Traci Davis

Dear Mr. Rombardo, Mr. Reich and Ms. Montalvo:

Enclosed is the proposed settlement agreement. Since my conversation with you on Tuesday, June 18, 2019, I have learned additional facts and circumstances regarding the matters set forth in Trustee Holland's June 13, 2019 letter. I have also had an opportunity to review and analyze more carefully the documents and recording relied upon by Trustee Holland in her June 13 letter as the basis for the formerly scheduled hearing on Friday, June 21, 2019. I have also been able to investigate this matter further. Set forth below are some of those additional facts:

1. The documents bear no relevance whatsoever to the claim that Davis shared any information with David Lasic. I have considerable doubt that anyone even read those documents as they are not only unrelated to the claims made by Ms. Holland, they lay out the possibility that a cabal of insiders may have conspired together to bring about those claims. For example,

"These questions (the Green/Ricci investigatory review) seem to target the Superintendent, and I am concerned about this line of questioning" [such as] do I go on vacations with Traci, have I shared a residence with Traci, do I own a condo with Traci, Does

June 21, 2019

Page 2

Traci stay in my home, Its almost like I get a weird feeling like they're (Rombardo and McNeill) trying to take Traci out, "

*"I don't think that per se, But more like trying to oust her"
"Neil and Kristin were meeting all hush hush, today and they don't tell Traci what its about?"*

How's that possible? She's their boss?

"Exactly, my comment was to not telling your Boss. "

"Could be Neil trying to align Kristin to his side. I know. "

Documents 0456, 0361, 0360.

2. The tape of the interview of Byron Green confirms his belief that the target of the investigation was Traci Davis. The tape is otherwise totally irrelevant and I doubt anyone even bothered to listen to it.
3. A sitting Board Member was told by David Lasic (who Traci Davis is alleged to have passed on information) that he did pass on information but that the source was NOT Traci Davis.
4. This information was confirmed by David Lasic to two other people.
5. Traci Davis received a "meets expectations" in her last evaluation (and would have been higher but for Trustee No. 2 giving an evaluation one or two standard deviations below the mean, evidencing bias and prejudice), and "meets expectations" will result in a renewal of her contract until June 2021 and a performance basis.
6. Trustee Holland, **on Neil's instructions**, deceived and deliberately lied to Traci Davis to get her to stay after the Incline High School graduation on the evening of June 13. Ms. Davis was asked to stay late to discuss¹ the District's strategic plan and her upcoming evaluation only to be served with the Notice of Hearing instead.
7. When Neil and I discussed the possibility of resolving the matter and taking the hearing off calendar in the interim, Neil informed me that Trustee Holland demanded that Traci Davis take a leave of absence of 10-12 days using her own paid time off as a condition to any settlement discussions.
8. When we agreed to the short leave of absence, Neil informed me that Trustee Holland was insisting on an indeterminate leave of absence instead.
9. The local newspaper, however, reported that "Washoe County School Board President Katy Simon Holland said she became aware Monday that Davis wanted to take

¹ While the evaluation will not be finalized until this fall, the performance results are already in establishing that Traci Davis satisfied or exceeded all the metrics, including a 4% increase in the graduation rate.

June 21, 2019

Page 3

an extended leave of absence from her job.” This was a lie based on Neil’s statements to me.

10. Trustee Holland is further reported as having stated that “she didn’t have details on why Davis is taking a leave but estimated it was 10-12 weeks of paid time off.” This was another lie based on Neil’s statements to me.

11. Trustee Holland also told the newspaper reporter that “she was not aware of any investigation involving Davis, Green or Lasic.” That was yet another lie to the media.

12. Trustee Holland abrogated Davis’ job responsibilities in hiring and firing on June 13, 2019, but three days later sent Davis an email on June 16, that she should terminate Lasic and Green.

13. After Davis took her leave of absence (as demanded by Trustee Holland) Lasic and Green were immediately terminated presumably pursuant to those instructions from Trustee Holland.

14. The District convened an investigation regarding leaks some time ago and never identified Traci Davis as a potential source.

15. The District entered into a settlement agreement with Byron Green in which it released him of liability for leaks involving the investigation into Jenny Ricci. To my knowledge, there has been no claim that Traci Davis “leaked” information regarding that investigation until now.

16. The settlement agreement was entered into without the knowledge of Traci Davis and apparently without the knowledge of the Trustees, and certainly without the knowledge of the public as WCSD never noticed an agenda item or approved that settlement agreement in an open meeting, thereby violating the Open Meeting Law.

17. At some point in time, the Board apparently decided to hold a meeting to “consider Traci Davis’ employment agreement, character, alleged misconduct and professional competence.

18. The meeting at which that decision was made was held in violation of the Open Meeting Law (whether at a litigation meeting or otherwise).

19. Trustee Holland stated that materials were disseminated to all Trustees on Monday, June 10, 2019, but were not posted. That was another violation of the Open Meeting Law. A meeting disguised as a “litigation” meeting and allowed to be held in private loses such status once a decision to go forward is made and all materials must be provided to the public at the same time as provided to the Trustees.

The June 13 letter from Trustee Holland states that WCSD attorney Anthony Hall had informed that District that he had conclusive evidence that Ms. Davis was the source of information Lasic leaked to Green. That was an astonishing waiver of the attorney client and work product privileges between the District and Anthony Hall, making Hall a material witness in this matter. Given the waiver, all of his communications are now discoverable.

June 21, 2019

Page 4

I have prepared a comprehensive response to Trustee Holland's June 13, 2019 letter which I intend to provide to the District immediately after our settlement discussions terminate without an agreement. That response includes all the above as well as Ms. Davis' responses to the ridiculous litany of charges against her that were obviously assembled by the District's legal team with the view that something might stick. Ms. Davis understands that the Board may terminate her employment but only on the terms and conditions stated in the contract, including the District's obligation under Section 11(e). All Ms. Davis wants is what she is entitled to under the contract and not a penny more or less. This letter is part of an offer to compromise for the purposes specified in that statute but also with the intent of preserving confidentiality to the extent possible; but Ms. Davis does not intend to wait eleven or twelve weeks to bring this to conclusion.

Finally, as you know, the contract does not provide either party with any rights or remedies under NRS Chapter 391, and specifically abrogates Ms. Davis' due process rights provided under that chapter. While we will respond in any public meeting to all the false allegations in Trustee Holland's June 13, 2019 letter, that response will not be either a waiver of the contract provisions or an acknowledgement that the process is governed in any respect by Chapter 391. Ms. Davis will insist on her contract right to have a Second Judicial District Court Judge determine whether there was "good cause" to terminate her as defined by Nevada law. That means cause "*of a substantial nature directly affecting the rights and interests of the public and . . . touching the qualifications of the officer or his performance of his duties, showing that he is not a fit or proper person to hold the office and removal for any cause not affecting his competency or fitness would be an excess of power and equivalent to an arbitrary removal.*" *Lapinski v. City of Reno*, 95 Nev. 898, 603 P.2d 1088 (2002). The District cannot meet that test in light of Ms. Davis' evaluations and the indisputable evidence that Ms. Davis was not the source of the leaks, based on the admissions to the District of the leaker himself.

Please let me know whether the District would like to terminate Tracy Davis without cause or have her report back to work. If I do not hear from you by the end of the 12 day period we discussed as the window of time to negotiate a settlement (June 30, 2019), I will assume our offer is rejected and I will provide you and Trustee Holland with Ms. Davis' response to the June 13, 2019 letter.

Very truly yours,

Snell & Wilmer L.L.P.



William E. Peterson

WEP:hw1
Attachment

**CONFIDENTIAL OFFER OF COMPROMISE
(NRS 48.105)**

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This is a Settlement Agreement and Release of Claims ("Settlement Agreement") entered into on the Effective Date as defined below between the Washoe County School District ("WCSD") and Traci Davis ("Davis") and collectively the ("Parties");

1. WCSD and Davis are Parties to an Agreement captioned "Employment Agreement – Superintendent of Schools" ("Employment Agreement") dated June 12, 2018.
2. Certain disputes have arisen between the Parties regarding various aspects of the Employment Agreement, and the rights, obligations, duties, and performance of each of them under the Employment Agreement.
3. As a result of those disputes and the Parties' mutual understanding and appreciation of the importance to the community of maintaining a future and continuing mutually cooperative and collaborative relationship between the Parties to the Employment Agreement, the Parties have determined that, while each Party denies any liability, fault, neglect, wrongdoing, or breach by act or omission or otherwise, under the Employment Agreement, each Party recognizes that it is in the mutual interest of both Parties that the Employment Agreement be terminated on mutually amicable terms and conditions.

WHEREFORE THE PARTIES AGREE TO TERMINATE THE EMPLOYMENT AGREEMENT AND ENTER INTO THIS SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS ON THE FOLLOWING TERMS AND CONDITIONS:

I. Obligations of Davis

1. Davis will resign from her position as Superintendent of WCSD and from each and every office or position she holds with WCSD and any of its affiliated agencies or committees on the Effective Date.
2. Davis will not apply for any position or accept any position with WCSD for a period of six years from the Effective Date.
3. On or before the Effective Date, Davis shall account for and physically return to WCSD any and all personal property in her possession that belongs to WCSD of whatsoever kind or nature including all tangible and intangible property, intellectual property, and all documents and records of whatsoever kind or nature.

II. Obligations of WCSD

1. Within ten (10) days of the Effective Date, WCSD shall pay Davis the severance

provided for under Section 11(e) of the Employment Contract in a lump sum.

2. From and after the Effective Date, WCSD shall insure that Davis' rights and entitlements to any health, benefit, pension or welfare plan or benefits for which she is currently enrolled shall continue unabated but only in strict conformance and in accordance with the terms and conditions of said plans, including with respect to any terms and conditions as they may pertain to separated and or severed employees.

III. Mutual Obligations of the Parties

1. The Parties mutually agree that neither will disparage the character, integrity, morality, competency, or performance of the other and this covenant of non-disparagement shall include and shall be reciprocal as to all trustees, and senior management of WCSD.

2. The Parties agree to do all things reasonably necessary to execute or cause to be executed any other documents and do all other things reasonably necessary or required to insure that each Party receives the benefits for which each has bargained for under this Agreement.

IV. Representations of Davis.

1. Davis represents that she has read and fully understands the terms and conditions of this Settlement Agreement and has been fully represented and advised by counsel and enters into this Settlement Agreement under her free will, knowingly and voluntarily, and without any threats or coercion of any sort.

2. Davis represents that in entering into this Settlement Agreement she is not and has not relied on any representation or statement of WCSD or any person released under this Settlement Agreement or any of their agents, attorneys or representatives.

3. Davis represents that the consideration offered her under this Settlement Agreement is adequate.

V. Representations of WCSD

1. WCSD represents that on consummation of fulfillment of the Conditions in Section VI below, the person executing this Settlement Agreement is fully authorized to do so on behalf of WCSD.

VI. Conditions of Agreement

1. It is a condition precedent to the effectiveness of this Settlement Agreement that it has been fully approved by the Board of Trustees at a lawfully convened meeting of the Board of Trustees of WCSD with authorization for the signatory below to sign for and bind WCSD.

VII. Release of Claims

The Parties mutually agree to release, discharge, remise, and acquit any and claims, charges, complaints, causes of action, grievances, either has against the other of whatsoever kind or nature, known or unknown that are based on or arise out of the Employment Agreement, the Employment of Traci Davis, or the termination of that employment, regardless of whether such claims or causes of action are based on contract, tort or equity, statute or common law, and with respect to Traci Davis such claims and causes of action shall include, without limitation, any claims or causes of action based on the Americans with Disabilities Act of 1990, violation of the Civil Rights Act of 1964, the Equal Pay Act of 1963, claims under 42 U.S.C. § 1981, the Family Medical Leave Act, Age Discrimination in Employment Act, and Older Workers Benefits Protection Act, and without limitation, any other claim or cause of action under any federal, state or local law whatsoever kind or nature.

VIII. The Effective Date

1. The Effective Date of this Settlement Agreement is the last date either Party has executed this Settlement Agreement as set forth on the last page, provided said date is after the date this Settlement Agreement is approved by the WCSD Board of Trustees in a lawfully convened meeting.

IX. Successors

This Settlement Agreement is binding on the Parties and each of their heirs, administrators, officers, representatives, executors, successors and assigns and shall inure to the benefit of said Parties and each of them.

X. Governing Law, Venue, Attorney's Fees

This Settlement Agreement is entered into in the State of Nevada and shall be governed, enforced and construed in accordance with and under the laws of the State of Nevada without regard to any application of conflicts of law that may call for the application of any other law. Any dispute based on or arising out of this Settlement Agreement, or its enforcement shall be heard in the Second Judicial District Court for the State of Nevada, in and for the County of Washoe and the prevailing party in any such action shall be entitled to recover reasonable attorney fees and costs.

XI. Waiver/Modification

This Settlement Agreement may not be modified except by written instrument executed by each Party to this Settlement Agreement and no waiver of any term or condition of this Settlement Agreement shall be deemed or constitute a waiver of any other term or condition or any future waiver of any term or condition of this Settlement Agreement.

XII. Complete Agreement

Each Party represents that this Settlement Agreement contains the complete understanding and agreement of the Parties with respect to the subject matter and fully supersedes any and all prior or contemporaneous agreements or understandings, written or oral, between the Parties.

Wherefore by signing in the space below, each Party acknowledges that he or she has read and understood the Settlement Agreement and is authorized to bind the Party by signing the Settlement Agreement.

Washoe County School District

Traci Davis

Effective Date: _____, 2019.

EXHIBIT 16

From: Peterson, William <wpeterson@swlaw.com>

Sent: Friday, June 21, 2019 3:17 PM

To: Rombardo, Neil <NRombardo@WashoeSchools.net>

Subject: Traci Davis

Neil the 5 working days has passed already. 5 working days before next Friday was yesterday, as you already know based on serving Tracy Thursday June 13 for a Friday June 21 meeting. There is a case on point. See attached case.

We can waive all this and go forward on following terms

1. Payment of 2 years pers
2. All banked sick leave.
3. 25% of all accrued and unused sick leave.
4. All accrued and unused vacation
5. 6 months of continued medical coverage (probably COBRA) with equivalent coverage (no upgrades)
6. 3 months or 90 days pay based on 90 day notice but District would prefer to move on right now without 90 days (i.e. she can work if you want)
7. Non disparagement

Call me after reviewing.

William E. Peterson

Snell & Wilmer L.L.P.

0 W. Liberty Street, Suite 510

Reno, Nevada 89501

Office: 775.785.5407

wpeterson@swlaw.com www.swlaw.com

Snell & Wilmer

Denver, Las Vegas, Los Angeles, Los Cabos, Orange County, Phoenix, Reno, Salt Lake City, Tucson

EXHIBIT 17

SETTLEMENT AGREEMENT AND
RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims ("Agreement") is made and entered into by and between Dr. Byron Green (hereinafter sometimes referred to as "Dr. Green"), and the Washoe County School District (hereinafter sometimes referred to as "WCSD").

WITNESSETH:

WHEREAS, Dr. Green is employed by WCSD;

WHEREAS, Dr. Green has alleged he was subjected to harassment, bullying, discrimination, and retaliation;

WHEREAS, WCSD denies Dr. Green's allegations; and

WHEREAS, Dr. Green and WCSD desire to settle fully and finally all differences between them;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the value of which is hereby acknowledged, and to avoid unnecessary litigation, it is hereby agreed by and between the parties as follows:

- 1) Releasees. As used in this Agreement, the term "Releasees" shall include WCSD and each of WCSD's past and present successors, assigns, heirs, agents, directors, board members, officers, employees, former employees, employee benefit plans and trusts, representatives, attorneys, parent or subsidiary entities, acquiring or acquired entities, joint venturers, related entities, and all persons acting by, through, under or in concert with any of them (and agents, directors, officers, employees, representatives and attorneys of such people and entities), and each of its and their respective successors and assigns. All of the Releasees identified in this Agreement are intended to receive and are entitled to enforce the covenants, representations and obligations set forth in this Agreement as though they were parties hereto.
- 2) No Admission of Liability. This Agreement and compliance with this Agreement shall not be construed as an admission by WCSD of any liability whatsoever, or as an admission by WCSD of any violation of the rights of Dr. Green or any person, violation of any order, law, statute, duty, or contract whatsoever against Dr. Green or any person. WCSD specifically disclaims any liability to Dr. Green or any other person for any alleged violation of the rights of Dr. Green or any person, or for any alleged violation of any order, law, statute, duty, or contract on the part of Releasees.
- 3) Consideration. As consideration for this Agreement, WCSD will close all current and currently-contemplated investigations by WCSD's legal counsel, whether that counsel is a member of the WCSD's Office of General Counsel or is outside counsel that has been investigating any claims concerning Dr. Green, and will not subject Dr. Green to any discipline as a result of any such current and currently contemplated investigations. For purposes of clarity, the currently contemplated investigations concern: (a) the source of information Dr. Green had concerning a personnel matter between Dr. McNeill and her assistant; (b) communications concerning the conclusions of the Solutions at Work investigation to Dr. Green before it was final; (c) communications with Ms. Ricci about the issues and facts being investigated by Dustin Grate; and (d) documents used by Dr. Green in support of his public records request. Dr. Green acknowledges, however, that this Agreement shall not preclude the District from

investigating or taking action regarding current or future litigation or allegations by any other current or former employees. However, to the extent such investigations overlap with the current investigation matters or any currently contemplated investigations, no disciplinary action will be taken against Dr. Green for any facts or information learned that are within the scope of the current and/or currently contemplated investigations. In addition, this Agreement shall not preclude the District from investigating and taking action regarding other matters that are not currently known or currently contemplated by WCSD's legal counsel concerning Dr. Green. As additional consideration provided from WCSD to Dr. Green, Kristen McNeill will draft and sign the letter for Dr. Green described further below. As further consideration from WCSD to Dr. Green, WCSD covenants to the terms of this Agreement. As consideration, Dr. Green hereby releases all existing claims against Releasees, as specified in this Agreement, and covenants to the terms of this Agreement.

a) Adequacy of Consideration. Dr. Green agrees that the covenants and promises made by him in this Agreement are in consideration of the promises made hereunder by WCSD, which he acknowledges to be sufficient, just and adequate consideration for his covenants and promises. Dr. Green acknowledges that but for his execution of this Agreement, he would not be entitled to the consideration provided herein.

b) Entire Consideration. Dr. Green agrees that the foregoing shall constitute the entire consideration provided to him under this Agreement and that he will not seek any compensation, monetary or otherwise, for any other claimed damages, costs, or attorneys' fees in connection with the matters encompassed in this Agreement.

4) No Other Claims and Covenant Not to Sue. Dr. Green represents that other than the charges of discrimination filed with Nevada Equal Rights Commission ("NERC")/Equal Employment Opportunity Commission ("EEOC") and designated as NERC Charge No.: 0907-17-01022; EEOC Charge No. 34B-2017-00983 and NERC Charge No.: 1114-17-0126R; EEOC Charge No. 34B-2018-00159, and the public records request he has submitted, Dr. Green has not filed any complaints, claims, charges, appeals, or actions against Releasees with any state, federal, or local agency or court, and does not have any reason to do so. Dr. Green agrees that he will dismiss these Charges, and withdraw his pending public records request. Dr. Green shall provide confirmation of dismissal/withdrawal, in writing, to the District within ten (10) days of the Effective Date of this Agreement. Dr. Green also agrees that he will not accept any award, settlement or compensation from any source or proceeding (including, but not limited to, any proceeding brought by any other person or by any government agency) with respect to any claim or right waived in this Agreement.

5) Protected Rights. Nothing in this Agreement shall be construed to prohibit Dr. Green from filing a charge or complaint with the Equal Employment Opportunity Commission, the National Labor Relations Board (NLRB), or any other federal, state or local agency charged with the enforcement of any law applicable to WCSD, challenging the validity of this Agreement, or participating in any investigation or proceeding conducted by such agency. However, Dr. Green is hereby releasing and forever waiving any private right to sue, and any associated applicable remedies, which may be issued by any state or federal agency, for any claims released in this Agreement. Dr. Green is not waiving any future claims he may have against WCSD.

6) Release. With the exception of any claim that the law precludes Dr. Green from waiving by agreement, Dr. Green irrevocably and unconditionally releases, acquits and forever discharges Releasees from any and all charges, complaints, claims, promises, agreements, controversies, liabilities, obligations, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorney's fees and costs actually incurred), of any nature whatsoever, known, whether based on contract, statute or common law, or unknown

which arise from any and all events occurring on or before the date of this Agreement, including without limitation, all claims arising from actions or inactions by any of the Releasees. To the extent applicable law may prohibit a waiver of claims under a particular statute, Dr. Green acknowledges that he has no valid claim under the statute. Dr. Green does not waive or release any rights arising after the date of execution of this Agreement.

- a) Additional Scope of Release. In addition, and not by way of limitation, to the broad and general release set forth above, Dr. Green specifically acknowledges and agrees that by executing this Agreement he is releasing any claims against Releasees for disability discrimination in violation of the Americans with Disabilities Act of 1990 ("ADA") (42 U.S.C. §§ 12101), any violation of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000e, et. seq.) ("Title VII"), the Equal Pay Act of 1963 (29 U.S.C. § 2006(d)), any claims under 42 U.S.C. Section 1981, claims under the Employee Retirement Income Security Act ("ERISA"), the Family and Medical Leave Act (29 U.S.C. § 2601, et. seq.) ("FMLA"), the Worker Adjustment Retraining and Notification Act, Nevada Revised Statutes §§ 613.310 to 613.430 (Employment Discrimination, Harassment and Retaliation); Nevada Revised Statutes §§ 608.005 to 608.195 (Payment and Collection of Wages and Penalties); Nevada Revised Statutes §§ 608.250 to 608.290 (Minimum Wage); Nevada Revised Statutes §§ 612.010 to 612.760 (Unemployment Compensation Law); Nevada Revised Statutes Chapters 616A to 616D (Nevada Industrial Insurance Act) and/or Chapter 617 (Nevada Occupational Diseases Act); Nevada Revised Statutes §§ 618.005 to 618.936 (Nevada Occupational Safety and Health Act); Nevada Genetic Information and Testing Law; Nevada Labor Relations Laws; causes of action arising under the federal false claims act and/or any state false claims act relating in any manner to information learned while employed with WCSD, the Sarbanes-Oxley Act of 2002, any claims under any state law, statute or ordinance, including state equal opportunities for employment laws and fair employment and housing laws, any claims arising under the Fair Labor Standards Act (29 U.S.C. § 201, et. seq.) and any similar state statute, any wage, hour, tip or bonus claims arising under any federal, state or local law, and any claim for retaliation which arise from any and all events occurring on or before the date of this Agreement. The scope of all of the claims released above shall include, without limitation, all claims arising from actions or inactions by any of the Releasees. All such claims (including related attorneys' fees and costs) are forever barred by this Agreement.
- b) Waiver of Unknown Claims. Dr. Green expressly waives all rights under Section 17.245 of the Nevada Revised Statutes, understanding and acknowledging the significance of such specific waiver of Section 17.245, which reads as follows:

"When a release or a covenant not to sue or not to enforce judgment is given in good faith to one of two or more persons liable in tort for the same injury . . . : (a) It does not discharge any of the other tortfeasors from liability for the injury ... unless its terms so provide, but it reduces the claim against the others to the extent of any amount stipulated by the release or the covenant, or in the amount of the consideration paid for it, whichever is the greater;..."

Dr. Green understands that there may hereafter be a discovery of claims or facts in addition to those currently known or believed to be true, accrued or unaccrued; nevertheless, and for the purpose of implementing a full and complete release and discharge of each and all of the Releasees and tortfeasors, Dr. Green expressly acknowledges that this Agreement is intended to include and does include in its effect, without limitation, all claims which Dr. Green does not know or suspect to exist in his favor at the time he signs this Agreement and that this settlement

expressly contemplates the extinguishment of all such known or unknown claims against all Releasees.

c) Definition of "Claims". Dr. Green understands the word "claims" to include all actions, claims, and grievances, whether actual or potential, known or unknown, and specifically, but not exclusively all claims arising out of Dr. Green's employment with WCSD.

d) Mistake of Fact. Dr. Green expressly assumes the risk of any mistake of fact in connection with the matters compromised herein or in regard to facts relating thereto which are now unknown. In this connection, Dr. Green acknowledges and waives any provisions of law or statute which limit in any way the giving of a general release.

7) Recitals. Dr. Green understands and agrees that he:

a) Has carefully read and fully understands all of the provisions of this Agreement.

b) Is, through this Agreement, releasing WCSD from any and all claims he may have against WCSD.

c) Is knowingly and voluntarily agreeing to all of the terms set forth in this Agreement.

d) Knowingly and voluntarily intends to be legally bound by the same. This Agreement has been entered into voluntarily and not as a result of coercion, duress, or undue influence.

e) Was advised and hereby is advised in writing to consider the terms of this Agreement and to consult with an attorney of his choice prior to executing this Agreement and has had a reasonable period of time to consult with his attorney prior to executing this Agreement. Dr. Green understands and agrees that the terms of this Agreement were determined after negotiation, and as such, should not be strictly construed for or against any party.

8) Effective Date. This Agreement shall become binding and effective as of the date and time Dr. Green and WCSD sign this Agreement.

9) Counterparts. This Agreement may be executed in counterparts, and each executed counterpart shall have the efficacy and validity of a signed original and with the same effect as if all parties hereto had signed the same document. All counterparts so executed shall be deemed to be an original, shall be construed together and shall constitute one agreement. Photographic copies of such executed counterparts may be used in lieu of the original for any purpose.

10) Successors. This Agreement shall be binding upon the parties hereto and upon their heirs, administrators, representatives, executors, successors, and assigns, and shall inure to the benefit of said parties and each of them and to their heirs, administrators, representatives, executors, successors, and assigns. Dr. Green expressly warrants that he has not transferred to any person or entity any rights, causes of action, or claims released in this Agreement.

11) Governing Law and Consent to Personal Jurisdiction. The laws of the state of Nevada shall govern this Agreement. The parties further understand and agree that, in any legal proceeding arising under this Agreement, venue shall be in Washoe County, Nevada. Dr. Green hereby consents to personal jurisdiction in Nevada and in the county provided herein. The venue choice set forth herein shall not limit or restrict WCSD's right, at its sole discretion, to pursue the equitable, injunctive or specific performance remedies set forth in this Agreement in

any jurisdiction or venue where Dr. Green may be found or where a breach or threatened breach may or has occurred or of enforcing any such remedy obtained in Nevada in such other jurisdictions or venues.

12) Modification. This Agreement may not be altered, amended or modified, or otherwise changed in any respect whatsoever, except by a subsequent writing executed by authorized representatives of the parties.

13) Representations. Dr. Green represents and acknowledges that in executing this Agreement he does not rely and has not relied upon any representation or statement made by Releasees or by any of Releasees' agents, attorneys, or representatives with regard to the subject matter, basis, or effect of this Agreement or otherwise, other than those specifically stated in this written Agreement.

14) Remedies and Relief. In addition to any remedies at law or equity that may be available to WCSD for any breach by Dr. Green, WCSD may also seek specific performance, seek appropriate injunctive relief to prevent a breach, and seek any other relief that may be available. Such relief shall be in addition to other remedies available and shall not constitute an election of remedies or be in lieu of any other legal or equitable remedies, damages, attorney's fees and/or costs.

15) Enforceability. Dr. Green understands and agrees that if any provision of this Agreement is determined to be to be wholly or partially illegal, invalid, contrary to public policy or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal, unenforceable, or invalid part, term, or provision shall be first amended to give it/them the greatest effect allowed by law and to reflect the intent of the parties. If this modification is not possible under applicable law, such term shall be deemed not to be a part of this Agreement and the remainder of this Agreement shall not be affected by such invalidity or unenforceability but shall remain in full force and effect. Each provision, paragraph or subparagraph of this Agreement is severable from all others and constitutes a separate and distinct covenant.

16) Cooperation in Legal Matters. Dr. Green agrees that, consistent with his obligations as an employee of WCSD, upon reasonable notice from WCSD, he will make himself available to WCSD, and cooperate honestly and accurately with WCSD, in connection with any proceedings before any court or agency, pertaining to any matter with respect to which he has knowledge or information as a result of his employment with WCSD. At the same time, Dr. Green shall likewise be expected to cooperate in legal proceedings if he is summoned and/or subpoenaed to testify in any matter and/or investigation that might involve the WCSD and Dr. Green will be expected to testify truthfully in such proceedings. This Agreement shall not preclude Dr. Green from adhering to his legal duty to respond to proper summonses and subpoenas. Dr. Green shall not be disciplined if he is summoned or subpoenaed to testify, so long as the testimony he provides by summons or subpoena is truthful (even if adverse to WCSD) and does not reveal wrongdoing or performance issues related to Dr. Green. For example, if called to testify in a proceeding involving a matter not contemplated in this Agreement and Dr. Green is dishonest or reveals his own negligence in handling the matter, Dr. Green may be disciplined since he is being disciplined for the underlying conduct/ommission, not the fact that he provided testimony that is adverse to WCSD.

17) Waiver. The waiver by either party of any term, condition or provision of this Agreement shall not be construed as a waiver of any other or subsequent term, condition or provision.

18) Entire Agreement. This Agreement sets forth the entire agreement between the parties hereto and fully supersedes any and all prior or contemporaneous agreements or understandings,

written or oral, between the parties pertaining to the subject matter hereof, but shall not, in any way, affect, modify, or nullify any agreement Dr. Green has entered into with WCSD which obligates him to protect the WCSD's confidential information.

19) Headings and Recitals. The headings of each paragraph shall not be given any meaning, are not intended to be used to interpret this Agreement, are not to be used to explain, expand, contract or limit the language of this Agreement in any way, and are only included for the purpose of easy reference. However, the recitals set forth on page 1 hereof are hereby made a part of this Agreement and incorporated by this reference.

20) Letter for Prospective Employers. As part of the consideration provided from WCSD to Dr. Green, Kristen McNeill will draft a letter, on WCSD letterhead, stating that Dr. Green was not disciplined in any way as a result of the 2017 Solutions at Work Investigation. This letter may be provided by Dr. Green to prospective employers (including, but not limited to, persons interviewing Dr. Green for such prospective employers), but is otherwise to remain personal and confidential to the extent permitted by law.

THE SIGNATURES BELOW ACKNOWLEDGE THAT EACH PARTY HAS READ AND UNDERSTANDS THE FOREGOING PROVISIONS AND THAT SUCH PROVISIONS ARE REASONABLE AND ENFORCEABLE. EACH SIGNATURE BELOW ALSO ACKNOWLEDGES THAT HE HAS SIGNED THIS AGREEMENT AS HIS/ITS OWN FREE AND VOLUNTARY ACT, THAT EACH PARTY ACKNOWLEDGES THAT THIS IS AN IMPORTANT AND BINDING LEGAL CONTRACT WHICH SHOULD BE REVIEWED BY AN INDEPENDENT ATTORNEY.

Dated: 3-5 2018.

By:

Byron Green
Dr. Byron Green

Dated: 3/6 2018.

By:

Kristen McNeill
Washoe County School District

Its:

Deputy Superintendent

EXHIBIT 18

QUESTIONS TO BE ASKED OF STAFF

1. In the statement, "evidence indicates you [Superintendent Davis] played a role in Lasic, Green, and/or Ricci's actions," exactly what role did Superintendent Davis play?
2. With respect to that role or each role, what specific documents in the Board packet are you relying on in concluding or asserting that Superintendent Davis actually played such role?
3. Please identify every specific document in the Board packet that you are relying on in support of your conclusion that Superintendent Davis provided confidential information to anyone and state how that document supports that conclusion.
4. What evidence, and particularly what documents in the Board packet are you relying on to support the statement that *"the District now possesses conclusive evidence in Lasic's own words that he received or accessed confidential information regarding the investigation and within hours, and sometimes only minutes, he transmitted said confidential information to Green or Ricci?"*
5. What documents in the Board packet are you relying on to support the statement that *"The confidential information included documents, reports, attorney client privileged communications, attorney work product, and or verbal communications from meetings with senior leadership personnel in charge of the Investigation that could only have been obtained improperly from verbal communications in meetings in which you were present, from documents you possessed, and or email communications that you were included on."* Please identify: (1) the meetings, where they took place, and all attendees; (2) the documents Superintendent Davis "possessed", the information contained in such documents, and where that information is contained in the Board packet; (3) the "reports" allegedly provided to Mr. Lasic; and (4) the evidence of attorney client privileged communications, attorney work product, or verbal communications from meetings of senior leadership personnel in charge of the Green Investigation.
6. What specific documents in the Board packet are you relying on to support the statement that there is "substantial evidence" that Superintendent Davis provided access to said [confidential] information?
7. The June 13 and June 21 letters state that Davis was "advised during the Investigation to ensure that no confidential information related to the Investigation was to be accessed by or available to Lasic because his husband was the subject of such information." Who gave that advice? What specifically was the language of that advice? What documentation is there to support that such advice was given?
8. Was there an investigation into leaks when the investigation was on going; and if so, who conducted that investigation, when did it begin and when did it end, what was the result, who authorized the investigation, who received the results, and what, if any, action was taken based on that investigation?

9. How did Superintendent Davis “provide access to [confidential] information” to Mr. Lasic? What specific material in the Board’s packet supports that claim?

10. What are the “documents, reports, attorney-client privileged communications, attorney work product, and/or verbal communications from meetings with senior leadership personnel in charge of the Investigation” referred to in the June 13 and June 21 letters? Where in the Board packet are these documents or the evidence that they were provided to Dr. Green or Jenny Ricci? Where in the Board packet are these reports or the evidence that they were provided to Dr. Green or Jenny Ricci? Where in the Board packet are these e-mail communications or the evidence that they were provided to Dr. Green or Jenny Ricci? Where in the Board packet are these attorney-client privileged communications or the evidence that they were provided to Dr. Green or Jenny Ricci? Where in the Board packet is WCSD attorney work product or the evidence that any WCSD attorney work product was provided to Dr. Green or Jenny Ricci? What “verbal communications among Senior Leadership” are reflected in the documents in the Board packet and which specific documents are evidence of such confidential verbal communications?

11. With respect to your statement that “*Davis assisted Green and Ricci in their complaints against the District in providing confidential information, by pushing theories and or arguments against the district,*” what documents in the Board packet are you relying on in support of that statement, where is the confidential information, what theories and/or arguments against the District were “pushed” by Superintendent Davis and where is the supporting evidence?

12. What evidence supports the allegation in the June 13 and June 21 letters that “*Davis changed the findings of the Investigation as to Green that was consistent with Green’s arguments in his complaints against the District and based on information obtained from Green?*” Where in the Board packet is that evidence?

13. Did Kristen McNeill, who was Mr. Green’s supervisor, object to the “findings of the Investigation as to Green” or concur with them? Did she propose any different findings?

14. With respect to the statement that Superintendent Davis failed to properly supervise David Lasic and Byron Green allegedly resulting in potential liability to the District, in what way did she fail to properly supervise, or what incidences or occurrences are you relying on in support of such statement and what documents are you relying on, if any, in the board packet in support of such statement.

15. Because Kristen McNeill was Green’s direct supervisor, did she also fail to properly supervise Green and if not, why is Superintendent Davis responsible but McNeill is not?

16. In what way did Superintendent Davis fail to “*well and faithfully dedicate all her professional time and attention for the sole benefit of the District*” and what documents in the Board packet are you relying on in support of that statement?

17. In what way did Superintendent Davis fail to supervise staff to ensure they are acting in the best interests of WCSD and what documents in the Board packet are you relying on in support of such statement?

18. In what way did Superintendent Davis fail to keep the Board fully informed, and what documents in the Board packet are you relying on in support of such statement?

19. In what way and what documents in the Board packet support your statements that Superintendent Davis:

- (a) failed to act for the sole benefit of WCSD,
- (b) failed to make informed decisions,
- (c) conducted herself to expose the District to liability,
- (d) violated Board policy 4505, 9200, 5700, 4425,
- (e) failed to follow Strategic Plan Goals 5 and 5.1

20. In what way and what documents in the board packet support your statement that Superintendent Davis:

- (a) was dishonest,
- (b) engaged in unprofessional conduct,
- (c) neglected her duties,
- (d) performed her job inadequately,
- (e) failure to comply with Board requirements,
- (f) was guilty of gross misconduct.

21. Did the WCSD General Counsel instruct the Board President to deceive Superintendent Davis regarding service of the June 13, Notice as Board President told Superintendent Davis? If so, why?

22. Who made the demand that Superintendent Davis go out on leave of absence and why?

23. Was the first or second offer of settlement from Superintendent Davis communicated to the Board and if not, why not?

24. Why were negotiations terminated and the second Notice issued on June 21, prior to the June 30 deadline to attempt to resolve the dispute?