

Notice of Intent to Arbitrate – Dean v. O’Farrell Charter Schools

To: JAMS San Diego Office – 401 B Street Unit 2100, San Diego, CA 92101
Claimant: Dr. Jonathan Dean, Former Superintendent of O’Farrell Charter Schools
Respondent: O’Farrell Charter Schools, San Diego

Claimant **Dr. Jonathan Dean** hereby submits this request for arbitration pursuant to the JAMS Streamlined Arbitration Rules and the Superintendent Employment Agreement entered into between Claimant and O’Farrell Charter Schools.

Nature of Dispute

O’Farrell Charter Schools (OCS) Superintendent Jonathan Dean requests arbitration of a dispute entailing labor code, contract, and tort claims.

Dr. Dean was accused of misconduct relating to [REDACTED] whom he mentored. Dr. Dean denies any wrongdoing. OCS placed Dr. Dean out on a paid leave of absence effective late-January 2020 pending investigation(s), blocking his access to OCS email and forbidding communications with any OCS agents. OCS terminated Dr. Dean’s employment in June 2020 and has yet to fulfill all the terms of his employment contract.

Claimant’s Claims

(1) Compelled self-publication of defamatory statements

Dr. Dean has been forced to convey the circumstances surrounding his separation from OCS and the underlying accusations by [REDACTED], resulting in reputational harm and damaging future employment prospects.

(2) Misrepresentations intended to prevent re-employment (Cal. Lab. C. §§1050 and 1054)

Upon information and belief, OCS board members have perpetuated untrue and salacious allegations against Dr. Dean as “facts,” intending to damage his future employment prospects.

(3) Failure to provide conflict of interest (Cumis) counsel (Cal. Civ. C. §2860, SD Navy Fed. Credit Union v. Cumis Ins.Society, Inc. (1984) 162 Cal.App.3d 358)

OCS did not provide conflict of interest counsel in the investigation leading to Dr. Dean’s separation.

(4) Violation of personal and personnel privacy

OCS violated Dr. Dean’s right to privacy and disclosed confidential personnel matters when certain OCS board members discussed the investigation and allegations against him outside closed session. Without Dr. Dean’s knowledge or permission, OCS agents reviewed personal phone records and counted the number of calls between Dr. Dean’s accuser as compared to other OCS personnel before sharing this information with Board members.

(5) Age discrimination

Dr. Dean is over the age of 40 and alleges that a substantial motivating factor in his termination is his age.

(6) Wrongful termination in violation of public policy (whistle-blower retaliation)

After bringing concerns of his reasonable belief the OCS board was violating conflict of interest and other school policies, rules, or regulations, OCS terminated him in retaliation.

(7) Conversion

After dismissing Dr. Dean's employment without cause, OCS kept certain property, including personal credit and phone records, which belong to Dr. Dean.

(8) Breach of contract

The Employment Agreement provides for benefits until age 65 upon termination, and 12 months' pay upon termination without cause, neither of which have been fulfilled to date.

Statement of Arbitrability

The enclosed Superintendent Employment Agreement, including signed amendments, provide for arbitration of any disputes arising out of the employment relationship at the JAMS San Diego offices. Dr. Dean has engaged in settlement attempts and now desires to initiate arbitration to establish the facts and evidence confirming the above claims before a JAMS arbitrator.



Jon Vanderpool
Counsel for Claimant, Jonathan Dean

Enclosures:

1) Superintendent Employment Agreement, and signed amendments