

Douglas County School District Special Board Meeting

Douglas High School-Media
Center & Zoom

1670 Highway 88

Minden , NV 89423

Friday, October 6, 2023

3:00 PM

Agenda

Please click the link below to join the webinar: <https://dcsd-k12.zoom.us/j/84383384649> Passcode: Oct2023 Or Telephone: +1 669 900 6833 US (San Jose) Webinar ID: 843 8338 4649 Telephone Passcode: 0492117

The public will be invited to make comments on issues on the agenda prior to a vote by the Board on all action items, where such comments shall be limited to one and a half minutes per person. Anyone with comments on that action item that will take more than one and a half minutes is encouraged to put their testimony in writing and provide a copy to the Board prior to or at the meeting.

1. Call to Order

A. Pledge of Allegiance

B. Approval of a Flexible Agenda (*For Possible Action*)

The Trustees reserve the right to take items in a different order to accomplish business in the most efficient manner.

2. Mutual Termination of Superintendent Without Cause (*Discussion and For Possible Action*) 3

The Board will consider whether to approve a proposed mutual agreement with the Superintendent pursuant to which the District will exercise its contractual right to terminate, without cause, the Employment Agreement of the Superintendent, and to authorize payments in accordance therewith.

RECOMMENDATION: Approve the proposed mutual agreement with the Superintendent, pursuant to the contractual right to terminate, without cause, the Employment Agreement of the Superintendent, and authorize payments in accordance therewith.

3. In the Event Agenda Item No. 2 is Approved Appointment of Acting Superintendent (*Discussion and For Possible Action*) 29

The Board shall discuss and take possible action to consider, in the event that Agenda Item 2 is approved, and the Superintendent's position becomes available, the appointment by the Board of an acting Superintendent at the meeting.

RECOMMENDATION: Approve the appointment of an individual as acting superintendent until such time as the Board is able to either name the acting superintendent as successor, or follow its process to interview additional candidates and name a new successor.

4. Public Comment

The public will be invited to make comments on issues not on the agenda at the end of the meeting, during a period of public comment, where such comments shall be limited to two minutes per person.

5. Adjournment

(*) Times are estimated. Items on the Agenda may be taken out of order. The Board of Trustees may combine two or more agenda items for consideration, and may remove an item from the agenda or delay discussion relating to an item on the agenda at any time. Generally speaking, the item will be heard no earlier than the time indicated.

If copies of the complete agenda (and supporting materials) are desired in advance, they may be obtained at the District Office on the Friday or Monday preceding a regular Tuesday meeting of the Board. Please contact Caryn Harper at 775-782-5134 or Charper@dcsd.k12.nv.us.

Notice to Individuals with Disabilities: Members of the public who require special assistance or accommodations are asked to notify the District Administration at 1638 Mono Avenue, Minden, Nevada, 89423, or by calling 782-5134, so that such notification is received at least twenty four (24) hours prior to the meeting. In conformance with the Open Meeting Law, it is hereby noted that the agenda for the meeting of the Douglas County School Board of Trustees has been posted at the following locations:

Douglas County School District, Minden, NV
District website: www.dcsd.k12.nv.us
State of Nevada website: <https://notice.nv.gov>

AMENDMENT TO RENEWED EMPLOYMENT AGREEMENT –

SUPERINTENDENT OF SCHOOLS

This Amendment to the Renewed Employment Agreement – Superintendent of Schools (“*Amendment*”) is made and entered into by and between the Trustees of the Douglas County School District (hereafter, the “*Trustees*”) on behalf of the Douglas County School District (“*DCSD*”), and Keith Lewis (“*Lewis*”) (collectively, the “*Parties*”), to amend the Renewed Employment Agreement – Superintendent of Schools effective November 16, 2022 (the “*Employment Agreement*”). This Amendment is necessary to clarify ambiguities between Section 5(a) of the Employment Agreement which governs base salary, and Section 5(b), which addresses step increases. Accordingly,

1. The second sentence in Section 5(a) shall be deleted and replaced in its entirety with the following sentence:


The TRUSTEES may, in their sole discretion, determine to increase LEWIS' annual salary at any time during the Term of this Agreement or any subsequently renewed Term, but except for step increases required under Section 5(b), in no event shall the TRUSTEES increase LEWIS' annual salary prior to November 16, 2023.

2. Except as expressly provided herein, the Employment Agreement remains in full force and effect without amendment.

Dated: December 13, 2022

BOARD OF TRUSTEES OF THE DOUGLAS COUNTY SCHOOL DISTRICT

By 
Linda Gilkerson President

By 
Carey Kangas, Vice-President

By 
Ross Chichester, Clerk

Dated: December 15, 2022

By 
Keith Lewis, Superintendent

RENEWED EMPLOYMENT AGREEMENT – SUPERINTENDENT OF SCHOOLS

This Renewed Employment Agreement – Superintendent of Schools (“*Agreement*”) is entered into pursuant to NRS 391.110 by and between the TRUSTEES OF THE DOUGLAS COUNTY SCHOOL DISTRICT, a “body corporate” created by NRS 386.110 (hereafter “*TRUSTEES*” or “*BOARD*”) on behalf of the DOUGLAS COUNTY SCHOOL DISTRICT, a political subdivision of the State of Nevada created by NRS 386.010 (“*DCSD*”), and KEITH LEWIS (“*LEWIS*”), to renew his employment as Superintendent of Schools, and is made with reference to the following facts:

RECITALS

A. Pursuant to NRS 391.110(3), the TRUSTEES hired LEWIS as Superintendent of DCSD for an initial term of three (3) years and one (1) month beginning May 1, 2020 and ending June 30, 2023, as memorialized in the Employment Agreement fully executed on May 20, 2020 (“*Original Agreement*”).

B. The TRUSTEES and LEWIS amended the Original Agreement by entering into a Restated Employment Agreement fully executed on December 8, 2020. The TRUSTEES unanimously voted to extend the initial term of the Original Agreement (as amended) by an additional two (2) years through June 30, 2025 pursuant to NRS 391.110(3), as memorialized in the Extension of Restated Employment Agreement fully executed on May 27, 2021. The TRUSTEES unanimously voted to extend the amended term by one (1) additional year through June 30, 2026 pursuant to NRS 391.110(3), as memorialized in the Second Extension of Restated Employment Agreement fully executed on June 10, 2022.

C. The current salary and compensation package of LEWIS under the Original Agreement, as amended and extended, is below market and lower than school superintendents in neighboring counties in Nevada who have higher salaries and/or additional retirement benefits in their compensation packages.

D. The TRUSTEES and LEWIS wish to enter into this Agreement effective on November 16, 2022 (“*Effective Date*”), which will make the salary and compensation of LEWIS more comparable to superintendents in neighboring counties in Nevada.

E. By entering into this Agreement, the TRUSTEES and LEWIS intend to terminate the Original Agreement, as amended and restated, on the Effective Date, whose terms will be superseded by this Agreement in its entirety.

NOW, THEREFORE, in light of the foregoing facts and in consideration of the mutual promises contained in this Agreement, the parties hereby AGREE as follows:

TERMS AND CONDITIONS

1. Recitals Incorporated. The Recitals set forth above are hereby incorporated and made a part of this Agreement.

2. Exclusive Employment. The TRUSTEES hereby renews the employment of LEWIS to continue serving in the position of Superintendent of Schools of the DCSD, and LEWIS hereby accepts such exclusive employment under the terms stated herein. LEWIS agrees to devote all of his professional time and attention to the sole and exclusive benefit of the DCSD, and to no other employment, professional endeavors, or personal business for profit. Notwithstanding the foregoing, LEWIS may from time-to-time accept speaking engagements, lecturing, writing, and similar professional activities. LEWIS shall, however, provide the TRUSTEES with advance notice in writing of his intent to engage in any such activities, and shall consult with the TRUSTEES about his planned activities as appropriate.

3. Term of Agreement. The Term of this Agreement shall be from the Effective date through June 30, 2026 (the “*Term*”), when it shall expire, unless extended by mutual agreement of the Parties.

4. Extension. Between April 1 and June 30, 2024, LEWIS may request the TRUSTEES to meet in an open public meeting to review this Agreement and to decide whether to extend the Term of this Agreement by one (1) or more additional years. Any extension shall be subject to step increases, if applicable, under Section 5(b), and any other increases or decreases in compensation approved by the TRUSTEES.

5. Consideration. The consideration given to LEWIS in exchange for his faithful performance of all of his duties as Superintendent of Schools under this Agreement is each and all of the following:

(a) Salary, PERS, and Group Insurance. DCSD shall pay LEWIS the gross annual salary of \$175,000, the sufficiency of which is hereby acknowledged by LEWIS, commencing on the Effective Date, and to be paid to him incrementally at DCSD's normal regular payroll intervals. The TRUSTEES may, in their sole discretion, determine to increase LEWIS' annual salary at any time during the Term of this or any subsequently renewed Term, but in no event shall LEWIS' annual salary be increased prior to November 16, 2023. LEWIS shall be eligible for all fringe benefits of employment as they are or may be adopted and in place from time-to-time for all regular 12-month administrators employed by DCSD during the Term of this Agreement. This includes but is not limited to payment by DCSD of the Employer's share of contributions for LEWIS to the Nevada Public Employees Retirement System ("PERS"), and coverage under DCSD's group health, dental, and vision insurance policies for LEWIS himself pursuant to the terms of the relevant group insurance plan(s) for DCSD employees as may be adopted and in place from time-to-time. DCSD shall pay the insurance premiums for LEWIS himself only; any premiums for his spouse's or other enrolled dependents' coverage under DCSD's group policies, if any, shall be borne and paid personally by LEWIS and his spouse.

(b) Step Increases and Salary Decreases. LEWIS' annual salary shall increase based on experience gained as Superintendent in annual incremental steps of three percent (3%) above his then current salary for each year of experience ending June

30 of each year during the term of this Agreement (hereafter "Step Increase"); provided, however, if all DCSD employee collective bargaining units agree not to receive a step increase under their respective collective bargaining agreements for a particular year, LEWIS shall not receive a Step Increase notwithstanding the year of experience gained. If LEWIS receives an unsatisfactory performance evaluation from the Trustees under Section 7 at any time during the 12-month period before he is scheduled to receive a Step Increase on June 30 of a particular year, he shall not receive the Step Increase for that year.

Should all DCSD employee collective bargaining units agree to a freeze or decrease in salary and/or benefits for a particular year under their respective collective bargaining agreements, LEWIS's annual salary shall automatically freeze or decrease by the average percentage of the decreases agreed by each of the bargaining units.

(c) Paid Time Off. LEWIS shall accrue and be eligible to take paid time off for vacation, sick leave, and personal leave on the same basis as all other 12-month administrative employees of DCSD. Accrual of such benefits is limited to the same maximums as apply to all such other 12-month administrative employees. Any unused sick leave that LEWIS may have accrued with DCSD in his previous position as Executive Director of Human Resources as of June 30, 2020 shall be retained by him and considered as accrued and available to him as of the Effective Date; however, LEWIS shall not be compensated in cash for any such previously accrued sick leave.

(d) Transportation. LEWIS shall be allowed the use of a DCSD-owned or leased 4-wheel or all-wheel drive motor vehicle to be used by him for DCSD business purposes only.

(e) Technology. DCSD shall provide LEWIS with a cell phone and shall pay the monthly fees in connection therewith. The TRUSTEES in their sole discretion may eliminate this perquisite and instead pay LEWIS a monthly sum of \$75 for reimbursement to LEWIS for DCSD business use of his personal cell phone.

(f) Professional Associations. DCSD shall directly pay or reimburse LEWIS for the costs or dues for his memberships in professional organizations or associations which are directly related to his position and duties as Superintendent of Schools, with an annual maximum aggregate expenditure by DCSD for this purpose of \$1,000.

(g) Other Insurance. During the Term of this Agreement, DCSD shall provide and maintain in force by directly paying the premiums for a policy of accidental death insurance with 24-hour coverage for LEWIS with a death benefit payable of \$200,000, and a term life insurance policy on his life with a death benefit payable of \$50,000. LEWIS shall be designated as the owner of both such policies and shall have the right to designate the beneficiary or beneficiaries thereunder in his sole discretion.

(h) Payment or Reimbursement of Travel Expenses. DCSD shall either directly pay or reimburse LEWIS for the reasonable and customary expenses actually incurred for his appropriate travel outside the District in performance of his duties as Superintendent of Schools. LEWIS shall provide appropriate receipts for any requested travel-related reimbursements. DCSD may also provide him with a credit card for his use to pay for any such expenses, with the account maintained and paid by DCSD, to be used only for such purposes and in accordance with DCSD guidelines.

(i) Service Credit. In consideration for successfully navigating the challenges caused by the COVID-19 pandemic, as a merit-based bonus, DCSD shall make a lump sum purchase of one (1) year of service credit from NV PERS on behalf of LEWIS within ten (10) days of the Effective Date.

6. Duties and Responsibilities. In exchange for the monetary compensation and the other consideration described in this Agreement, LEWIS shall well and faithfully perform all of the duties and responsibilities normally performed by a Superintendent of Schools under Nevada law as the chief executive officer of the DCSD, all of those duties described in the written "job

description” for the DCSD Superintendent of Schools attached hereto as **Exhibit “A,”** and any additional reasonable duties and responsibilities as may be assigned to his from time-to-time by the TRUSTEES. LEWIS shall maintain membership and actively participate in the local Chamber of Commerce and one additional local service club, whose costs and expenses for membership shall be borne by DCSD in accordance with BOARD policy. LEWIS shall regularly confer with and furnish to the TRUSTEES such information, data, and materials concerning DCSD and its operations as are reasonably appropriate and necessary for them in the performance of their oversight function and their other duties as TRUSTEES under Nevada law. As Superintendent, LEWIS shall be accountable to the full BOARD OF TRUSTEES as a whole, and not to individual Trustees. He is required to comply with all lawful policies, rules, regulations, and orders as may be adopted by the TRUSTEES, and shall be responsible for attaining the “Management by Objectives” (“MBOs”) in place and as developed from time-to-time by him and the TRUSTEES.

7. Performance Evaluations. Using methods developed after conferring with LEWIS, the TRUSTEES shall, after providing reasonable advance notice to him, formally evaluate his performance as Superintendent of Schools on or before November 15, 2023 and on an approximately annual basis thereafter, and at any other times deemed necessary or appropriate in the discretion of the TRUSTEES during the Term of this Agreement and any successive renewed Term.

8. Mentoring. The TRUSTEES may require LEWIS to participate in a mentoring program by a person or persons of the TRUSTEES’ choosing at the beginning of the Term of this Agreement and/or at other times and periods during the Term in their discretion, in order that LEWIS might improve his performance as Superintendent of Schools.

9. Termination. This Agreement, and LEWIS’ employment as Superintendent of Schools hereunder, shall be terminated by LEWIS’ death, retirement, or by his voluntary resignation at any time. It may also be terminated voluntarily by LEWIS or involuntarily prior to expiration of the Term by the TRUSTEES at any time, with or without Cause (as defined below), or for disability, as follows:

(a) Termination for Cause. LEWIS' employment as Superintendent, and this Agreement may be terminated at any time for cause, as provided in NRS 391.110(4). "Cause" shall be defined as any of those reasons or circumstances set forth in NRS 391.750(1) as may be in effect from time-to-time during the Term pertaining to dismissal of school administrators, and as may be otherwise defined under Nevada law; *provided, however,* that unlike other DCSD employees, as Superintendent of Schools, LEWIS shall *not* at any time have any right to a hearing prior to involuntary termination or any of the other procedural due process rights contained in NRS Chapter 391 that may be applicable to other employees. His sole and exclusive remedy to challenge his termination for Cause shall be binding arbitration as set forth in Section 9(d). The failure by LEWIS to comply with a BOARD directive which violates a legal mandate imposed by the United States or the State of Nevada shall not constitute "Cause" for termination. If LEWIS prevails in such arbitration on the factual issue of whether there was Cause for his termination, he shall be entitled to receive only those contractual payments to which he would have been entitled as provided in the following subsection as if he had been terminated without Cause.

(b) Termination without Cause. The TRUSTEES may terminate LEWIS' employment at will, at any time, for any lawful reason or no reason, without Cause as defined above, upon providing LEWIS with a minimum of ninety (90) days' written notice of such termination personally delivered to him or sent to him by certified U.S. Mail at his last known residence address on file with DCSD.

(c) Termination for Disability. In the event LEWIS is unable to perform any of the essential functions of his job or his duties as Superintendent of Schools with or without a reasonable accommodation because of physical or mental illness, condition or injury, and such disability lasts or exists for a period of more than ninety (90) days within a consecutive 12-month period of time, the TRUSTEES may determine to place LEWIS on a disability leave of absence without pay, during which time he will be nonetheless paid for any available remaining and already-accrued sick leave, vacation, and personal days off. During such disability leave of absence, LEWIS shall not accrue

any additional paid time off, and the TRUSTEES may appoint another qualified administrator as Acting Superintendent. Before being eligible to return to duty as Superintendent, LEWIS shall provide an unequivocal statement in writing from a medical doctor licensed to practice medicine in Nevada, certifying that he is able to return to duty and can perform all of the duties and essential functions of his position with or without a reasonable accommodation, and he may also be required to submit to examination by another qualified medical doctor chosen by DCSD to provide an opinion to the TRUSTEES regarding whether she is able to return to duty and can perform all of duties and essential functions of his position. Upon expiration of the disability leave, if LEWIS has not returned or cannot return to duty as Superintendent, the TRUSTEES may, in their discretion, continue the period of leave for any appropriate additional period, or may terminate LEWIS' employment and place him on disability retirement status. In such case, LEWIS shall be eligible to receive any disability insurance and Nevada PERS benefits to which he may be entitled under any applicable DCSD insurance plans and policies in place and applicable law.

(d) Binding Arbitration. All disputes between the parties arising out of or relating to the terms of this Agreement shall be determined exclusively by mandatory, binding arbitration conducted in Douglas County, Nevada pursuant to the Nevada Uniform Arbitration Act of 2000 (NRS 38.206 et seq. - the "Act"). In the event that such a dispute is not first resolved between them, the parties shall by agreement between them select one person as arbitrator who has substantial experience in the area(s) of the disputed issue(s). If they cannot agree upon an arbitrator, then within 30 days following the written request of either party for the appointment of an arbitrator, either party shall apply pursuant to NRS 38.226, to the Ninth Judicial District Court for the State of Nevada in Douglas County to appoint an arbitrator. The arbitrator shall have all of the powers set forth in the Act, shall enter an award at the conclusion of the proceedings. In no event, may the arbitrator award any tort or punitive damages to LEWIS. The arbitrator's fee and the cost of the proceeding shall initially be shared equally between the parties, but the

arbitrator may in his/her discretion order that the losing party pay all or any part of the arbitrator's fee advanced by the prevailing party.

LEWIS INITIALS

KL

TRUSTEES INITIALS

dg. CU RT

10. Payments in Event of Termination.

A. In the event this Agreement and LEWIS' employment is terminated as the result of the natural expiration of this Agreement, the death of LEWIS, or voluntarily by his resignation or retirement, or involuntarily by the TRUSTEES for Cause as defined herein, DCSD shall pay LEWIS (or his estate, in the event of his death) only for his earned salary through the last day of his employment, for any accrued but unused paid time off, and for any as-of-then unreimbursed appropriate expenses; DCSD shall not be required to pay LEWIS any other or additional sum.

B. If LEWIS' employment is involuntarily terminated without Cause as defined herein, then:

(1). DCSD shall pay LEWIS his earned salary through the last day of his employment, for any accrued but unused paid time off, for his appropriate and as-of-then unreimbursed expenses,

(2) DCSD shall pay LEWIS a gross lump-sum consisting of: (a) an amount equal to twelve (12) months of his salary as in effect as of such date, subject to normal withholding by DCSD for all federal, state, and other applicable (if any) income taxes; and (b) an amount equal to the sum of all contributions which DCSD would have made to Nevada PERS under Section 5(a) during the twelve-month period after termination; provided however, that if Nevada PERS allows LEWIS to direct such amount towards the purchase of service credit prior

to the termination date, LEWIS may elect to direct DCSD to pay such amount to Nevada PERS for purchase of service credit prior to the termination date; and

(3) If LEWIS timely and properly elects health continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), DCSD shall reimburse LEWIS for [the monthly COBRA premium paid by LEWIS for himself and his dependents Such reimbursement shall be paid to LEWIS on the 10th of the month immediately following the month in which LEWIS timely remits the premium payment. LEWIS shall be eligible to receive such reimbursement from DCSD until the earliest of: (a) the twelve-month anniversary of the date of the LEWIS's termination; (b) the date LEWIS is no longer eligible to receive COBRA continuation coverage; and (c) the date on which LEWIS becomes eligible to receive substantially similar coverage from another employer or other source.

Except as otherwise stated in this Section 10(b), DCSD shall make all such payments no later than thirty (30) days after the date of LEWIS' termination. No additional or other payments shall be due or made to him by the DCSD in the event of his termination without Cause.

C. If LEWIS' employment is terminated as the result of his disability under Section 9(c) above, he shall receive only those payments and benefits as described therein.

11. Attorney's Fees and Costs. If either party to this Agreement brings an action or other proceeding to enforce or interpret any provision of this Agreement or to resolve any dispute arising under this Agreement or the employment relationship, the prevailing party in such action shall be entitled to an award of his/its reasonable attorney's fees and costs incurred in connection with prosecuting or defending such action or proceeding.

12. Binding Effect. This Agreement shall be binding upon and inure to the benefit and the detriment of the parties hereto, as well as their respective successors, heirs, executors, and administrators, as the case may be.

13. Severability. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any of its other provisions as unenforceable, invalid, or illegal. Such remaining provisions of this Agreement shall be construed in all respects as if the unenforceable, invalid, or illegal provision(s) were omitted.

14. Entire Agreement. This Agreement contains the entire agreement between the TRUSTEES and LEWIS regarding his employment as Superintendent of Schools and the subject matter hereof. This Agreement may not be modified, changed, altered, or amended in any way except by a subsequent written instrument referring specifically to this Agreement by title and date, and signed by both parties to this Agreement.

[SIGNATURE PAGE TO FOLLOW]

Dated: November 16, 2022

BOARD OF TRUSTEES OF THE
DOUGLAS COUNTY SCHOOL

DISTRICT

By Linda Gilkerson
Linda Gilkerson, President

By Carey Kangas
Carey Kangas, Vice-President

By Ross Chichester
Ross Chichester, Clerk

Dated: November 16, 2022

Keith Lewis
KEITH LEWIS

AMENDMENT TO RENEWED EMPLOYMENT AGREEMENT –

SUPERINTENDENT OF SCHOOLS

This Amendment to the Renewed Employment Agreement – Superintendent of Schools (“*Amendment*”) is made and entered into by and between the Trustees of the Douglas County School District (hereafter, the “*Trustees*”) on behalf of the Douglas County School District (“*DCSD*”), and Keith Lewis (“*Lewis*”) (collectively, the “*Parties*”), to amend the Renewed Employment Agreement – Superintendent of Schools effective November 16, 2022 (the “*Employment Agreement*”). This Amendment is necessary to clarify ambiguities between Section 5(a) of the Employment Agreement which governs base salary, and Section 5(b), which addresses step increases. Accordingly,

1. The second sentence in Section 5(a) shall be deleted and replaced in its entirety with the following sentence:


The TRUSTEES may, in their sole discretion, determine to increase LEWIS’ annual salary at any time during the Term of this Agreement or any subsequently renewed Term, but except for step increases required under Section 5(b), in no event shall the TRUSTEES increase LEWIS’ annual salary prior to November 16, 2023.

2. Except as expressly provided herein, the Employment Agreement remains in full force and effect without amendment.

Dated: December 13, 2022

BOARD OF TRUSTEES OF THE
DOUGLAS COUNTY SCHOOL DISTRICT

By 
Linda Gilkerson President

By 
Carey Kangas, Vice-President

By 
Ross Chichester, Clerk

Dated: December 15, 2022

By 
Keith Lewis, Superintendent

RENEWED EMPLOYMENT AGREEMENT – SUPERINTENDENT OF SCHOOLS

This Renewed Employment Agreement – Superintendent of Schools (“*Agreement*”) is entered into pursuant to NRS 391.110 by and between the TRUSTEES OF THE DOUGLAS COUNTY SCHOOL DISTRICT, a “body corporate” created by NRS 386.110 (hereafter “*TRUSTEES*” or “*BOARD*”) on behalf of the DOUGLAS COUNTY SCHOOL DISTRICT, a political subdivision of the State of Nevada created by NRS 386.010 (“*DCSD*”), and KEITH LEWIS (“*LEWIS*”), to renew his employment as Superintendent of Schools, and is made with reference to the following facts:

RECITALS

A. Pursuant to NRS 391.110(3), the TRUSTEES hired LEWIS as Superintendent of DCSD for an initial term of three (3) years and one (1) month beginning May 1, 2020 and ending June 30, 2023, as memorialized in the Employment Agreement fully executed on May 20, 2020 (“*Original Agreement*”).

B. The TRUSTEES and LEWIS amended the Original Agreement by entering into a Restated Employment Agreement fully executed on December 8, 2020. The TRUSTEES unanimously voted to extend the initial term of the Original Agreement (as amended) by an additional two (2) years through June 30, 2025 pursuant to NRS 391.110(3), as memorialized in the Extension of Restated Employment Agreement fully executed on May 27, 2021. The TRUSTEES unanimously voted to extend the amended term by one (1) additional year through June 30, 2026 pursuant to NRS 391.110(3), as memorialized in the Second Extension of Restated Employment Agreement fully executed on June 10, 2022.

C. The current salary and compensation package of LEWIS under the Original Agreement, as amended and extended, is below market and lower than school superintendents in neighboring counties in Nevada who have higher salaries and/or additional retirement benefits in their compensation packages.

D. The TRUSTEES and LEWIS wish to enter into this Agreement effective on November 16, 2022 ("*Effective Date*"), which will make the salary and compensation of LEWIS more comparable to superintendents in neighboring counties in Nevada.

E. By entering into this Agreement, the TRUSTEES and LEWIS intend to terminate the Original Agreement, as amended and restated, on the Effective Date, whose terms will be superseded by this Agreement in its entirety.

NOW, THEREFORE, in light of the foregoing facts and in consideration of the mutual promises contained in this Agreement, the parties hereby AGREE as follows:

TERMS AND CONDITIONS

1. Recitals Incorporated. The Recitals set forth above are hereby incorporated and made a part of this Agreement.

2. Exclusive Employment. The TRUSTEES hereby renews the employment of LEWIS to continue serving in the position of Superintendent of Schools of the DCSD, and LEWIS hereby accepts such exclusive employment under the terms stated herein. LEWIS agrees to devote all of his professional time and attention to the sole and exclusive benefit of the DCSD, and to no other employment, professional endeavors, or personal business for profit. Notwithstanding the foregoing, LEWIS may from time-to-time accept speaking engagements, lecturing, writing, and similar professional activities. LEWIS shall, however, provide the TRUSTEES with advance notice in writing of his intent to engage in any such activities, and shall consult with the TRUSTEES about his planned activities as appropriate.

3. Term of Agreement. The Term of this Agreement shall be from the Effective date through June 30, 2026 (the "*Term*"), when it shall expire, unless extended by mutual agreement of the Parties.

4. Extension. Between April 1 and June 30, 2024, LEWIS may request the TRUSTEES to meet in an open public meeting to review this Agreement and to decide whether to extend the Term of this Agreement by one (1) or more additional years. Any extension shall be subject to step increases, if applicable, under Section 5(b), and any other increases or decreases in compensation approved by the TRUSTEES.

5. Consideration. The consideration given to LEWIS in exchange for his faithful performance of all of his duties as Superintendent of Schools under this Agreement is each and all of the following:

(a) Salary, PERS, and Group Insurance. DCSD shall pay LEWIS the gross annual salary of \$175,000, the sufficiency of which is hereby acknowledged by LEWIS, commencing on the Effective Date, and to be paid to him incrementally at DCSD's normal regular payroll intervals. The TRUSTEES may, in their sole discretion, determine to increase LEWIS' annual salary at any time during the Term of this or any subsequently renewed Term, but in no event shall LEWIS' annual salary be increased prior to November 16, 2023. LEWIS shall be eligible for all fringe benefits of employment as they are or may be adopted and in place from time-to-time for all regular 12-month administrators employed by DCSD during the Term of this Agreement. This includes but is not limited to payment by DCSD of the Employer's share of contributions for LEWIS to the Nevada Public Employees Retirement System ("PERS"), and coverage under DCSD's group health, dental, and vision insurance policies for LEWIS himself pursuant to the terms of the relevant group insurance plan(s) for DCSD employees as may be adopted and in place from time-to-time. DCSD shall pay the insurance premiums for LEWIS himself only; any premiums for his spouse's or other enrolled dependents' coverage under DCSD's group policies, if any, shall be borne and paid personally by LEWIS and his spouse.

(b) Step Increases and Salary Decreases. LEWIS' annual salary shall increase based on experience gained as Superintendent in annual incremental steps of three percent (3%) above his then current salary for each year of experience ending June

30 of each year during the term of this Agreement (hereafter "Step Increase"); provided, however, if all DCSD employee collective bargaining units agree not to receive a step increase under their respective collective bargaining agreements for a particular year, LEWIS shall not receive a Step Increase notwithstanding the year of experience gained. If LEWIS receives an unsatisfactory performance evaluation from the Trustees under Section 7 at any time during the 12-month period before he is scheduled to receive a Step Increase on June 30 of a particular year, he shall not receive the Step Increase for that year.

Should all DCSD employee collective bargaining units agree to a freeze or decrease in salary and/or benefits for a particular year under their respective collective bargaining agreements, LEWIS's annual salary shall automatically freeze or decrease by the average percentage of the decreases agreed by each of the bargaining units.

(c) Paid Time Off. LEWIS shall accrue and be eligible to take paid time off for vacation, sick leave, and personal leave on the same basis as all other 12-month administrative employees of DCSD. Accrual of such benefits is limited to the same maximums as apply to all such other 12-month administrative employees. Any unused sick leave that LEWIS may have accrued with DCSD in his previous position as Executive Director of Human Resources as of June 30, 2020 shall be retained by him and considered as accrued and available to him as of the Effective Date; however, LEWIS shall not be compensated in cash for any such previously accrued sick leave.

(d) Transportation. LEWIS shall be allowed the use of a DCSD-owned or leased 4-wheel or all-wheel drive motor vehicle to be used by him for DCSD business purposes only.

(e) Technology. DCSD shall provide LEWIS with a cell phone and shall pay the monthly fees in connection therewith. The TRUSTEES in their sole discretion may eliminate this perquisite and instead pay LEWIS a monthly sum of \$75 for reimbursement to LEWIS for DCSD business use of his personal cell phone.

(f) Professional Associations. DCSD shall directly pay or reimburse LEWIS for the costs or dues for his memberships in professional organizations or associations which are directly related to his position and duties as Superintendent of Schools, with an annual maximum aggregate expenditure by DCSD for this purpose of \$1,000.

(g) Other Insurance. During the Term of this Agreement, DCSD shall provide and maintain in force by directly paying the premiums for a policy of accidental death insurance with 24-hour coverage for LEWIS with a death benefit payable of \$200,000, and a term life insurance policy on his life with a death benefit payable of \$50,000. LEWIS shall be designated as the owner of both such policies and shall have the right to designate the beneficiary or beneficiaries thereunder in his sole discretion.

(h) Payment or Reimbursement of Travel Expenses. DCSD shall either directly pay or reimburse LEWIS for the reasonable and customary expenses actually incurred for his appropriate travel outside the District in performance of his duties as Superintendent of Schools. LEWIS shall provide appropriate receipts for any requested travel-related reimbursements. DCSD may also provide him with a credit card for his use to pay for any such expenses, with the account maintained and paid by DCSD, to be used only for such purposes and in accordance with DCSD guidelines.

(i) Service Credit. In consideration for successfully navigating the challenges caused by the COVID-19 pandemic, as a merit-based bonus, DCSD shall make a lump sum purchase of one (1) year of service credit from NV PERS on behalf of LEWIS within ten (10) days of the Effective Date.

6. Duties and Responsibilities. In exchange for the monetary compensation and the other consideration described in this Agreement, LEWIS shall well and faithfully perform all of the duties and responsibilities normally performed by a Superintendent of Schools under Nevada law as the chief executive officer of the DCSD, all of those duties described in the written "job

description” for the DCSD Superintendent of Schools attached hereto as **Exhibit “A,”** and any additional reasonable duties and responsibilities as may be assigned to his from time-to-time by the TRUSTEES. LEWIS shall maintain membership and actively participate in the local Chamber of Commerce and one additional local service club, whose costs and expenses for membership shall be borne by DCSD in accordance with BOARD policy. LEWIS shall regularly confer with and furnish to the TRUSTEES such information, data, and materials concerning DCSD and its operations as are reasonably appropriate and necessary for them in the performance of their oversight function and their other duties as TRUSTEES under Nevada law. As Superintendent, LEWIS shall be accountable to the full BOARD OF TRUSTEES as a whole, and not to individual Trustees. He is required to comply with all lawful policies, rules, regulations, and orders as may be adopted by the TRUSTEES, and shall be responsible for attaining the “Management by Objectives” (“MBOs”) in place and as developed from time-to-time by him and the TRUSTEES.

7. Performance Evaluations. Using methods developed after conferring with LEWIS, the TRUSTEES shall, after providing reasonable advance notice to him, formally evaluate his performance as Superintendent of Schools on or before November 15, 2023 and on an approximately annual basis thereafter, and at any other times deemed necessary or appropriate in the discretion of the TRUSTEES during the Term of this Agreement and any successive renewed Term.

8. Mentoring. The TRUSTEES may require LEWIS to participate in a mentoring program by a person or persons of the TRUSTEES’ choosing at the beginning of the Term of this Agreement and/or at other times and periods during the Term in their discretion, in order that LEWIS might improve his performance as Superintendent of Schools.

9. Termination. This Agreement, and LEWIS’ employment as Superintendent of Schools hereunder, shall be terminated by LEWIS’ death, retirement, or by his voluntary resignation at any time. It may also be terminated voluntarily by LEWIS or involuntarily prior to expiration of the Term by the TRUSTEES at any time, with or without Cause (as defined below), or for disability, as follows:

(a) Termination for Cause. LEWIS' employment as Superintendent, and this Agreement may be terminated at any time for cause, as provided in NRS 391.110(4). "Cause" shall be defined as any of those reasons or circumstances set forth in NRS 391.750(1) as may be in effect from time-to-time during the Term pertaining to dismissal of school administrators, and as may be otherwise defined under Nevada law; *provided, however,* that unlike other DCSD employees, as Superintendent of Schools, LEWIS shall *not* at any time have any right to a hearing prior to involuntary termination or any of the other procedural due process rights contained in NRS Chapter 391 that may be applicable to other employees. His sole and exclusive remedy to challenge his termination for Cause shall be binding arbitration as set forth in Section 9(d). The failure by LEWIS to comply with a BOARD directive which violates a legal mandate imposed by the United States or the State of Nevada shall not constitute "Cause" for termination. If LEWIS prevails in such arbitration on the factual issue of whether there was Cause for his termination, he shall be entitled to receive only those contractual payments to which he would have been entitled as provided in the following subsection as if he had been terminated without Cause.

(b) Termination without Cause. The TRUSTEES may terminate LEWIS' employment at will, at any time, for any lawful reason or no reason, without Cause as defined above, upon providing LEWIS with a minimum of ninety (90) days' written notice of such termination personally delivered to him or sent to him by certified U.S. Mail at his last known residence address on file with DCSD.

(c) Termination for Disability. In the event LEWIS is unable to perform any of the essential functions of his job or his duties as Superintendent of Schools with or without a reasonable accommodation because of physical or mental illness, condition or injury, and such disability lasts or exists for a period of more than ninety (90) days within a consecutive 12-month period of time, the TRUSTEES may determine to place LEWIS on a disability leave of absence without pay, during which time he will be nonetheless paid for any available remaining and already-accrued sick leave, vacation, and personal days off. During such disability leave of absence, LEWIS shall not accrue

any additional paid time off, and the TRUSTEES may appoint another qualified administrator as Acting Superintendent. Before being eligible to return to duty as Superintendent, LEWIS shall provide an unequivocal statement in writing from a medical doctor licensed to practice medicine in Nevada, certifying that he is able to return to duty and can perform all of the duties and essential functions of his position with or without a reasonable accommodation, and he may also be required to submit to examination by another qualified medical doctor chosen by DCSD to provide an opinion to the TRUSTEES regarding whether she is able to return to duty and can perform all of duties and essential functions of his position. Upon expiration of the disability leave, if LEWIS has not returned or cannot return to duty as Superintendent, the TRUSTEES may, in their discretion, continue the period of leave for any appropriate additional period, or may terminate LEWIS' employment and place him on disability retirement status. In such case, LEWIS shall be eligible to receive any disability insurance and Nevada PERS benefits to which he may be entitled under any applicable DCSD insurance plans and policies in place and applicable law.

(d) Binding Arbitration. All disputes between the parties arising out of or relating to the terms of this Agreement shall be determined exclusively by mandatory, binding arbitration conducted in Douglas County, Nevada pursuant to the Nevada Uniform Arbitration Act of 2000 (NRS 38.206 et seq. - the "Act"). In the event that such a dispute is not first resolved between them, the parties shall by agreement between them select one person as arbitrator who has substantial experience in the area(s) of the disputed issue(s). If they cannot agree upon an arbitrator, then within 30 days following the written request of either party for the appointment of an arbitrator, either party shall apply pursuant to NRS 38.226, to the Ninth Judicial District Court for the State of Nevada in Douglas County to appoint an arbitrator. The arbitrator shall have all of the powers set forth in the Act, shall enter an award at the conclusion of the proceedings. In no event, may the arbitrator award any tort or punitive damages to LEWIS. The arbitrator's fee and the cost of the proceeding shall initially be shared equally between the parties, but the

arbitrator may in his/her discretion order that the losing party pay all or any part of the arbitrator's fee advanced by the prevailing party.

LEWIS INITIALS

KL

TRUSTEES INITIALS

dg. CU RT

10. Payments in Event of Termination.

A. In the event this Agreement and LEWIS' employment is terminated as the result of the natural expiration of this Agreement, the death of LEWIS, or voluntarily by his resignation or retirement, or involuntarily by the TRUSTEES for Cause as defined herein, DCSD shall pay LEWIS (or his estate, in the event of his death) only for his earned salary through the last day of his employment, for any accrued but unused paid time off, and for any as-of-then unreimbursed appropriate expenses; DCSD shall not be required to pay LEWIS any other or additional sum.

B. If LEWIS' employment is involuntarily terminated without Cause as defined herein, then:

(1). DCSD shall pay LEWIS his earned salary through the last day of his employment, for any accrued but unused paid time off, for his appropriate and as-of-then unreimbursed expenses,

(2) DCSD shall pay LEWIS a gross lump-sum consisting of: (a) an amount equal to twelve (12) months of his salary as in effect as of such date, subject to normal withholding by DCSD for all federal, state, and other applicable (if any) income taxes; and (b) an amount equal to the sum of all contributions which DCSD would have made to Nevada PERS under Section 5(a) during the twelve-month period after termination; provided however, that if Nevada PERS allows LEWIS to direct such amount towards the purchase of service credit prior

to the termination date, LEWIS may elect to direct DCSD to pay such amount to Nevada PERS for purchase of service credit prior to the termination date; and

(3) If LEWIS timely and properly elects health continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), DCSD shall reimburse LEWIS for [the monthly COBRA premium paid by LEWIS for himself and his dependents. Such reimbursement shall be paid to LEWIS on the 10th of the month immediately following the month in which LEWIS timely remits the premium payment. LEWIS shall be eligible to receive such reimbursement from DCSD until the earliest of: (a) the twelve-month anniversary of the date of the LEWIS's termination; (b) the date LEWIS is no longer eligible to receive COBRA continuation coverage; and (c) the date on which LEWIS becomes eligible to receive substantially similar coverage from another employer or other source.

Except as otherwise stated in this Section 10(b), DCSD shall make all such payments no later than thirty (30) days after the date of LEWIS' termination. No additional or other payments shall be due or made to him by the DCSD in the event of his termination without Cause.

C. If LEWIS' employment is terminated as the result of his disability under Section 9(c) above, he shall receive only those payments and benefits as described therein.

11. Attorney's Fees and Costs. If either party to this Agreement brings an action or other proceeding to enforce or interpret any provision of this Agreement or to resolve any dispute arising under this Agreement or the employment relationship, the prevailing party in such action shall be entitled to an award of his/its reasonable attorney's fees and costs incurred in connection with prosecuting or defending such action or proceeding.

12. Binding Effect. This Agreement shall be binding upon and inure to the benefit and the detriment of the parties hereto, as well as their respective successors, heirs, executors, and administrators, as the case may be.

13. Severability. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any of its other provisions as unenforceable, invalid, or illegal. Such remaining provisions of this Agreement shall be construed in all respects as if the unenforceable, invalid, or illegal provision(s) were omitted.

14. Entire Agreement. This Agreement contains the entire agreement between the TRUSTEES and LEWIS regarding his employment as Superintendent of Schools and the subject matter hereof. This Agreement may not be modified, changed, altered, or amended in any way except by a subsequent written instrument referring specifically to this Agreement by title and date, and signed by both parties to this Agreement.

[SIGNATURE PAGE TO FOLLOW]

Dated: November 16, 2022

BOARD OF TRUSTEES OF THE
DOUGLAS COUNTY SCHOOL

DISTRICT

By Linda Gilkerson
Linda Gilkerson, President

By Carey Kangas
Carey Kangas, Vice-President

By Ross Chichester
Ross Chichester, Clerk

Dated: November 16, 2022

Keith Lewis
KEITH LEWIS



Douglas County School District

EMPOWER • PREPARE • INSPIRE • CONNECT

MEMORANDUM

The following terms and conditions of a voluntary termination of Superintendent Keith Lewis' Employment Agreement with Douglas County School District have been negotiated by:

1. Joseph S. Gilbert, ESQ., on behalf of Douglas County School District; and
2. Thomas P. Beko, ESQ., on behalf of Douglas County School District Superintendent, Keith Lewis

Terms and Conditions:

1. Mr. Lewis will waive the 90-day notice period specified in Paragraph 9(b) in his Employment Agreement, which will result in a savings to the District of approximately \$63,000 in wages and benefits.
2. Upon approval of this severance agreement by the Board, Mr. Lewis will resign his position as Superintendent effective immediately following the payment of the PERS benefits described below in paragraph 2 (the "Effective Date"). Mr. Lewis will continue to receive certain benefits for a period of twelve (12) months after the Effective Date as set forth below.
3. In accordance with Paragraph 10(B)(2) of the Employment Agreement, the District shall make a lump sum PERS contribution on Mr. Lewis' behalf to bring his contributions current through June 30, 2024. It is estimated that contribution will cost the District approximately \$53,000 to \$60,000. Upon tender of this lump sum payment, the District's obligation to pay PERS contributions will be fully satisfied. This would result in a District savings equal to approximately three months of PERS contributions. PERS contributions during the final three months of the 12-month period are estimated at more than \$15,000. Thus, this is an additional savings to the District.
4. In accordance with Paragraph 10(B)(2) of the Employment Agreement, the District shall pay Mr. Lewis his continued salary of \$180,250 for a period of 12 months after the Effective Date. However, rather than payment of this sum in a lump sum as required by his Employment Agreement (¶ 10(B)(2) and (3), the District may pay these benefits in 12 monthly payments, the first of which would be made 30 days after the Effective Date. These payments shall be subject to normal withholding by the District for all federal, state and other applicable (if any) income taxes in accordance with Paragraph 10(B)(2). Mr. Lewis will waive any right to any anticipated increase in his salary which otherwise would have become effective as of July 1, 2024. This will result in an additional savings to the District.
5. In accordance with Paragraph (10)(B)(1) of the Employment Agreement, the District shall pay Mr. Lewis for any unused paid time off (vacation and sick pay) as of the Effective Date. If it so chooses, the District will have the option of paying this sum in 12 equal monthly payments rather than a lump sum.



Douglas County School District

EMPOWER • PREPARE • INSPIRE • CONNECT

MEMORANDUM

6. The District shall pay Mr. Lewis' COBRA benefits in accordance with the terms of Paragraph 10(B)(3) of his Employment Agreement.
7. Mr. Lewis will undertake reasonable efforts to cooperate with the District in its transition to a new Superintendent. Mr. Lewis' obligation in this regard will be dependent upon his obligation to any new employment he may undertake.
8. The parties will agree to bear their own costs and attorney's fees; however, in the event that any effort is needed to enforce the terms of the agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees.
9. The parties will execute a Mutual Release of All Claims incorporating all of the above specified terms.

Board of Trustees Douglas County School District

ARTICLE III

FUNCTIONS

Section 1 – Legislative. The Board shall exercise its rule-making power by adopting bylaws and policies for the organization and operation of the school district.

- a. Adoption, Amendment, Repeal - Bylaws and policies may be adopted, amended and repealed by a majority vote of the full Board at any meeting of the Board, provided the bylaw or policy to be adopted by the Board shall have been furnished to Trustees one month or a time span encompassing at least two Board meetings prior to the meeting at which it will be formally adopted, except that the Board may at its organization meeting readopt or amend bylaws and policies upon a majority vote of the Trustees of the Board.
- b. Suspension - The operation of any section or sections of Board policies or bylaws not established by law or contract may be temporarily suspended by a majority vote of those members present at a regular or special meeting.
- c. Emergency - Bylaws and policies may be adopted or amended at a single meeting of the Board in an emergency. An emergency shall be defined for purposes of this rule as any situation or set of circumstances which the Board has reason to believe will close the schools or jeopardize the safety or welfare of the pupils or employees of the District. Any resolution adopted under emergency conditions shall expire automatically at the next public meeting of the Board unless the Board moves to adopt said resolution in final form.
- d. Recordation - The adoption, modification, repeal or suspension of a Board bylaw or policy shall be recorded in the minutes of the Board.
- e. Dissemination - The Superintendent is directed to establish and maintain an orderly plan for preserving and making accessible the policies adopted by the Board and the administrative rules and regulations needed to put them into effect. Copies shall be made accessible to all employees of the School District in the administrative office of each school building and department.
- f. Validity - Any policy or part of a policy that is superseded by a term in a negotiated agreement shall no longer be in force and effect as a policy.

Board of Trustees Douglas County School District

ARTICLE III

Section 2 – Executive. The Board shall exercise its executive power by the appointment of a Superintendent of Schools hereinafter referred to as "Superintendent." The Superintendent shall appoint a designee to act in his/her absence when traveling outside of the State or while on vacation should an emergency or crisis situation arise. The designee shall be a member of the Executive Cabinet. The Superintendent shall inform the entire Board of the name of the designee and the duration for which they are acting. Should the superintendent become incapacitated for any reason, the next most senior (years of service at the Executive Director level) Executive Director shall become the acting superintendent until such time as the Board is able to follow its process and properly name a successor. The Superintendent shall enforce the statutes of Nevada, rules of the State Board, and the policies of this Board. (NRS 391.210)

The Superintendent shall be accountable for his/her actions and decisions only to the entire Board and not to individual members of the Board. The Board shall hold the Superintendent responsible for carrying out its policies within established guidelines and for keeping the Board informed expeditiously about school operations. The administrative staff shall report directly to the Superintendent and not to the Board.

- a. Administrative Regulations - The Superintendent shall make available regulations to implement the policies of the Board and state law and regulations.
- b. Administration in Policy Absence - In cases where action must be taken within the school system and where the Board has provided no other guidelines for administrative action, the Superintendent shall nonetheless have the power to act. The Superintendent's decisions, however, shall be subject to review by action of the Board at any duly noticed meeting. It shall be the duty of the Superintendent to inform the Board promptly of such action and of the need for a policy or guideline.

Section 3 - Review. The Board of Trustees may assume jurisdiction over any dispute or controversy arising within this School District and concerning any matter in which authority has been vested in the Board by statute, rule, or a contract or policy of this Board. In furtherance of its adjudicatory function, the Board may hold hearings that shall offer the parties to a dispute, on notice duly given, a fair and impartial forum for the resolution of the matter. Beyond the basic requirements of due process, a hearing may vary in form and content in line

Board of Trustees Douglas County School District

ARTICLE III

with the severity of the consequences which may flow from it, the degree of difficulty of establishing findings of fact from conflicting evidence, and the impact of the Board's decision on the School District.

Date Adopted: 8/12/80
Date Revised: 9/10/02
Reviewed: 10/13/15
Date Revised: 3/13/18