SUPERINTENDENT'S EMPLOYMENT CONTRACT

This Employment Contract ("Agreement") is entered into between the Board of Trustees ("Board") of the Churchill County School District ("District") and Dr. Summer Stephens ("Superintendent"). Board and Superintendent are collectively referred to as "the parties."

In consideration of the mutual promises, covenants, and agreements herein set forth, and as authorized by the laws of the State of Nevada regarding public schools, the Board and Superintendent agree as follows:

1. Superintendent’s Term; Duties. The Board employs, engages, and hires Superintendent to perform duties described in the Job Description in District Policy 2120 and other duties customarily performed by superintendents or appropriately assigned by the Board of Trustees. Superintendent has full administrative authority for properly discharging the professional duties of this position. Superintendent shall be accountable for all actions and decisions only to the entire Board and not to individual members of the Board. The effective date of this Agreement is July 1, 2018. The term of this Agreement and of Superintendent’s employment is for two (2) years from the effective date through June 30, 2020. This contract may be extended beyond the 2019-2020 school year.

2. Renewal. The Trustees in their sole discretion may take action to renew this Agreement for an additional term of whatsoever length they may determine to be appropriate, to be effective immediately upon expiration of the then-current Term. During the last contract year of the term, the Board agrees to take action on whether to renew this Agreement before January 15. If the Agreement is not renewed, the Board must provide written notice of non-renewal to Superintendent on or before January 30.

3. Licensure. Superintendent represents that she has, or will have, a valid administrative license issued by the Nevada State Department authorizing her to serve as superintendent and Superintendent agrees to hold this license throughout the term of this
Agreement. If Superintendent has not received licensure prior to July 1, she may begin employment relying on licensure of other administrators in the District as necessary, however, Superintendent must have licensure by August 1.

4. **Best Efforts.** Superintendent agrees to at all times faithfully, industriously, and to the best of Superintendent's ability, experience, and talents perform all of the duties which may be required of the superintendent position. The Superintendent agrees to abide by the policies and administrative regulations of the Board as well as all state and federal laws and regulations.

5. **Board’s Duties.** The Board encourages debate and differing points of view while maintaining respectful dialogue. The Board recognizes its responsibility to act in a manner that is professional and ethical.

6. **Communication between Superintendent and the Board.** Prompt mutual communication of problems is expected between the Board and Superintendent. Members of the Board agree to use good faith efforts to promptly refer material criticisms, complaints, and suggestions brought to them, individually or collectively, to Superintendent for study and recommendation. Superintendent agrees to inform the Board in a timely manner of criticisms, complaints, and suggestions which arise so Board members can be prepared to deal with issues within the District.

While the Board has a right to secure information from employees of the District, individual Board members understand and agree to honor the distinctions between Board and staff roles and will refrain from performing management functions that are the responsibility of the Superintendent and staff.

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

6. **Salary.** The Board agrees to pay to Superintendent the annual salary of $142,000.
8. Payment; Withholding; Days. The Board agrees to pay Superintendent and Superintendent agrees to accept from the Board in full payment for Superintendent's services the total sum set forth in paragraph 7 in twelve (12) monthly installments. The monthly installments will be subject to monthly deductions for withholding of taxes and all other approved deductions authorized in writing by Superintendent. The salary referenced above will be paid on the basis of a two hundred sixty (260) day contract.

9. One-Time Costs. In addition to salary and other benefits, the Board agrees to pay Superintendent up to $5,000 in one-time moving costs, including, but not limited to, expenses incurred for lodging, meals, fuel, and rentals. The Board also agrees to reimburse hotel and registration expenses (not transportation costs, per diem, or salary) for Superintendent to attend the NASA conference June 11 and 12.

10. Vacation Leave. Superintendent will receive twenty-two (22) days vacation per contract year, exclusive of legal holidays, not to be taken in one given month without prior written approval of the Board of Trustees. The Superintendent may carry over a maximum of ten (10) days of unused vacation leave from one contract year to the next. If Superintendent has accumulated more than twenty (20) days of unused vacation at the end of the contract year, she will be paid her per diem rate for all days over ten (10). Upon termination of employment as Superintendent, the District will pay for any unused earned vacation leave at her per diem rate, up to a maximum of twenty (20) days. Superintendent must inform the Board of Trustees of vacation leave days, which will be documented and processed according to business office practices.

11. Sick Leave. Superintendent will be entitled to fifteen (15) days of sick leave annually. Sick leave is intended for personal and/or family illness and not as a supplement to the salary provisions of the Agreement. Superintendent may accumulate up to two hundred sixty days of sick leave (260). Upon termination of employment or retirement from the District, unused sick leave will be paid at the rate of fifty dollars ($50) per day up to two hundred and sixty days (260) for sick leave days.
12. Holidays. Superintendent will have all paid holidays on the board-approved year-round employee calendar.

13. Benefits. The District agrees to provide to Superintendent all benefits (such as contributions to Nevada Public Employees Retirement System and group health, dental and vision insurance policies) provided to administrators of the District.

14. Evaluation. Trustees shall formally evaluate Superintendent once each contract year on or before December 30. Board members will complete a written evaluation and will provide to Superintendent the results of the evaluation. Superintendent agrees to provide a reminder to the Board each year prior to November 1 of the timeline for undertaking her evaluation. In addition to the annual evaluation due December 30, between June 1 and July 30 each year the Superintendent will offer each member of the Board of Trustees the opportunity to provide individual written feedback for her information only and to have a one-on-one meeting with the Superintendent regarding the Superintendent's performance.

15. Termination. This Agreement may be terminated as follows:

   a. This Agreement will terminate on the expiration of its term set forth in Paragraph 1 unless the parties have agreed to an extension.

   b. This Agreement may be terminated on the mutual agreement of the parties.

   c. This Agreement may be terminated by resignation of the Superintendent. Superintendent must provide 6 months’ notice of resignation.

   d. If Superintendent intends not to renew this Agreement, Superintendent must provide notice before January 1 of the year the Agreement will expire.

   e. Superintendent may be dismissed at any time for cause as provided in NRS 391.110(4) and listed in NRS 391.750 and otherwise defined in Nevada law. Unlike other District employees, Superintendent 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. Her sole and exclusive remedy to
challenge her termination for cause shall be through a private action timely commenced by
her in the Tenth Judicial District Court of the State of Nevada in Churchill County to be heard
and determined by the Court without a jury. If she prevails in such action on the factual issue
of whether there was cause for her termination, she shall be entitled to receive only those
contractual payments to which she would have been entitled as provided in paragraph (e),
termination without cause.

f. The Board may terminate this Agreement as set forth in paragraph 16 if
Superintendent becomes unable to perform her duties due to a disability or incapacity.

g. The Board may, at its option, by giving a minimum of thirty (30) days’ written
notice to Superintendent, unilaterally terminate her contract. If Superintendent's employment
is involuntarily terminated without cause, the District shall provide severance pay. Such
severance pay shall include all of the aggregate salary, allowances, and compensation she
would have earned under this Agreement for six (6) months from the actual date of
termination. All of Superintendent’s benefits shall continue until the expiration date of this
Agreement, as set forth in this paragraph, unless otherwise mutually agreed upon by the
Board and Superintendent in writing. Superintendent will be paid any accrued but unused
paid time off and for any as-of-then unreimbursed appropriate expenses.

16. Disability. In the event Superintendent is unable to perform any of the essential
functions of her job duties with or without a reasonable accommodation because of physical
or mental illness, condition, or injury, and such disability lasts for a period of more than 90
days within any consecutive 12-month period of time, the Board may place Superintendent on
a disability leave of absence without pay, during which time she will be nonetheless paid for
any available remaining and already-accrued sick leave, vacation, and personal days off.
During such disability leave of absence, Superintendent shall not accrue any additional paid
time off and Board may appoint another qualified administrator as Acting Superintendent.
Before being eligible to return to duty as superintendent, Superintendent shall provide an
unequivocal statement in writing from a medical doctor licensed to practice medicine in
Nevada, certifying that she is able to return to duty and can perform the duties and essential functions of her position with or without a reasonable accommodation, and she may also be required to submit to examination by another qualified medical doctor chosen by the District to provide an opinion to the Board regarding whether she is able to return to duty and can perform all of her duties and essential functions of her position. Upon expiration of the disability leave, if Superintendent has not returned or cannot return to duty as superintendent, the Board may, in its discretion, continue the disability leave for any appropriate additional period, or terminate Superintendent’s employment and place her on disability retirement status. In such case, Superintendent shall be eligible to receive any disability insurance and Nevada PERS benefits to which she may be entitled under any applicable District insurance plans and policies in place, and applicable law.

17. **Transportation and Travel.** The District acknowledges that Superintendent may use her personal automobile for out-of-district travel in the performance of her duties under this Agreement. The District agrees to reimburse mileage, meals, lodging, and travel expenses to Superintendent according to U.S. General Services Administration Rates. Superintendent agrees to use her personal automobile for in-district travel in the performance of her duties under this Agreement without charging mileage.

18. **Telephone.** The District agrees to provide an allowance for mobile phone charges as set forth in the Churchill County Administrators’ Association collective bargaining agreement.

19. **Sole Employment.** Superintendent agrees to be responsible to the Board and to devote all of her time, attention, knowledge, and skills solely to the benefit and interest of the Churchill County School District. She agrees that she will not, during the term of this Agreement, engage in any other employment, business, or trade. This provision will not restrict Superintendent from performing unpaid consulting work, speaking engagements, writing, lecturing, or similar professional activities which do not interfere with the discharge of Superintendent’s duties and responsibilities. Superintendent
shall inform the Board and shall not use District resources when engaging in these activities.

20. **Board/Superintendent Relationship.** Superintendent agrees to confer with and furnish to individual members of the Board such information and materials concerning the District as are reasonably necessary to assist them in the performance of their elected duties. Superintendent will be accountable only to the Board as a whole, and not to individual members of the Board, and will be required to comply only with the rules, regulations or orders as may be established by a majority vote of the Board at a properly noticed open meeting.

21. **Association Dues.** The District agrees to pay the Association dues of Superintendent for the American Association of School Administrators, the Nevada Association of School Administrators, and Rotary International. Superintendent, not the District, must pay for guest expenses in the event she chooses to invite guests to events sponsored by the associations listed above. Superintendent may attend professional meetings at the local and state levels with the associated expenses paid by the District. Superintendent may also attend a maximum of two out-of-state national conferences per school year with the associated expenses paid by the District, although the Board may approve additional conferences or travel expenses through action at a Board meeting. The expenses for all travel will be paid at the per diem rate as set forth by the U.S. General Services Administration. If Superintendent wishes to be involved in any other civic or professional organizations other than those listed above, she will either bear all costs associated with the membership or obtain prior Board approval for the membership dues.

22. **Residency Requirement.** As a condition of employment, Superintendent agrees to reside within Churchill County. This requirement is imposed to allow Superintendent to be on call for emergencies, to rapidly respond to safety and security situations, and to be promptly accessible to school facilities during inclement weather or when circumstances otherwise necessitate.

23. **Indemnification and Insurance.** The District agrees that it will defend,
hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against Superintendent in her individual capacity or in her official capacity as agent and employee of the District, provided the incident arose while Superintendent was acting within the scope of her employment and excluding criminal litigation except as permitted by NRS 391.271. The Board will provide liability insurance for Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from her functioning as Superintendent and will reimburse her for any portion of such expenses and judgments not covered by insurance. In no case will individual Board members be considered personally liable for indemnifying Superintendent against such demands, claims, suits, actions, and legal proceedings.

24. Entire Agreement. This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter and supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter whether oral or written.

25. Headings. The headings in this Agreement are for convenience of reference only and do not constitute a part of it. The headings do not impact its interpretation.

26. Attorney's Fees. If either party 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 will be entitled to an award of reasonable attorney's fees and costs incurred.

27. Amendments. No change or modification of the terms, provisions, duties, rights, or obligations of this Agreement, including but not limited to changes or modifications attempted through Board action, regulation, or policy, shall be deemed valid unless set forth in writing and signed by both parties.

DATED this ____ day of _______________________, 2018.
Clay Hendrix
President of the Board

Summer Stephens, Ed.D.
Superintendent
<table>
<thead>
<tr>
<th>District</th>
<th>Current Superintendent Salary</th>
<th>Current Student Population</th>
<th>$ Per Student</th>
<th>Notes/Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carson City</td>
<td>$160,000.00</td>
<td>7,700</td>
<td>$20.78</td>
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<tr>
<td>Churchill</td>
<td>$138,000.00</td>
<td>3,389</td>
<td>$40.72</td>
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<tr>
<td>Clark (TN)</td>
<td>$265,758.00</td>
<td>320,523</td>
<td>$0.83</td>
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<tr>
<td>Douglas</td>
<td>$130,000.00</td>
<td>5,786</td>
<td>$22.47</td>
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<tr>
<td>Elko</td>
<td>$164,161.27</td>
<td>9,978</td>
<td>$16.45</td>
<td>$15,000 annually to a 403B account.</td>
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<td>Esmeralda (TN)</td>
<td>$76,471.77</td>
<td>75</td>
<td>$1019.62</td>
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<td>Eureka</td>
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<td>$506.82</td>
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<tr>
<td>Humboldt</td>
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<td>3,453</td>
<td>$41.99</td>
<td>Same % annual increase as staff</td>
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<td>Lander (TN)</td>
<td>$135,252.00</td>
<td>1,004</td>
<td>$134.71</td>
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<td>Lincoln (TN)</td>
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<td>1,085</td>
<td>$110.60</td>
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<td>Lyon</td>
<td>$146,686.00</td>
<td>8,858</td>
<td>$16.56</td>
<td>Same % annual increase as admin staff</td>
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<td>Mineral (TN)</td>
<td>$108,939.10</td>
<td>518</td>
<td>$210.31</td>
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<td>Nye</td>
<td>$157,080.00</td>
<td>5,200</td>
<td>$30.21</td>
<td>3% raise every year + negotiated raise for employees. Extra contribution (1/4 of annual PERS) to a 403B account.</td>
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<tr>
<td>Pershing</td>
<td>$127,500.00</td>
<td>650</td>
<td>$196.15</td>
<td>Annual 2% raise</td>
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<tr>
<td>Storey</td>
<td>$120,000.00</td>
<td>425</td>
<td>$282.35</td>
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<td>Washoe (TN)</td>
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<td>White Pine (TN 2015)</td>
<td>$143,740.48</td>
<td>1,390</td>
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<tr>
<td>National Averages (2017)</td>
<td>$153,967.00</td>
<td>999</td>
<td>$154.12</td>
<td>53% of school districts in the nation have fewer than 999 students enrolled according to the Gallup poll of Superintendents in 2017. Therefore, the “current student population” is a high estimate at 999.</td>
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