

**EMPLOYMENT AGREEMENT BETWEEN
NYE COUNTY SCHOOL DISTRICT AND JOSEPH H. GENT**

This Agreement, made and entered into on the 4th day of October 2023, by and between the Board of Trustees of the Nye County School District ("Board") and Joseph H. Gent ("Superintendent"), is based upon the following:

- A. Board agrees to employ Superintendent, and Superintendent desires to be employed by Board based upon the terms and conditions set forth in this Agreement.
- B. Both parties agree that a written employment agreement will enhance administrative stability and continuity within the schools, which the parties agree will improve the quality of the overall educational program in the District.
- C. Board and Superintendent agree that a written employment agreement is also necessary to fully describe their relationship and to serve as a basis for effective communication between the parties as they fulfill their governance and administrative functions in the operation of the educational programs of the District.

Both parties agree the development of goals and a program for the achievement of the goals is a necessary and important function of the Superintendent. This contract is a performance-based contract requiring the development of a program for achievement of the goals designed to improve student performance and academic achievement. Annually, the Superintendent shall (1) evaluate student performance including, but not limited to student performance on standardized tests, successful completion of the curriculum and attendance rates; (2) review the curriculum and instructional services, and (3) report to the Board on (a) the findings as to student performance and (b) make recommendations, if any, for curriculum or instructional change as a result of the evaluation of student performance.

Based upon the foregoing, Board and Superintendent agree as follows:

I. TERM

- A. Board agrees to employ Superintendent beginning on October 4, 2023 until June 30, 2027.
- B. At the conclusion of the primary term, this contract shall subsequently extend for additional terms of one (1) year, unless, no later than six (6) months prior to the conclusion of the term in effect, the Board provides the Superintendent written notice of its intention to not renew the Contract.

II. PROFESSIONAL CERTIFICATION

Upon execution of this Agreement, Superintendent shall furnish Board a valid and appropriate certificate issued by the Nevada Department of Education authorizing Superintendent to act as Superintendent of Schools in the State of Nevada. Superintendent shall be responsible for updating this Certificate on an annual basis so that a valid certificate exists at all times Superintendent is employed by Board.

III. DUTIES OF SUPERINTENDENT

Superintendent shall be responsible for the administration of all schools under the direction of Board. Superintendent shall act as Chief Executive Officer of the Board and shall perform the following duties, as well as others to be assigned to him by Board:

- A. Organize, reorganize and arrange the administration and supervisory staff, including instruction and business affairs, to best serve the interests of the District;
- B. Carry out all duties of Superintendent as set forth in the Nevada Revised Statutes and the Nevada Administrative Code as those provisions exist from time to time;
- C. Select all personnel subject to the approval of Board as required by regulation or statute;
- D. Suggest, from time to time, regulations, rules, policies and procedures deemed necessary for the well-being of the school district;
- E. In general, perform all duties incident to the office of Superintendent: and
- F. Any such other duties, consistent with the professional role and responsibility of the Superintendent, as may be described by the Board of Trustees from time to time.

Superintendent agrees to execute and implement policies developed by the Board for the direction and operation of the District.

Superintendent shall be responsible, and shall account for his actions and decisions, to the entire Board and not to any individual members of the Board.

Superintendent shall attend all Board meetings and assigned committee meetings and shall provide administrative recommendations on each item of business considered by Board meetings and assigned committees.

IV. DUTIES OF THE BOARD

Board shall have exclusive jurisdiction in determining and developing policies for the direction and operation of the school system.

Board, individually and collectively, will promptly refer all pertinent and significant matters including any criticisms, complaints and suggestions called to the attention of Superintendent for his review, recommendation and response.

V. COMPENSATION

Board shall pay Superintendent a base annual salary of One Hundred Seventy-Five Thousand Dollars (\$175,000) plus any educational stipends paid to other Non-Represented Administrative Employees of the District.

During the Term, the Superintendent may receive annual raises that may be approved for or received by other Non-Represented Administrative Employees of the District. Such adjustments as to salary shall be made in the form of a written addendum to this Contract and shall not constitute the creation of a new agreement.

VI. PROFESSIONAL GROWTH OF SUPERINTENDENT

In order to encourage the professional growth of Superintendent, Board agrees to his participation in the following activities:

- A. Operations, programs and other activities conducted by local, state and national school administrator and school board associations;
- B. Seminars and courses offered by public or private educational institutions;
- C. Informational meetings with other persons whose particular skills, knowledge or background that will assist Superintendent in carrying out his professional responsibilities to the school district; and
- D. Visits to other institutions.

Board shall permit a reasonable amount of release time for Superintendent to attend the above-described matters, not to exceed ten (10) workdays. Board shall pay the necessary fees for travel and subsistence, after proper documentation of expenses by Superintendent in accordance with District policy, and as approved in the annual budget. Additional release time may be approved by the Board upon written request by the Superintendent.

VII. VACATION AND OTHER BENEFITS

Board agrees to the following:

- A. Superintendent shall be entitled to all benefits applicable to a twelve-month (minimum of two hundred and sixty working days) administrative employee. Specifically, these benefits include:
 - a. Paid holidays;
 - b. Fifteen (15) days sick leave;
 - c. Upon termination of employment, Superintendent shall receive a lump sum payment for accumulated sick leave, up to one hundred forty (140) days maximum, at the rate of 35% of his then current daily salary multiplied by the number of days of accumulated sick leave;
 - d. Twenty (20) days of annual leave each year, accumulated to a maximum of forty-five (45) days;
 - e. Thirty-two (32) hours of personal leave each year. Unused personal leave may not be, accumulated;
 - f. Full medical insurance premiums for Superintendent per the District's insurance plan;

- g. All previous earned sick leave, personal leave and annual leave with the District will be credited to this contract up to the maximum accruals provided for herein for each category of leave; and
 - h. Payment of 100% into PERS annually;
- B. Board shall pay Superintendent's membership fees in the American Association of School Administrators, Nevada Association of School Administrators and other professional groups necessary to improve Superintendent's skills as permitted by state law and as approved in the annual budget.
- C. Superintendent shall be entitled to normal travel and per diem reimbursement for any travel and per diem expenses incurred by Superintendent outside of the area of his primary residence, in accordance with District policy.

VIII. TRANSPORTATION

Board shall provide Superintendent with a vehicle in good working condition for use on "official District business", which shall be defined as business conducted or done in furtherance of the duties and responsibilities of Superintendent as described in Article III, above. Superintendent shall be assigned a 4-wheel drive vehicle, if available. Board shall pay for fuel, maintenance, insurance, and other associated costs incurred as part of official duties. Superintendent will have twenty-four (24) hour access to the District vehicle, including to and from Superintendent's residence in Pahrump, Nevada, except in no event shall the District vehicle be used for personal use except as otherwise set forth herein.

IX. PROFESSIONAL LIABILITY

The District agrees that it shall defend, indemnify and hold harmless Superintendent from any and all demands, claims, actions and legal proceedings brought against Superintendent in his individual capacity, or in his official capacity as an agent and employee of the District, provided the incident which is the subject of the claim, demand or suit arose while Superintendent was acting within the course and scope of his employment and does not involve criminal charges against Superintendent. In no event shall individual Board members be considered personally liable for indemnifying Superintendent against any such demands, claims, suits, actions or legal proceedings. The parties agree that the District's liability insurance carrier may have rights to express opinions and render decisions concerning coverage for any claim, demand, suit or legal proceeding which may be brought against Superintendent, and that those rights may supersede the rights set forth in this paragraph.

If, in the opinion of District legal counsel, a conflict exists between Superintendent and the District in the defense of a claim, Superintendent may engage the services of private counsel. In such situations, the District shall indemnify Superintendent for the costs of legal defense as permitted by state law, and as reviewed and approved by the District. In the event the District and Superintendent have adverse interests in such litigation, the District shall not be responsible to pay any of the costs of such legal proceedings incurred by Superintendent.

X. GOALS AND OBJECTIVES

Both parties agree the development of goals and a program for the achievement of the goals is a necessary and important function of the Superintendent. This contract is a performance-based contract requiring the development of a program for achievement of goals designed to improve student performance and academic achievement.

Superintendent shall no later than November 30, 2023, prepare for review and approval by the Board a long-range plan for achievement of the goals as set forth in Attachment "A". It is expected that the long-range plan shall be implemented by the start of the Spring semester in January of 2024.

Annually, the Superintendent shall (1) evaluate student performance including, but not limited to student performance on standardized tests, successful completion of core standards and desired attendance rates; (2) review the curriculum and instructional services; (3) report to the Board on the findings as to student performance and progress towards meeting Superintendent goals; and (4) report to the Board recommendations, if any, for curriculum or instructional changes needed as a result of the evaluation of student performance and attainment of Superintendent Goals.

Each succeeding year thereafter, Board and Superintendent shall meet to establish goals and objectives for the District for the ensuing school year. The parties shall specify the goals, objectives and criteria used to measure the same in writing. Board shall use this and other relevant information to evaluate Superintendent's performance on an annual basis.

XI. EVALUATIONS

Each Trustee shall submit a completed evaluation to the District's Human Resources Director. The evaluation form shall provide Superintendent with a written assessment of his performance at least one time per year for the term of this Agreement. Each Trustee shall indicate whether Superintendent's performance during the past year has been satisfactory. Trustees shall use the Goals and Objectives defined in Articles XI, above, and the duties and responsibilities of Superintendent as set forth in Article III, above, in rendering their evaluations. If a Trustee does not submit an evaluation form, Superintendent's performance shall be deemed satisfactory from that Trustee. Superintendent shall be permitted to file a response to any submitted evaluation form. All evaluation forms and responses shall be placed in the Superintendent's employee file. All evaluation forms and responses are public records and shall be posted on the District website.

If Superintendent receives a satisfactory evaluation from a majority of the Board, Superintendent shall receive an increase to his base salary equal to the percentage increases approved by the Board on September 21, 2023 for Non-Represented Administrative Employees of the District. Said increase shall only apply to Superintendent's first evaluation and subsequent increases must be separately negotiated as set forth in Article V above.

XII. TERMINATION OF EMPLOYMENT AGREEMENT

Board and Superintendent may terminate this Agreement by any one or any combination of the following:

- A. Mutual agreement of the parties;

- B. Retirement of Superintendent;
- C. Disability of Superintendent;
- D. Discharge of Superintendent for cause as defined in greater detail below; or
- E. Death of Superintendent.

Should Superintendent's sick leave be exhausted due to illness, disability or incapacity, compensation shall be reinstated following Superintendent's return to employment and undertaking of all of his responsibilities and duties as set forth in Article III, above.

Termination for cause shall constitute conduct, which is seriously prejudicial to the District, including, but not limited to, neglect of duty or breach of this Agreement. Discharge for cause may be based on the grounds set forth in NRS 391.750 for the dismissal of certified teachers and administrators, but may also include other material breaches of this Agreement or conduct of Superintendent which reflects adversely on the District. Superintendent shall be served with written notice of the basis for dismissal together with the hearing and procedural rights provided under NRS 391.750 to NRS 391.810, inclusive, if the discharge is based on any of the grounds set forth in NRS 391.750. Superintendent may be accompanied by legal counsel at any termination hearing or meeting; however, Superintendent shall bear all of his costs and attorney's fees incurred in retaining and employing legal counsel to represent Superintendent in any termination hearing. If Superintendent is not terminated following any termination hearing or meeting, Superintendent shall be reimbursed for any fees and costs incurred by the Superintendent.

Should Superintendent be dismissed for cause, he shall immediately forfeit all salary other than salary and unused accumulated vacation pay due and owing at the time of dismissal. Said forfeiture shall be effective on the date of Board's final decision to dismiss Superintendent.

XIII. MISCELLANEOUS

All notices required or permitted to be given by law or by the terms of this Agreement shall be in writing and shall be considered given when mailed by certified or registered mail, postage prepaid, receipt for delivery requested, addressed to the party to be served and properly deposited in the United States mail. Notice shall be given to the parties at the addresses listed below the parties' signatures to this Agreement. Any change in the address of any party shall be given by the party having such change to the other in the manner provided above. Thereafter, all notices shall be given in accordance with the notice of change of address set forth herein. Notices given prior to actual receipt of the notice of change of address shall not be invalidated by the change.

This Agreement supersedes any and all other agreements and contains the entire agreement of the parties on the matters covered. No agreement other than this Agreement and no statement or promise made by any party to the other that is not in writing and signed by all of the parties shall be binding.

Neither party may assign the party's rights and obligations under this Agreement without the prior written consent of the other party.

The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provisions unenforceable, invalid or illegal.

This Agreement shall be governed and construed in accordance with the laws of the State of Nevada as they exist from time to time.

The captions of this Agreement shall have no effect on its interpretation.

Dated this 4th day of October, 2023,

SUPERINTENDENT



Joseph H. Gent
Superintendent

Address:
5383 E. Cansano St.
Pahrump, NV, 89061

NYE COUNTY SCHOOL DISTRICT



Bryan Wulfenstein
Board President



Larry Small
Board Clerk

Exhibit A
SUPERINTENDENT GOALS

1. Develop and annually update the Long-Range Plan and the Key Performance Indicators (KPI) in the Long-Range Plan addressing:

- Space and Equipment Needs
- Achievement gap
- Social-Emotional learning
- Mental Health
- Inclusionary practices

2. Student Learning and Academic Achievement

Create a positive and nurturing environment that is foundational to student success. Enhance and support a culture of academic excellence while working to close the achievement gap.

Indicators of Success:

- Preparation of students for advancement from primary/elementary to middle school to high school
- Establish and measure Key Performance Indicators for academics, social/emotional learning and closing the achievement gap.
- Champion active collaboration among staff
- Support and enhance student learning through technology commitment.

3. Evaluate and Recommend Facilities that Enhance Student Learning

- Recommend facilities that accommodate and adequately support current educational needs and allow for flexibility to support long-term future needs. Strategically plan for the maintenance of all buildings and grounds.

Indicators of Success:

- Evaluate space utilization
- Ensure and evaluate level of safety and security for all schools including fostering partnerships with civic agencies.
- Implement plans for well-maintained building and grounds on a scheduled basis.

4. Financial Management that Support Student Learning

- Establish an annual budget with a five-year forecast that prioritizes cost containment and uses resources responsibly
- Engage all communities relative to financial priorities
- Evaluate spending for reliability, impact, efficiency and satisfaction of mission

5. Commitment of Staff to Student Learning

Recruit, support and encourage retention of employees at all levels in a thriving work environment that encourages staff learning, growth, commitment to student achievement and to have a voice in the decision-making process.

Indicators of Success:

- Staff is highly engaged in the work, are proud of their work, feel valued, and are focused on the mission of the District and in particular with closing the academic gap to foster student achievement
- Quality professional and mentoring opportunities that are key to the District mission that promote individuals to develop the skills and knowledge they need to be successful in their role
- Provide all teachers opportunities to engage the district beyond the classroom.

6. District Community Culture and Climate to enhance student learning and enhance a healthy, productive and collaborative relationship with District stakeholders through transparent communications.

Indicators of Success:

- Increase parent engagement and ensure they feel connected to the staff and to the overall local school community.
- Continuously improve a welcoming culture in each of our District communities.
- Continuously improve satisfaction among students, parents and staff
- Each community informed about District practices, decisions and operations.
- Enhance the understanding on the various community perspectives on District topics.
- Improve stakeholder and community pride in the District.