

**EMPLOYMENT CONTRACT BETWEEN
THE BOARD OF TRUSTEES OF LYON COUNTY SCHOOL DISTRICT
AND SUPERINTENDENT TIMOTHY S. LOGAN ~~WAYNE L. WORKMAN~~**

This employment contract is made and entered into on the 1st day of ~~January, 2022~~ July, 2024 by and between the Board of Trustees of the Lyon County School District (hereinafter referred to as "District") and ~~Wayne L. Workman~~ Timothy S. Logan (hereinafter referred to as "Superintendent") subject to the terms set forth herein:

WHEREAS District desires to provide the Superintendent with a written employment contract in order to enhance administrative stability and continuity within the schools, which District believes improves the quality of its overall educational program; and,

WHEREAS District and Superintendent believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the educational programs of the schools;

NOW, THEREFORE, District and Superintendent for the consideration herein specified, agree as follows:

1. TERM

The District, in consideration of the promises herein contained of Superintendent, hereby employs and Superintendent hereby accepts employment as Superintendent of Schools for a term beginning on July ~~January~~ 1, 20224 and ending on June 30, 2026~~7~~, unless terminated earlier pursuant to Section 10 of this Agreement.

The Board may, by action in an open, properly agendized meeting and with the agreement of the Superintendent, extend the termination date of the existing contract as permitted by state law.

The District shall provide the Superintendent with at least ninety (90) days written notice prior to the expiration of the Term and any extensions thereof if the District intends not to renew this Agreement.

2. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES

A. Certification. Superintendent shall hold a valid Nevada Administrator's License, issued by the State of Nevada.

B. Duties. Superintendent shall have charge of the administration of the schools under the direction of the Board of Trustees. Superintendent shall be the Chief Executive Officer of the Board of Trustees; shall hire, demote, terminate, direct and assign principals, teachers and other employees of the schools under his supervision; shall organize, reorganize, and arrange the administrative and supervisory staff, including instruction, human resources, community relations, operations, facilities and business affairs, as best serves the District; shall arrange for the health, safety, and security of students and employees; shall carry out other duties as set forth in the Nevada Revised Statutes; shall select all personnel subject to the approval of the Board as required by regulation or statute; shall from time to time suggest regulations, rules and procedures deemed necessary for the well ordering of the school district; and in general perform all duties incident to the office of the Superintendent, and such other duties as may be prescribed by the Board of Trustees from time to time. Superintendent shall be responsible, and shall account for his actions and decisions, to the entire Board and not to any individual member(s) of the board.

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

The Board, individually and collectively, shall promptly refer all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendation. The Superintendent shall keep the Board of Trustees fully informed of all pertinent activities in the District. The Superintendent shall attend Board meetings and Board and committee meetings, serve as an ex officio member of all Board committees, and provide administrative recommendations on each item of business considered by each of these groups.

The Superintendent shall devote his time, attention, knowledge and skills to the business and interests of the Board of Trustees and the Lyon County School District. The Superintendent, may, however, undertake consulting work, speaking engagements, writing, lecturing or other activities, which do not interfere with the discharge of Superintendent's duties and responsibilities set forth herein. Superintendent shall inform the Board of Trustees and shall not use District resources when engaging in these activities.

3. PROFESSIONAL DEVELOPMENT OF SUPERINTENDENT

The District encourages the continuing professional development of the Superintendent as the Superintendent might deem appropriate in light of the Superintendent's responsibilities set forth herein. Such professional development could include:

- A. The 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 or background will serve to improve the capacity of the Superintendent to perform his professional responsibilities for the District; and
- D. Visits to other institutions.

In order to accomplish the terms of the Section, the district shall permit a reasonable amount of release time for the Superintendent, as it deems appropriate, to attend such matters, and the District shall pay for the necessary fees for travel and subsistence expenses as approved by the District in its annual budget. The Superintendent shall provide the Board of Trustees with a report of his professional development and conferences attended annually by June 30th of each school year.

4. COMPENSATION

Beginning ~~January~~ July 1, 20224, the District shall pay Superintendent the annual rate of two hundred and twenty-five thousand dollars (\$225,000.00) the first year, two hundred and thirty thousand dollars (\$230,000.00) the second year, and two hundred and thirty-five thousand dollars (\$235,000.00) the third year. This annual salary rate shall be paid to Superintendent in accordance with the schedule of salary payments in effect for other administrative employees.

5. BENEFITS

In addition to the monetary salary, Superintendent shall be entitled to the following benefits:

- A. Health Insurance. District shall pay the full health premiums of the Superintendent.
- B. Death and Dismemberment. LCSD shall maintain an insurance policy in the amount of \$250,000 for Superintendent to provide for the death or dismemberment of Superintendent while acting in the performance of Superintendent's duties under this Contract.
- C. Annual Physical. LCSD shall pay the cost of providing Superintendent with comprehensive annual physical examination with LCSD's contracted provider. Any report of the medical examination shall be given directly and exclusively by the examining physician to the Superintendent.
- D. LCSD will pay the standard employer contribution for Superintendent to the Public Employment Retirement Systems (PERS) under an 'employer-pay' contribution plan pursuant to NRS 286.421.
- E. Flexible Benefit Plan. Superintendent may participate in an Internal Revenue Code Section 125 Flexible Benefits Plan offered by LCSD.
- F. Annual Leave. Superintendent will receive twenty-two (22) days of annual leave annually. A maximum of thirty (30) unused annual leave days shall be allowed to accrue from one year to the next. Accrued annual leave in excess of thirty (30) days shall be paid by LCSD to Superintendent at the daily rate at the end of the fiscal year based on the Superintendent's salary that year. At termination of service, Superintendent shall be compensated for all accrued annual leave (30 days maximum) at his current daily rate of pay. Board of Trustees may grant Superintendent additional days of leave with or without pay in extraordinary circumstances.

- G. Personal Days. Superintendent shall be credited with three (3) personal days at the beginning of each contract year. Superintendent shall not carry over unused personal days from one contract year to another.
- H. Paid Holidays. Superintendent shall be paid for those holidays designated as paid holidays for twelve (12) month employees as set forth in the District's regular annual work calendar.
- I. Sick Leave. Superintendent shall be credited with fifteen (15) days of sick leave at the beginning of the contracted year. Unused sick leave shall accrue from year to year without limitation. At the end of employment with the District, Superintendent shall be paid fifty dollars (\$50.00) for each day of unused sick leave. Full payment shall be made within one month of ending employment.
- J. Retirement Contribution. Superintendent shall receive a yearly fifteen thousand dollar (\$15,000.00) compensable contribution to a §403B retirement plan in compliance with NRS 286.025. The contribution shall be made in a lump sum during the last month of the fiscal year, upon satisfactory completion of the annual contract terms.
- K. District shall pay Superintendent's membership charges to the Nevada Association of School Superintendents, The American Association of School Administrators, Association for Supervision of Curriculum Development, and/or other professional groups in which the Superintendent feels are necessary to maintain and improve his professional skills, as permitted by state law and as approved by the District in its annual budget.
- L. Cell Phone. Superintendent shall receive one hundred dollars (\$100.00) per month as reimbursement for his monthly cell phone service charge, to be paid in one lump sum annually in June.

6. EXPENSES

District shall pay or reimburse Superintendent for reasonable expenses approved by District and incurred by Superintendent in the performance of his duties under the employment agreement.

7. TRANSPORTATION

The District shall provide a District owned vehicle for the Superintendent's use while doing district business. The District shall be responsible for all fuel, maintenance and insurance costs.

8. PROFESSIONAL LIABILITY

- A. District agrees that it shall defend, hold harmless, and indemnify Superintendent from any and all demands, claims suits, 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 arose while the Superintendent was acting within the scope and course of his employment, and excluding criminal litigation except as permitted by NRS 391.271; and, as such liability coverage is in the authority of the District to provide under state law. Except that, in no case, will individual Board members be considered personally liable for indemnifying Superintendent against such demand, claims, suits, actions and legal proceedings.
- B. If, in the opinion of the District Counsel, a conflict exists as to the defense of such claim between a legal position of the Superintendent and a legal position of the District, the Superintendent may engage counsel, in which event District shall pay Superintendent for the costs of legal defense as permitted by state law.
- C. District shall not, however, be required to pay any costs of any legal proceedings in the event District and Superintendent have adverse interests in such litigation, except as stated above.

9. EVALUATION

The Board of Trustees shall evaluate the performance of the Superintendent at least once a year for the duration of this contract. Such evaluation and assessment shall be reasonably related to the position description of the Superintendent as described herein.

The format of the evaluation shall be designed in consultation with Superintendent and adopted by the Board.

If at the time of the evaluation, the Board determines that the performance of the Superintendent is unsatisfactory in any respect, the Board shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance and examples of the behavior expected. The evaluation shall include recommendations as to areas of improvement and all instances where the Board deemed performance to be unsatisfactory. A copy of the evaluation shall be delivered to the Superintendent. The Superintendent shall have the right to make a written response to the evaluation. The Superintendent's response shall become a permanent attachment to the Superintendent's personnel file.

10. TERMINATION OF EMPLOYMENT CONTRACT

The employment contract may be terminated by:

- A. Mutual agreement of the parties;
- B. Retirement of the Superintendent;
- C. Disability of the Superintendent. In the event of disability or incapacity, after Superintendent's sick leave has been exhausted, compensation shall be reinstated upon the Superintendent's return to employment and full assumption and discharge of his duties. The District may terminate his contract by written notice to the Superintendent at any time after the Superintendent has exhausted any cumulative sick leave and such other leave as may be available, and has been absent from his employment for whatever cause for an additional period of six (6) months and is unable to perform his duties as outlined in this contract. All obligations of the district shall cease upon such termination;

- D. Discharge for Cause. Discharge for cause shall constitute conduct which is seriously prejudicial to the District; including but not limited to, neglect of duty or breach of contract. Reasons for a proposed discharge for cause shall be given in writing and the Superintendent shall be entitled to appear before the Board to discuss such causes. If the Superintendent chooses to be accompanied by legal counsel at such meeting, he shall bear any cost therein involved;
- E. In the event that the Board offers to terminate the contract by paying the amount specified in paragraph "F," below, the requirement of the hearing before the Board shall be waived by the Superintendent;
- F. ~~Unilateral Termination by Board of Trustees~~ Discharge without Cause. The Board may, at its option, by a minimum of ninety (90) days written notice to the Superintendent, ~~unilaterally~~ terminate the contract by majority vote. In the event of such termination, the District shall pay to the Superintendent, as severance pay, all of the aggregate salary, allowances and compensation he would have earned under the employment contract for the remainder of the contract, ~~for twelve months from the actual date of termination or the termination date set forth in this employment contract, whichever is shorter.~~
- G. Death of the Superintendent.

11. KEY EMPLOYEE CLAUSE

The Superintendent must provide the District with at least ninety (90) days working transitional notice of intention to terminate from the District. Failure to provide such notice may result in a 3% annual salary penalty.

12. GOVERNING LAW

If any disputes arise around the interpretation of implementation of this employment agreement, said dispute shall be resolved in accordance with the laws of the State of Nevada, and jurisdiction of any dispute shall be in the courts in Lyon County.

IN WITNESS HERETO, the District and the Superintendent agree to the terms set forth herein on the date specified in paragraph 1 above.

LYON COUNTY SCHOOL DISTRICT
"DISTRICT"

By _____
~~Holly Villines~~ Phil Cowee, Board of School Trustees President

~~Wayne L. Workman~~ Timothy S. Logan
"SUPERINTENDENT"

By _____
~~Wayne L. Workman~~ Timothy S. Logan

This Employment Contract was approved by vote of the Board of Trustees at a public meeting duly held on December ~~1924~~, 2024~~3~~ and has been made a part of the minutes of that meeting.