

EMPLOYMENT AGREEMENT

THIS AGREEMENT, is made this ____ of October, 2010, by and between the Board of School Trustees of the Clark County School District (hereinafter “Board”) and Dwight D. Jones, (hereinafter “Mr. Jones”).

WITNESSETH:

WHEREAS, the Board, with assistance with contracted search consultants, conducted an exhaustive search for the position of Superintendent of Schools of the Clark County School District (hereinafter “District”); and

WHEREAS, the Board has determined that Mr. Jones possesses the requisite leadership, management and visionary qualifications necessary to lead the District in a time of demand for excellence and economic challenges; and

WHEREAS, Mr. Jones desires to undertake that task of leadership and development of excellence;

NOW, THEREFORE, the parties hereto agree to enter into a contract of employment under the following terms and conditions:

1. Position. Mr. Jones shall occupy the position of Superintendent of Schools, and shall be considered an employee of the District entitled to the rights and protections of, and subject to limitations imposed upon, employees of school districts under the laws of the State of Nevada, as more specifically set forth below.

2. Term. The term of this agreement shall commence on December 15, 2010, and conclude four years from the date of commencement, unless otherwise extended as provided in this agreement.

3. Duties.

a. Administration of the District. Mr. Jones shall be responsible for and perform all acts and duties incident thereto including but not limited to the following:

(1) All duties and responsibilities of school superintendents generally imposed by or implied from the laws of the State of Nevada, including applicable laws, rules or regulations of the State or the District; and

(2) Service as the chief executive officer.

b. Covenant of Confidentiality. Except as otherwise required by Nevada law or order of a court of competent jurisdiction, Mr. Jones will not communicate to any person or entity any document or information that may be received by him or come to his attention during the course of his employment with the District except as necessary or appropriate to carry out the Board’s directions and policies, and for the effective administration of the District. This covenant shall survive the termination of this agreement, and shall be enforceable, in addition to other remedies

provided by law or this agreement, by injunctive relief issued by a court of competent jurisdiction.

c. Devotion of time to the District. Mr. Jones shall devote all of his professional time, attention, knowledge, and skills solely and exclusively to the business and interests of the Board and the District. Mr. Jones may, however undertake such consulting work, speaking engagements, writing, lecturing or other activities as do not interfere with the discharge of his duties and responsibilities hereunder. Mr. Jones shall inform the Board of any such activities undertaken and the time commitment associated therewith. If in the discretionary determination of the Board that Mr. Jones shall refrain from any or all such activities, Mr. Jones shall discontinue such identified activities.

d. Adherence to Policy Governance. The parties hereto agree that they are operating under principles of Policy Governance and that the Superintendent is accountable to the Board as a whole and not to individual members of the Board. The District shall provide Mr. Jones with opportunities for appropriate training on Policy Governance.

4. Compensation.

a. Salary. For all services rendered by Superintendent in any capacity during his employment under this agreement, the District shall pay Mr. Jones a salary of \$270,000.00, annually, less any deductions required by law. This salary shall be paid in equal biweekly installments in accordance with the practice of the District governing the same for its full-time professional employees. On the anniversary of the commencement date of this agreement, Dr. Jones shall receive an increase in compensation equal to the cost of living adjustment, if any, given to members of the Clark County Association of School Administrators (CCASAPE) in the calendar year in which the anniversary falls. The Board retains the right but is not obligated to make further adjustments in the salary and incentives provided to Mr. Jones during the term of this agreement or any extension thereof. It is understood any adjustment to salary or benefits shall not be construed as a new agreement or extension of this agreement. The District shall pay all contributions for Mr. Jones' employment credit in the Nevada Public Employees' Retirement System during his tenure as Superintendent, except as expressly prohibited by statute.

b. Benefits.

(1) Health Insurance Plan. Mr. Jones and his family shall be entitled to participate in the health insurance plan set forth in the negotiated agreement between the District and the CCASAPE, which includes long term disability insurance, medical, dental, vision, and a \$150,000.00 term life insurance policy. The District will pay the premium for Mr. Jones' coverage, and Mr. Jones will pay the premium for coverage of any eligible family members to be covered under the health insurance plan.

(2) Disability Plan and Policy. The Board agrees to pay the premium to allow Mr. Jones to participate in the CCASAPE long term disability plan.

(3) Other Insurance. Through the life of this agreement, Mr. Jones shall be entitled to and benefit from all retirement benefits, insurance benefits, workers' compensation benefits and other benefits not specifically excluded by this agreement available to administrators on the District's Unified Administrative Salary Schedule.

(4) Vehicle. The District shall pay Mr. Jones \$700.00 per month toward his private vehicle expenses. Mr. Jones shall bear and be fully responsible for the expense of lease or purchase obligations, insurance, and maintenance of his private vehicle. Mr. Jones is entitled to mileage reimbursement in the same manner as other professional employees of the District.

(5) Professional expenses. The Superintendent of the Clark County School District is expected to be visible in the schools and actively participate in community affairs. To that end, Mr. Jones shall be provided an allowance of \$660.00 per month to defray the expenses associated with these activities. Mr. Jones shall periodically report to the Board on his participation in community activities. In addition, Mr. Jones may expend \$4,000 per annum of the District's funds for reasonable costs associated with professional dues and attendance at local, state and national school-related professional meetings. Mr. Jones shall comply with all District regulations for required approvals of such latter expenses. Nothing in this paragraph should be construed as precluding Mr. Jones from requesting of the Board approval for additional school-related professional meetings.

(6) Leave accruals. Mr. Jones shall be entitled to the accrual, use, and buyout of leave as that set forth in the CCASAPE agreement. In addition, he shall be provided an additional seven (7) days of vacation leave each year of this agreement. On each anniversary of the commencement of his service, Mr. Jones may elect to have the District compensate him for up to fifteen (15) days of vacation leave unused during the just completed year of this agreement at the rate of pay in effect at the end of the just completed year. For this purpose, Mr. Jones is not restricted by the accumulation requirements set forth in the CCASAPE agreement. Upon termination of this agreement, or any extension thereof, Mr. Jones is entitled to be compensated for up to 60 days' unused accumulated sick leave at the rate of pay in effect upon termination.

(7) Pre-Term Per Diem Expenses. In the event that Mr. Jones chooses to travel to Las Vegas to meet with District personnel prior to the start of his employment, Mr. Jones may be reimbursed for up to eight (8) days at a daily rate of \$1,000.00. The District will also pay for travel to and from Las Vegas for up to four (4) trips, including reasonable hotel accommodations and per diem allowance consistent with District policy. Travel will be coordinated by the Board's executive staff.

(8) Moving Expenses. The District will reimburse Mr. Jones' expenses in relocating from Colorado to Las Vegas, Nevada in an amount not to exceed \$15,000.00. Mr. Jones will provide the District receipts for expenses related to this relocation, and the District will reimburse said expenses within 30 days.

5. Evaluation of Performance

This Board shall evaluate the performance of the District under Mr. Jones' administration at least once each term, as provided in the Board's Governance Policies.

6. Extension of Agreement. The term of this agreement is automatically renewed on December 14, 2014, which is the last day of the initial four year period, and on the last day for each extension thereof, for a period of one year, unless notice of nonrenewal is provided by either party giving ninety (90) days written notice prior the end of a term or extension. In the event of such notice, this agreement shall be at an end, and the Board and District shall have no further obligation to Mr. Jones, save the payout of accumulated benefits as provided herein in Paragraph 4(b).

7. Termination of Agreement.

(a) Termination by resignation of Superintendent. Mr. Jones may terminate this agreement by providing the Board with at least ninety (90) days notice prior to the end of any term of this agreement. In the event of such notice, Mr. Jones shall be entitled to receive all pay and benefits accrued under this agreement to and including the effective date of his termination. In the event that Mr. Jones terminates this agreement with an effective date that precedes the end of any term, Mr. Jones shall not be entitled to any benefit that accrues at the end of a term.

(b) Termination for convenience by Board. In addition to the nonrenewal provisions set forth in Paragraph 6 above, the Board may terminate this agreement by providing Mr. Jones ninety (90) days notice of termination. In the event of such notice, this agreement shall be at an end on that 90th day, and Mr. Jones shall be paid, in a lump sum payment, all salary and monetary equivalent of employee benefits owing to Mr. Jones hereunder for the 12 month period following such early termination, or for the period of time remaining on the current term or extension, whichever period is less. Other than said lump sum payment, the Board and District shall have no further obligation to Mr. Jones, save the payout of accumulated benefits as provided herein in Paragraph 4(b).

(c) Termination for Cause. In the event of termination for cause, Mr. Jones shall be entitled to the same benefits as if he had voluntarily resigned effective before the expiration of a term of this agreement. In addition to grounds for termination for cause commonly recognized by law, the Board may terminate this agreement for cause, upon the happening of any of the following events:

(1) failure to obtain and maintain certification, after notice to Mr. Jones and opportunity to cure;

(2) the conviction of any felony, or a misdemeanor offense involving moral turpitude or relating to his employment as a public official;

(3) an act which constitutes a violation of his official oath or bond;

(4) an act or omission constituting malfeasance or nonfeasance in office, whether or not a criminal proceeding is instituted;

(5) the neglect or refusal of Mr. Jones to discharge the substantial duties of his office for a period of 30 days;

(6) willful refusal to follow a lawful order of the Board;

(7) habitual intoxication or abuse of drugs;

(8) illness rendering Mr. Jones unable to perform the duties of his position for a period of sixty (60) days. Termination due to this ground shall cease the District's obligation to pay any unearned salary to Mr. Jones but such termination shall not be deemed to affect any other benefits which may have accrued to Superintendent at the time of termination, including, but not limited to, those available under the applicable retirement program, disability insurance, health insurance, worker's compensation, and payment of accrued leave; and

(9) death. In the event of Mr. Jones' death during a term of this agreement, the District shall pay to the estate of Mr. Jones' the compensation which otherwise would be payable to Mr. Jones up to the end of the month in which his death occurs. Thereafter, the Board and District shall have no further responsibilities hereunder, except for benefits which are contractually or legally due to his dependents.

(d) Procedures. The procedural requirements contained in Nevada Revised Statutes 391.311 *et seq.* do not apply to termination of this agreement for cause. In the event that the Board exercises its right to terminate this agreement for cause, Mr. Jones shall have the right to receive, prior to the effective date of termination, written charges, and on request, by Mr. Jones, a fair hearing before the Board or a hearing officer of its choice. Mr. Jones shall give notice of his desire for such a hearing within ten (10) business days of receipt of notice of termination. Such a hearing shall be held within sixty (60) days of receipt of notice for request of hearing, but may be held no sooner than twenty-one days after notice of the date of the hearing is provided to Mr. Jones. Mr. Jones may be suspended without pay during the pendency of the hearing, commencing after receipt of written charges.

8. Tenure. Mr. Jones shall not be eligible for tenure pursuant to Chapter 391. Moreover, neither this agreement nor other matters regarding Mr. Jones' employment shall be deemed to confer tenure status on him whether express or implied. Mr. Jones' rights are limited to those set forth in this agreement, except as otherwise provided by laws other than Chapter 391.

9. Remedies for Breach A breach of any term or condition of this agreement by one party may, at the discretion of the other, be considered a material breach of the whole of the agreement and be a considered a cause for termination hereunder.

10. Cooperation in Litigation after Termination. Subject to the limits provided in Nevada law, the District shall indemnify and defend Mr. Jones from any and all demands, claims, suits, actions, and legal proceedings brought against Mr. Jones arising out of his alleged acts or omissions in the course and scope of his employment with the District. Mr. Jones agrees, upon reasonable notice, to furnish such information and proper assistance to the District as may

To Mr. Jones:

Office of the Superintendent
5100 W. Sahara Avenue, 4th Floor
Las Vegas, Nevada 89146

- 13. Amendment.** This agreement may be amended only by an instrument in writing duly executed by the parties hereto.
- 14. Waiver.** No provision in this agreement may be waived except in a writing signed by the party to be bound thereby.
- 15. Headings.** Paragraph headings and numbers have been inserted for convenience of reference only. If there shall be any conflict between any such headings and numbers and the text of this agreement, the text shall control.
- 16. Exclusive terms.** This agreement contains all of the terms agreed upon by the parties with respect to the subject matter hereof and supersedes all prior agreements, and any other arrangements and communications between the parties concerning such subject matter whether oral or written.
- 17. Withholding from Compensation.** The District may withhold from any benefits payable under this agreement all federal, state, city or other taxes as shall be required pursuant to any law or governmental regulations or ruling.
- 18. Nonassignability.** This agreement is made for the acquisition of the personal services of Mr. Jones, and neither this agreement nor any rights or obligations hereunder may be assigned by Mr. Jones, his beneficiaries, or legal representatives without the Board's prior written consent, provided, however, that nothing in this paragraph shall preclude (i) Mr. Jones from designating a beneficiary to receive any benefit payable hereunder upon his death, or (ii) the executors, administrators, or other legal representatives of Mr. Jones of his estate from assigning any right payable hereunder upon his death to the person or persons entitled thereunto.
- 19. No attachment.** Except as required by law, no right to receive payments under this agreement shall be subject to anticipation, commutation, alienation, sale, assignment, encumbrance, charge, pledge, or hypothecation or to execution, attachment, levy, or similar process or assignment by operation of law, and any attempt, voluntary or involuntary, to effect any such action shall be null, void and of no effect.
- 20. Severability.** The provisions of this agreement shall be deemed severable, and the invalidity of any portion hereof shall not affect the validity of the remainder thereof.
- 21. Binding effect.** This agreement shall be binding upon and inure to the benefit of the respective parties and their respective heirs, legal representatives, successor and assigns.

IN WITNESS WHEREOF, the parties hereto have duly executed this Employment Agreement as of the day and year first above written.

Attest:

CLARK COUNTY SCHOOL DISTRICT
BOARD OF SCHOOL TRUSTEES

By: _____
Dr. Linda E. Young, Clerk

By: _____
Terri Janison, President

SUPERINTENDENT

By: _____
Dwight D. Jones

Approved as to form:

David Roger
District Attorney

By: _____
Mary-Anne Miller
County Counsel