

CARSON CITY SCHOOL DISTRICT
1402 West King Street
Carson City, Nevada
Wednesday, April 6, 2022

SPECIAL SCHOOL BOARD MEETING

LOCATION OF MEETING: **Robert Crowell Board Room**
 Community Center
 851 E. William Street
 Carson City, Nevada

CALL SPECIAL BOARD MEETING TO ORDER – 6:00 P.M.

1. Adoption of the Agenda, as submitted – **for possible action (public comment will be taken prior to any action).**
Please Note: The Board reserves the right to (1) take items in a different order, (2) combine two or more Agenda items for consideration, and (3) to remove an item from the Agenda or delay discussion relating to an item on the Agenda at any time, in or to accomplish the business on the Agenda in the most efficient manner.
2. Flag Salute: **Richard Varner**
3. Discussion and Possible Action on the Next Steps in the Search for **Richard Varner**
Selecting the Carson City School District Superintendent resulting from
the withdrawal of the application of the previously appointed candidate.
The Board will discuss whether to reopen the recruitment process, offer
the position to the second choice of existing applicants using the contract
terms previously approved, or take some other action aimed at filling the
Superintendent position. Approval of offering the position to the second
choice applicant would have a fiscal impact up to \$170,000 plus the cost
of benefits attendant to the position. – **for possible action.**
4. Public Comment – Comments will be accepted in person, or through virtual participation via
email; publiccomment@carson.k12.nv.us. Comments may be made by members of the public
on any matter within the authority of this Board. Please note that Public Comment will be
taken on items marked “for possible action” before action is taken on such items, and members
of the public are encouraged to comment on such items at the time they are being considered.
Although members of the Board may respond to questions and discuss issues raised during
Public Comment, no action may be taken on such a matter until the matter is placed on an
agenda for action at a meeting of the Board. In making Public Comment, speakers are asked to
come to the table or podium, sign in, speak into the microphone, and identify themselves for
the record. Speakers are instructed to limit their comments to no more than three (3) minutes
regardless of whether the comments are made in person, or through virtual participation, and to
not simply repeat comments made by others. – **for discussion only.**
5. Adjournment

A copy of the Agenda of this meeting has been posted before 9:00 AM on Friday, April 1, 2022, at the following locations: 1) School Administration Office, 1402 W. King Street; 2) District Website: www.carsoncityschools.com; 3) State of Nevada website: <https://notice.nv.gov> .

Copies of supporting material may be requested from Mrs. Renae Cortez, Executive Administrative Assistant, at 1402 W. King Street, Carson City, NV 89703; by mail addressed to Mrs. Cortez at Carson City School District, Administrative Offices, P.O. Box 603, Carson City, NV 89702; by phone at (775) 283-2100 or by email to rcortez@carson.k12.nv.us. Copies of supporting material are available to the public at the District Office, 1402 W. King Street, Carson City, NV 89703, on the District website, www.carsoncityschools.com, and at the meeting on the date and place listed on the first page of this document.

Carson City School District is pleased to provide accommodations for individuals with disabilities. If you have a disability, please contact us at 775-283-2100, and we will provide assistance or accommodate you in any way that we possibly can. The meeting can be accessed at the following website: <http://carson.org/index.aspx?page=6204>

BOARD OF TRUSTEES MEETING
April 6, 2022

EXECUTIVE SUMMARY

3. **Discussion and Possible Action on the next steps in the search for selecting the Carson City School District Superintendent resulting from the withdrawal of the application of the previously appointed candidate. The Board will discuss whether to reopen the recruitment process, offer the position to the second choice of existing applicants using the contract terms previously approved, or take some other action aimed at filling the Superintendent position. Approval of offering the position to the second choice applicant would have fiscal impact up to \$170,000 plus the cost of benefits attendant to the position.** During the February 22, 2022 School Board meeting the Trustees voted and selected Dr. John Goldhardt as Superintendent of the District, effective July 1, 2022. Following the February 22nd Board meeting, Board President Varner worked with legal counsel and Dr. Goldhardt to establish an initial contract. During the March 22, 2022 School Board meeting President Varner presented Dr. Goldhardt's counter proposal. Following public comment and a lengthy discussion amongst the Trustees, the contract proposed by Dr. Goldhardt was rejected by the Board and direction was given to the President to go back to the candidate with the original offer.

On March 25, 2022, Dr. Goldhardt rejected the Board's contract offer and withdrew as a candidate for the position of Superintendent. A draft copy of the approved contract is included in the board packet.

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1 of and from him pursuant to the terms of this Agreement, express and implied, and inherent in the
2 position of Superintendent of Schools, in a manner consistent with the law and the policies and
3 administrative regulations of Employer.

4 3. Duties. The Superintendent shall serve as the chief executive officer of Employer and
5 the DISTRICT, and oversee and administer the educational programs, activities and services,
6 financial and business affairs, human resources and personnel, and facilities and property
7 management of the DISTRICT in a manner consistent with the strategic plan for the DISTRICT
8 with the assistance of the employed staff of the DISTRICT, including but not limited to the
9 nomination for employment and the assignment of all site Administrators in accordance with the
10 laws of the State of Nevada and the policies and regulations of the DISTRICT.

11 The Superintendent shall have the additional responsibility of organizing, reorganizing,
12 and arranging the administrative and supervisory staff which in his judgment will best serve the
13 DISTRICT. The Superintendent shall have responsibility in all personnel matters, including
14 selection, assignment, and transfer of employees, including site Administrators, subject to
15 approval by the Employer. In all personnel matters brought to Employer, the Superintendent shall
16 present his recommendation. In the event Employer does not approve said recommendation,
17 Superintendent shall submit another recommendation to the Employer within a reasonable time.

18 The Employer, individually and collectively, will refer promptly all criticisms,
19 complaints, and suggestions called to its attention to the Superintendent for study and
20 recommendations.

21 4. Services. Superintendent shall devote all of his working time, attention, knowledge,
22 and skills to the business and interest of Employer during the term of the employment, and
23 Employer shall be entitled to all of the benefits arising from or incident to the work, services, and
24 advice of Superintendent.

25 Superintendent shall not perform consultative work, speaking engagements, or other
26 professional activities for hire without the prior approval of Employer, which approval may be
27 granted to the extent such activities do not interfere with Superintendent's duties under this
28 Agreement.

1 5. Superintendent/Employer Responsibilities. The Employer has primary responsibility
2 for formulating and adopting DISTRICT policies and for the overall governance of the
3 DISTRICT. The Superintendent as the chief executive officer of the Employer has the primary
4 responsibility for executing Employer and DISTRICT policies and for promulgating
5 administrative regulations designed to implement the policies approved by Employer. The
6 Superintendent shall have the right to be present at all meetings of the Board of Trustees.

7 The Superintendent shall be accountable for his actions and decisions to the Employer,
8 acting by majority vote of the Board of Trustees, and not to individual members of the Board of
9 Trustees acting outside of a duly convened meeting of the Board of Trustees.

10 6. Evaluation. The Employer shall evaluate and assess in writing the performance of the
11 Superintendent at least once each year prior to December 31 of each year during the term of this
12 Agreement. The evaluation format shall be reasonably objective, and shall contain at least the
13 following evaluation criteria: Leadership and District Culture; Employer-Superintendent
14 Relations; Community Relations and Communication; Organizational Management; Educational
15 Program/Curriculum Planning Development; Instructional Leadership, Professional and
16 Leadership Development; Financial Management and Business Matters; Human Resources
17 Management/Staff and Personnel Relations; Values and Ethics Leadership; Management and
18 Implementation of the Strategic Plan, and Student Achievement. The evaluation format shall
19 provide for a rating system such that the Employer may indicate whether the performance of the
20 Superintendent is Superior, Very Satisfactory, Satisfactory, Need to Improve, or Unsatisfactory,
21 both as to the specific criteria set forth in the evaluation form and as to the overall performance of
22 the Superintendent for the period covered by the evaluation. The annual evaluation shall be signed
23 by the President of the Board of Trustees. If areas of concern are noted by the Employer in any
24 evaluation, a set of performance objectives will be prepared jointly by the Employer and the
25 Superintendent.

26 7. Term of Employment: Renewal. The initial term of this Agreement shall be for a
27 period of one (1) year, commencing on July 1, 2022 and ending June 30, 2023. This represents a
28 minimum of 227 days of service per year, including vacation and administrative leave days, as set

1 forth herein. The Superintendent will earn annual leave in accordance with the same terms and
2 conditions as the site Administrators. The initial term of this Agreement may be extended by the
3 mutual agreement of Employer and Superintendent on the terms set forth herein unless otherwise
4 modified by the mutual agreement of the parties. Superintendent shall notify Employer no less
5 than sixty (60) days prior to the end of the initial term of this Agreement of his desire to request
6 extension of the term hereof or allow the same to expire.

7 Upon termination of this Agreement, the Superintendent agrees that he will work with the
8 Employer to ensure a smooth process in the transition to his successor superintendent of schools.

9 8. Compensation. Employer shall pay Superintendent, and Superintendent shall accept
10 from Employer in full payment for his services hereunder, the following:

11 a. Superintendent shall be paid an annual base salary of One Hundred Seventy
12 Thousand and 00/100ths Dollars (\$170,000.00);

13 b. Superintendent will additionally receive the “education increment” and “longevity
14 increment” provided to the DISTRICT’s site Administrators, if any is earned by
15 Superintendent, in accordance with applicable DISTRICT policies and procedures.

16 9. Vacation Days. Superintendent shall be entitled to twenty-four (24) days of paid
17 annual vacation for each year of this Agreement, exclusive of legal holidays. Vacation shall be
18 taken in accordance with the policies and regulations of Employer. Superintendent may
19 accumulate vacation days under the same terms and conditions allowed to the other 12-month
20 contract Administrators in the DISTRICT. Upon termination or expiration of this Agreement, the
21 Superintendent shall be entitled to compensation for unused and accrued vacation days at his then
22 current salary rate and under the same terms and conditions allowed to the other 12-month
23 contract Administrators in the DISTRICT.

24 10. Additional Benefits or Compensation.

25 a. Sick Leave: The Superintendent shall be entitled to fifteen (15) days of sick
26 leave annually, and he may accumulate sick leave under the same terms and
27 conditions allowed to the other 12-month contract Administrators in the
28 DISTRICT. Upon termination or expiration of this Agreement, the

1 Superintendent shall be entitled to compensation for unused and accrued sick
2 leave days at the rate of twenty percent (20%) of his then current salary rate.

3 b. Workers' Compensation Insurance: State workers' compensation insurance will
4 be paid by Employer for the benefit of the Superintendent.

5 c. Health Insurance: Employer will pay the premiums for health insurance coverage
6 to Superintendent under its approved health insurance program. No spousal
7 coverage will be paid by Employer unless Employer pays for coverage for other
8 DISTRICT employees.

9 d. Professional Dues: Employer will pay Superintendent's state and national dues
10 for membership in professional associations.

11 11. Disability or Illness. If the Superintendent is unable to perform any or all of his
12 duties or responsibilities by reason of illness, accident, or other cause beyond his control, and if
13 the disability continues for a period beyond all of his accumulated sick leave, the Employer may,
14 at its sole discretion, make a reduction or deduction from the salary of the Superintendent during
15 the term of such disability. If the disability is permanent, irreparable, or of such nature as to make
16 the performance of his duties impossible to perform, and if such disability continues beyond six
17 (6) months past the last day of his accumulated sick leave, Employer may, at its sole discretion,
18 terminate this Agreement, whereupon the respective duties, rights, and obligations of the parties to
19 this Agreement shall terminate. This provision in no way waives or supersedes any benefits or
20 protections afforded under the state or federal law, including the workers' compensation laws or
21 the Family Medical Leave Act.

22 12. Termination.

23 a. This Agreement will terminate on the expiration of its term set forth in Paragraph
24 7, unless the term is extended by mutual agreement of Employer and
25 Superintendent.

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

27 c. Either party may terminate this Agreement, without cause, upon sixty (60) days
28 prior written notice to the other party. Upon such termination without cause by

1 Employer, or upon a vote of no confidence by Employer, Superintendent will be
2 entitled to receive a severance in the amount of up to one (1) month of his regular
3 base compensation, but without accrual of any vacation days, sick leave,
4 retirement benefits, or retirement credits during such period. The Superintendent
5 shall be entitled to earned vacation days, sick leave, retirement benefits, and
6 retirement credits earned through the date of termination.

7 d. Superintendent may be dismissed, and this Agreement terminated for just cause
8 as provided in NRS Chapter 391. Upon such termination, the Superintendent will
9 be afforded the same procedural protections as are afforded post-probationary
10 certified personnel, including the appointment of hearing officer pursuant to NRS
11 Chapter 391.770. The Superintendent is employed as a post-probationary
12 certified employee with all the rights and benefits thereof, except as modified by
13 this Agreement.

14 e. Superintendent may be suspended without pay or benefits only as provided in
15 NRS Chapter 391 and subparagraph d above.

16 f. In the event of termination of this Agreement for any reason, Superintendent shall
17 be entitled to the total compensation specified in Paragraph 8 above through the
18 date of termination, based upon the proportionate number of days worked by
19 Superintendent in relation to the contract 227 work days.

20 g. Any termination hearing will be open to the public.

21 13. Assignment. It is hereby agreed that Superintendent's rights and obligations under
22 this Agreement are personal and not assignable.

23 14. Choice of Law. It is the intention of the parties to this Agreement that this
24 Agreement and the performance under this Agreement, and all suits and special proceedings under
25 this Agreement, shall be construed in accordance with and under and pursuant to the laws of the
26 state of Nevada, and that, in any action, special proceeding or other proceeding that may be
27 brought arising out of, in connection with, or by reason of this Agreement, the laws of the state of
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1 Nevada shall be applicable and shall govern to the exclusion of the law of any other forum,
2 without regard to the jurisdiction in which any action or special proceeding may be instituted.

3 15. Complete Agreement. This Agreement contains the complete agreement concerning
4 the employment arrangement between the parties and shall, as of the effective date hereof,
5 supersede all other agreements between the parties. The parties stipulate that neither of them has
6 made any representation with respect to the subject matter of this Agreement or any
7 representations including the execution and delivery of this Agreement except such
8 representations as are specifically set forth in this Agreement, and each of the parties
9 acknowledges that he or it has relied on his or its own judgment in entering into this Agreement.
10 The parties further acknowledge that any payments or representations that may have been made by
11 either of them to the other prior to the date of executing this Agreement are of no effect, and that
12 neither of them has relied thereon in connection with her or its dealings with the other.

13 16. Attorney's Fees. In the event that any action is filed in relation to this Agreement, the
14 unsuccessful party in the action shall pay to the successful party, in addition to all the sums that
15 either party may be called on to pay, a reasonable sum for the successful party's attorney's fees.

16 17. Professional Liability. Employer agrees that it shall defend, hold harmless and
17 indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings
18 brought against Superintendent in his individual capacity, or in his official capacity as agent and
19 employee of the DISTRICT, provided the incident arose while Superintendent was acting within
20 the scope of his employment and excluding criminal litigation and as such liability coverage is
21 within the authority of the DISTRICT's Board of Trustees to provide under state law.

22 18. Savings Clause. If, during the term of this Agreement, it is found that a specific
23 clause of the Agreement is illegal in federal or state law, the remainder of the Agreement not
24 affected by such a ruling shall remain in force.

25
26 *****SIGNATURE PAGE FOLLOWS*****
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28

1 IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year
2 first above written.

3
4 EMPLOYER

EMPLOYEE

5 CARSON CITY SCHOOL DISTRICT, a
6 political subdivision of the State of Nevada

7 By: _____
8 RICHARD VARNER,
9 President of the Board of Trustees

10 By: _____
11 LUPE RAMIREZ, Clerk

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