

SEPARATION AGREEMENT

This Complete and Permanent Release and Separation Agreement ("the Agreement") is entered into by and between Douglas County Superintendent Keith Lewis (also referred to herein as "Lewis") on behalf of himself, his heirs, successors, assigns, executors and representatives of any kind, if any, and the Douglas County School District (also referred to herein as the "District"). Together Lewis and the District are collectively referred to as the "Parties." The Effective Date of this Agreement shall be the date on which the District approves this agreement in a properly noticed and agendaized public meeting and tenders the payments set forth below (the "Effective Date").

Background Facts

WHEREAS, Lewis was employed by the District pursuant to a series of employment agreements, the last of which was a Renewed Employment Agreement–Superintendent of Schools signed on November 16, 2022, as supplemented by an amendment signed on December 13, 2022 (the "Employment Agreement:"); and,

WHEREAS, the relationship between the District and Lewis has deteriorated to a point with the Parties believe that it is in the best interest of the District and Lewis that his Employment Agreement should be terminated in accordance with the terms and conditions of Paragraph 10(b)(2) of the Employment Agreement; and,

WHEREAS, Lewis seeks to tender his resignation in accordance with this Agreement and the District is willing to accept that tendered resignation upon the terms and conditions set forth herein; and,

WHEREAS, the parties to this Agreement desire to settle and resolve their differences, including but not limited to, all matters pertaining to or arising from Lewis' employment by the District and his termination from his position with the District.

NOW, THEREFORE, in consideration of the foregoing and of the terms, conditions and agreements hereinafter set forth, Lewis and the District agree as follows:

1. Upon approval of this Severance Agreement by the Board in a properly noticed and agendaized public meeting, Lewis will resign his position as Superintendent effective immediately following the payment of the PERS benefits described below in paragraph 2 (the "Effective Date") and accepted by the Public Employee's Retirement System so that Lewis will thereafter be able to retire with 30 years of public service. Lewis will waive the 90-day notice period

specified in Paragraph 9(b) of the Employment Agreement.

2. The District shall continue to pay to Mr. Lewis his salary up through July 31, 2024, subject to normal withholding by the District for all federal, state, and other applicable income taxes. Lewis shall waive any right to any anticipated increase in his salary which otherwise would have become effective as of July 1, 2024.
3. The District shall continue to make contributions on Lewis' salary to the Public Employees' Retirement System up through July 31, 2024.
4. The District shall pay Lewis, in a lump sum for any unused paid time off (vacation and sick pay) as of the Effective Date.
5. The District shall pay Lewis' COBRA benefits in accordance with the terms of Paragraph 10(B)(3) of his Employment Agreement.
6. Lewis agrees that he will not personally participate in any effort to recall the existing Trustees (save and except his right to vote in any recall election), and he will refrain, for a period of three years from the Effective Date of this Agreement, from initiating any contact with any officer or employee of the District for the specific purpose of interfering with the Trustee's efforts to direct the operations of the District.
7. The Parties agree to bear their own costs and attorney's fees; however, in the event that any effort is needed to enforce the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees.
8. As of October 22, 2023, Lewis shall cease the performance of his obligation as Superintendent under the Employment Agreement pending the approval of this Separation Agreement by the Board of Trustees in a properly noticed public meeting. Lewis' accrued paid leave will not be assessed for the time he is not performing his duties under the Employment Agreement pending final approval by the Board. In the event that the Board does not approve this Separation Agreement, Lewis shall return to work the next business day following the meeting in which this Agreement was not approved.
9. Release by Lewis: In return for the consideration described in Paragraphs 2 through 5 above, and the full performance of the obligations set forth in this Separation Agreement, Lewis agrees for himself, his heirs, executors,

administrators, successors, and assigns to forever release and discharge the District, the members of its Board of Trustees and the District's officers and employees and attorneys from any and all claims, debts, promises, agreements, demands, causes of action, attorneys' fees, losses and expenses of every nature whatsoever, known or unknown, suspected or unsuspected, filed or unfiled, arising prior to the signing of this Agreement by Lewis, or arising out of or in connection with Lewis's Employment Agreement and separation of employment from the District. This total release includes, but is not limited to, all claims arising directly or indirectly from Lewis's employment with the District and the separation of that employment, including, but not limited to, breach of contract, breach of the implied covenant of good faith and fair dealing, wrongful discharge, violation of public policy, defamation and impairment of economic opportunity, violation of the Nevada Fair Employment Practices Act, any claim for violation of the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, the Employee Retirement Income Security Act, the Equal Pay Act, the Fair Labor Standards Act, the Rehabilitation Act of 1974, the Americans With Disabilities Act of 1990 ("ADA"), or any other applicable federal, state or local law.

10. Release by the District and Its Individual Trustees: In return for Lewis' full performance of the obligations set forth in this Separation Agreement, the District and its Trustees agree for themselves, their heirs, executors, administrators, successors, and assigns to forever release and discharge Lewis and his attorneys from any and all claims, debts, promises, agreements, demands, causes of action, attorneys' fees, losses and expenses of every nature whatsoever, known or unknown, suspected or unsuspected, filed or unfiled, arising prior to the signing of this Agreement.
11. No Admission of Liability: This Agreement does not constitute an admission by any party. Instead, this Agreement is entered into by Lewis and the District solely for the purpose of resolving any and all claims that the Parties may have against one another. The Parties will not state, represent, suggest or imply to anyone that either Party was liable or at fault or has admitted liability or fault for any act. Lewis will publicly report that he resigned from his position of his own free will and was not coerced to do so.
12. Applicable Law: This Agreement shall be governed and interpreted by Nevada law. Any action to enforce this Agreement shall be brought in a court of competent jurisdiction in and for Reno, Nevada.

13. Partial Invalidity: This Agreement shall be deemed to consist of a series of separate covenants. If any separate covenant, word, clause, phrase, sentence, paragraph or provision of this Agreement be declared void or is found unenforceable, it may be modified by the Court to make it enforceable and/or severed from this Agreement with the remainder of the Agreement remaining in full force and effect.

14. Entire Agreement. This Agreement constitutes and contains the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, agreements or understandings between the parties concerning any of the provisions of this Agreement. Each of the parties represents and acknowledges that in executing this Agreement neither has relied upon any representation or statement not set forth herein made by the other party or by any of the other party's agents, representatives, or attorneys with regard to the subject matter, basis, or effect of this Agreement or otherwise. The Parties confirm that they have consulted legal counsel of their choice or have been afforded an adequate opportunity to do so if they so choose.

15. The Parties agree that this Separation Agreement will control over the Employment Agreement, however, should there be any ambiguity or uncertainty as to any term of this Agreement, the Employment Agreement may be utilized to interpret said ambiguity.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

Dated this ____ day of _____, 2023

Keith Lewis

Dated this ____ day of _____, 2023

President of the Douglas County Board of Trustees