

ITEM III.

**PROPOSED AGENDA
LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT
Board of Trustees' Special Meeting
Friday, January 8, 2021**

DATE: Friday, January 8, 2021

TIME: 3:00 p.m.

PLACE: Pursuant to the Governor's Emergency Directive on Public Meetings, [http://gov.nv.gov/News/Emergency_Orders/2020/2020-03-22 -
_COVID-19_Declaration_of_Emergency_Directive_006/](http://gov.nv.gov/News/Emergency_Orders/2020/2020-03-22_-_COVID-19_Declaration_of_Emergency_Directive_006/) this meeting will take place online via Webex. Connection information is listed on page 5.

The Agenda and Board meeting documents can be found at <https://lvccld.org/board/board-of-trustees-meetings/>

I. Roll Call and Pledge of Allegiance

II. Public Comment

Topics raised under this item must be limited to matters on today's Agenda. If you wish to comment on an item appearing on this agenda, you may send an email to boardcomments@lvccld.org. Please identify on which agenda item you are commenting. Any comments not so identified will be read at the end of this meeting.

The public comment period at library district board meetings shall be limited to a maximum of forty-five (45) minutes for both periods of public comment. Remarks by speakers during the public comment period shall be limited to three (3) minutes, each. A speaker may not transfer time to another speaker; although, the chair has the authority to grant additional time to a speaker. When more than fifteen (15) people wish to comment, the chair shall proportionately reduce the time allotted to the forty-five minute maximum.

III. Board Action to accept Proposed Agenda (For possible action)

IV. New Business

A. Discussion and possible Board action to approve a contract for a new Executive Director.

V. Announcements

The next Board Meeting will be held Thursday, January 21, 2021 at 6:00 p.m. via Webex and in a location to be determined.

VI. Public Comment

Topics raised under this item cannot be acted upon until the notice provisions of the open meeting law have been met. If you wish to make public comment on this item, you may send an email to boardcomments@lvccld.org. Please identify this agenda item in your email.

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VII. Adjournment

NOTE: AT ANY TIME, ANY ITEM ON THIS AGENDA MAY BE TAKEN OUT OF ORDER, COMBINED WITH ONE OR MORE OTHER ITEMS ON THE AGENDA OR REMOVED FROM THE AGENDA, EITHER AT THE DISCRETION OF THE CHAIR OR BY VOTE OF THE BOARD.

NOTE: REASONABLE EFFORTS WILL BE MADE TO ASSIST AND ACCOMMODATE PERSONS WITH PHYSICAL DISABILITIES DESIRING TO ATTEND THE MEETING. PLEASE CALL ALLISON BOYER AT (702) 507-6186 SO THAT ARRANGEMENTS FOR ATTENDANCE MAY BE MADE NO LATER THAN 48 HOURS PRIOR TO THE MEETING.

NOTE: PLEASE CONTACT ALLISON BOYER AT (702) 507-6186 OR boyera@lvccld.org TO REQUEST THE SUPPORTING MATERIAL FOR THIS MEETING. SUPPORTING MATERIAL CAN BE FOUND AT <https://lvccld.org/board/board-of-trustees-meetings/>.

Pursuant to NRS 241.020, this item has been properly noticed and posted online at the Las Vegas-Clark County Library District website, www.lvccld.org and at Nevada Public Notice at <https://notice.nv.gov>. Written notice of the meeting of the Las Vegas-Clark County Library District Board of Trustees was given on Monday, January 4, 2021, i.e., given at least three (3) working days before the meeting, including in the notice the time, way to access the meeting, and agenda of the meeting:

- A. By delivering a copy of the notice to each Library Trustee;
- B. By posting a copy of the notice at the principal office of the Library Trustees, or if there is no principal office, at the building in which the

meeting is to be held, and at least three other separate, prominent places within the jurisdiction of the Trustees, to wit:

1. Clark County Library
1401 E. Flamingo Road
Las Vegas, NV 89119
 2. East Las Vegas Library
2851 E Bonanza Road
Las Vegas, NV 89101
 3. Summerlin Library
1771 Inner Circle Drive
Las Vegas, NV 89134
 4. Sunrise Library
5400 Harris Avenue
Las Vegas, NV 89110
 5. West Charleston Library
6301 W. Charleston Boulevard
Las Vegas, NV 89146
 6. West Las Vegas Library
951 W. Lake Mead Boulevard
Las Vegas, NV 89106
 7. Windmill Library
7060 W. Windmill Lane
Las Vegas, NV 89113
 8. Las Vegas-Clark County Library District website
www.lvccld.org
- C. By mailing a copy of the notice to each person, if any, who has requested notice of the meetings of the Las Vegas-Clark County Library Board of Trustees in the same manner in which notice is requested to be mailed to a member of the Library Board of Trustees.
- D. Webex Connection information:
<https://lvccld.webex.com>
Event number (access code): 146 636 8016
Password: 010721SBofT
Join by phone: +1 (408) 418-9388
Use same meeting number

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Join from a video system or application:

Dial [1466368016@lvccld.org](tel:1466368016)

You can also dial [173.243.2.68](tel:173.243.2.68) and enter your meeting number.



ITEM IV.A.

AGENDA ITEM

JANUARY 8, 2021 SPECIAL MEETING OF THE BOARD OF TRUSTEES

Agenda Item #IV.A.: Discussion and possible Board action to approve a contract for a new Executive Director.

Background: On December 4, 2020, the Las Vegas-Clark County Library District Board of Trustees interviewed candidates for the position of Executive Director and decided to interview the top two-scoring candidates as finalists. On December 17, 2020, the Las Vegas-Clark County Library District Board of Trustees interviewed the two finalists. After the interviews, the Board of Trustees selected Mr. Kelvin Watson for the position of Executive Director.

Following the selection of Mr. Watson for the position of Executive Director, Trustee Shannon Bilbray-Axelrod was delegated to negotiate with Counsel Gerald Welt and HR Director Jeff Serpico on Mr. Watson's employment contract.

The attached contract is the result of these negotiations.

Recommended Action: Motion to approve the contract for a new Executive Director with Mr. Kelvin Watson, subject to review by Counsel.

EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO this 31st day of December, 2020, by and between the Las Vegas-Clark County Library District (hereinafter "District") and Kelvin A. Watson (hereinafter "Executive Director").

WHEREAS, the District wishes to employ the services of Kelvin A. Watson in the position of Executive Director of the Las Vegas-Clark County Library District; and

WHEREAS, pursuant to NRS 379.0222, the Board of Trustees of the Las Vegas-Clark County Library District may appoint an Executive Director for the District who serves at the pleasure of the Board of Trustees; and

WHEREAS, it is the desire of the Board of Trustees (hereinafter "Board") to provide, in writing, for certain duties, benefits, compensation and other requirements regarding Executive Director's employment by the District; and

WHEREAS, Kelvin A. Watson wishes to accept employment in the position of Executive Director for the District under the terms and conditions recited herein;

NOW, THEREFORE,

The parties agree as follows:

Section 1. DUTIES: The District agrees to employ Kelvin A. Watson in the position of Executive Director to perform all functions and duties specified for such position, to perform such other duties normally performed by a professional in this capacity, and to perform other legally permissible and proper duties and functions as the Board shall from time to time assign. If a specific job description for this position is available, it shall be attached to this Agreement and incorporated as if set out in full herein. Such a job description shall be considered as a general guideline, however, since the nature of this position is such as to require considerable initiative and acceptance of additional responsibility. Executive Director agrees that, as a condition of employment, he shall maintain his primary residence within Clark County, Nevada, and either obtain or maintain a current Nevada driver's license for the duration of this Agreement. Executive Director shall also abide by and comply with all policies and procedures of the District during the term of this Agreement. The District agrees to pay Executive Director's reasonable moving expenses, provided that Executive Director furnishes, in advance, at least 2-3 moving expense quotes to the District, from which the District shall select and approve.

Section 2. COMPENSATION. The District agrees to pay Executive Director for services rendered pursuant hereto, based upon pay grade 145 of the current pay plan, which has a 2020-2021 base salary of \$220,000 per year as of the date this Agreement is executed. Said salary shall be effective commencing February 1, 2021. This salary shall be payable in installments at the same time intervals at which other employee of the District are paid. The Board shall annually evaluate Executive Director's job performance and, if the Board determines that Executive Director's job performance has been satisfactory within the previous year, Executive Director's pay may be increased to such extent as the Board may determine that it is desirable to do so. Executive Director and the District agree that for purposes of adjusting compensation rates, the anniversary date shall be established as February 1 of each year for the term of this Agreement. Executive Director's position is exempt from coverage by the Fair Labor Standards Act; consequently, Executive Director will neither be paid overtime nor accrue compensatory time.

Section 3. GENERAL and AUTOMOBILE ALLOWANCE. The District shall provide Executive Director the sum of \$500.00 per month, inclusive of mileage, as an allowance for all expenses related to the use of Executive Director's personal vehicle for District business.

Section 4. TERMS OF EMPLOYMENT.

A. Executive Director agrees to remain exclusively employed by the District, commencing February 1, 2021 until February 1, 2026. In the event Executive Director voluntarily resigns this position before expiration of the aforesaid term of employment, then Executive Director is requested to give the Board two (2) months written notice in advance, unless the parties otherwise agree. In the event of such voluntary resignation, Executive Director shall not be entitled to any severance pay as specified in Section 4.D. of this Agreement. The term "employed" shall not be construed to include occasional teaching, writing, or consulting performed on Executive Director's time off.

B. This Agreement shall terminate for cause on the occurrence of any one of the following events:

- (a) At any time by mutual agreement in writing between the District and Executive Director;
- (b) Executive Director's malfeasance, gross misconduct, insubordination, failure to substantially perform his duties, or failure to achieve a

satisfactory performance evaluation after being afforded a six-month curative period in accordance with Section 10 herein;

- (c) Executive Director's death or disability (Section 11);
- (d) Executive Director's conviction of any felony;
- (e) Executive Director's refusal to follow or implement a lawful policy of the Board of Trustees; or
- (f) Executive Director's material breach of any provision of this Agreement.

C. The District may also terminate this Agreement without cause. In the event the District chooses to terminate this Agreement without cause, the District shall provide at least thirty (30) calendar days' notice of termination to Executive Director and shall pay, as severance pay, three (3) months of Executive Director's then-current salary; provided that Executive Director executes a general release of claims against the District, its Board of Trustees and any other affiliates. The District may, in its sole discretion, give Executive Director severance pay in the amount of the remaining notice period in lieu of actual employment, and nothing herein shall require the District to maintain Executive Director in active employment for the duration of the notice period.

D. In the event of voluntary resignation or termination for cause under Section 4.B above, Executive Director shall have no further claim to salary or other benefits provided under the terms of this Agreement beyond the date of voluntary resignation or termination for cause except for unused vacation and sick leave time pursuant to District policy for all employees.

Section 5. DEFERRED COMPENSATION. Executive Director shall be eligible to enroll in an approved deferred compensation plan. The District shall make one or more such plans available through outside sources for Executive Director's participation. Executive Director contributions may be made to such plan based upon Executive Director's own preference and the laws controlling such contributions. Executive Director contributions shall be deducted from the approved salary level agreed upon in Section 2 above.

Section 6. DISTRICT CONTRIBUTION TO RETIREMENT PROGRAM. Executive Director shall become a member of the Public Employees' Retirement System, as established by the Nevada Public Employees' Retirement System ("PERS") NRS 286.110, or as hereafter amended. The District shall contribute a portion of Executive Director's gross salary, in accordance with applicable Nevada law, to PERS, unless otherwise provided by statute.

Section 7. INSURANCE COVERAGE. Executive Director's eligibility and participation in insurance coverage for life, health, vision, dental, and long-term disability shall be in accordance with current management benefit programs. Current management programs and District policy shall govern the type and amount of insurance provided, including any premiums to be paid on Executive Director's behalf by the District. Any changes in the amount of insurance coverage will be made in a manner treating all eligible employees alike, and any changes will not be made without thirty (30) days advance notice to Executive Director. The District also agrees to purchase, if feasible, or otherwise provide professional liability insurance to indemnify and defend Executive Director for any legal actions alleging errors and/or omissions, or professional malpractice.

Section 8. VACATION, SICK LEAVE AND HOLIDAYS. Executive Director's allocation for vacation, sick leave and holidays shall be in accordance with current management benefit programs. Any payment for unused sick leave shall be governed by current management programs and District policy.

Section 9. PROFESSIONAL DUES AND EXPENSES. The District agrees to budget and to pay for the professional dues and subscriptions of Executive Director necessary for his continuation and full participation in national, regional, state and local associations and organizations (e.g., ALA, PLA, Rotary Club, etc.) necessary and desirable for his continued professional participation, growth and advancement, and for the good of the District.

Section 10. PERFORMANCE REVIEWS. In order that Executive Director may provide the highest level of service to the District, performance goals and standards will be established on an annual basis. On each anniversary date of employment, or as soon thereafter as possible, the Board of Trustees will evaluate Executive Director's performance based on specific performance criteria. To be considered an unsatisfactory performance review, a true majority of the Board of Trustees must agree. For a fully-appointed Board of ten (10) Trustees, the majority would be six (6) votes. In the event of an unsatisfactory performance review, the Executive Director shall be provided with a maximum period of six (6) months to cure the deficiencies outlined in the review. If, after the six (6)-month curative period, a true majority of the Board of Trustees finds Executive Director's performance unsatisfactory, Executive Director's employment will be terminated for cause in accordance with Section 4.B.(b).

Section 11. DISABILITY. In the event Executive Director is totally disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health, either with or without a reasonable accommodation, for a period of ninety (90) working days, the District shall have the option to terminate this Agreement. In such event, Executive Director shall be compensated for any unused vacation, holidays and sick leave.

Section 12. INDEMNIFICATION. The District shall defend, hold harmless and indemnify Executive Director against any tort, professional liability claim, demand, or other legal action, arising out of an alleged act or omission occurring in the performance of Executive Director's duties as Executive Director. Should the District compromise, litigate or settle any such claim or suit, the District shall pay the amount of any settlement or judgment rendered thereon. However, the District shall only be obligated to indemnify Executive Director to the extent permitted under Nevada law. The District shall not indemnify Executive Director for any act or omission occurring outside the course and scope of his employment for the District or for any wanton or malicious acts or omissions.

Section 13. NOTICES. Any notices required pursuant to this Agreement may either be personally served or served by first class mail. Notice shall be deemed given as of the date of personal service or the date of deposit with the United States Postal Service.

Section 14. RETURN OF DISTRICT PROPERTY. Upon Executive Director's termination of employment for any reason, including any voluntary resignation, Executive Director shall, on or before the last day of employment, return to the District any and all property of the District in his possession, including, but not limited to, keys, access cards, credit cards, computers, mobile or other electronic devices, passwords, documents and any other tangible property.

Section 15. COOPERATION. Executive Director agrees to cooperate with the District and its attorneys, both during and after the termination of Executive Director's employment, including any voluntary resignation by Executive Director, in connection with any litigation, investigation, charge or other proceeding arising out of or relating to matters which Executive Director was involved with or had knowledge of prior to the termination of Executive Director's employment. Executive Director's cooperation shall include, without limitation, providing assistance to the District's counsel, experts and consultants, and providing truthful testimony in administrative, alternative dispute resolution, pretrial and trial hearing proceedings. In the event Executive Director's cooperation is requested after

the termination of Executive Director's employment, the District will compensate Executive Director at an hourly rate of \$98.00 and reimburse Executive Director for any reasonable and appropriate out-of-pocket expenses actually incurred by Executive Director in connection with such cooperation upon reasonable substantiation of such expenses. The District shall also endeavor to minimize disruptions to Executive Director's schedule to the extent possible, consistent with its interests in the matter.

Section 16. GENERAL PROVISIONS.

A. This Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of the state of Nevada. The parties hereto further agree and consent that any action brought to enforce any right or obligation under this Agreement shall be subject to the exclusive jurisdiction of the courts of the state of Nevada.

B. If any portion, provision, or part of this Agreement is held, determined, or adjudicated to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part of this Agreement shall be severed from the remaining portions, provisions, or parts of this Agreement and shall not affect the validity or enforceability of such remaining portions, provisions or parts.

C. This Agreement constitutes a single integrated contract expressing the entire agreement of the parties hereto. There are no other agreements, written or oral, express or implied, between the parties hereto concerning the subject matter hereof. No amendment of, addition to, or modification of this Agreement shall be effective unless the same is in writing and signed by both of the parties.

D. No waiver of any right or remedy hereunder by either party shall be deemed to be a waiver of any other right or remedy or of any subsequent right or remedy.

E. The rights and obligations of the parties under this Agreement are not assignable to another person without prior written consent; provided, however, that the District, without obtaining Executive Director's consent, may assign its rights and obligations hereunder to any successor.

F. The headings contained in this Agreement are for reference purposes only and shall not affect in any manner the meaning or interpretation of this Agreement.

G. This Agreement may be executed in counterparts, each of which shall be deemed an original but both of which taken together shall constitute the same instrument.

Entered into the date first above written.

LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT

_____, Chair, Board of Trustees

EXECUTIVE DIRECTOR

Keber White

[Employee Name]

Approved as to form:

Attorney for the District