

<input type="checkbox"/>	NRS 281A.400(8)	A State Legislator using governmental time, property, equipment or other facility for a nongovernmental purpose or for the private benefit of himself or any other person, or requiring or authorizing a legislative employee, while on duty, to perform personal services or assist in a private activity. (Some exceptions apply).
<input checked="" type="checkbox"/>	NRS 281A.400(9)	Attempting to benefit his personal or financial interest through the influence of a subordinate.
<input checked="" type="checkbox"/>	NRS 281A.400(10)	Seeking other employment or contracts through the use of his official position.
<input type="checkbox"/>	NRS 281A.410	Failing to file a disclosure of representation and counseling of a private person before public agency.
<input type="checkbox"/>	NRS 281A.420(1) and/or (3)	Failing to sufficiently disclose a conflict of interest; failing to undertake the abstention analysis or failing to abstain from acting on a matter in which abstention is required.
<input checked="" type="checkbox"/>	NRS 281A.430	Engaging in government contracts in which public officer or employee has interest prohibited; exceptions.
<input type="checkbox"/>	NRS 281A.500	Failing to timely file an ethical acknowledgment.
<input type="checkbox"/>	NRS 281A.510	Accepting or receiving an improper honorarium.
<input type="checkbox"/>	NRS 281A.520	Requesting or otherwise causing a governmental entity to incur an expense or make an expenditure to support or oppose a ballot question or candidate.

4. Identify all persons who have knowledge of the facts and circumstances you have described, as well as the nature of the testimony the person will provide.

Check here if additional pages are attached.

NAME and TITLE: (Person #1)	See attached			
ADDRESS:			CITY, STATE, ZIP	
TELEPHONE:	Work:	Other: (Home, cell)	E-MAIL:	
NATURE OF TESTIMONY:				
NAME and TITLE: (Person #2)				
ADDRESS:			CITY, STATE, ZIP	
TELEPHONE:	Work:	Other: (Home, cell)	E-MAIL:	
NATURE OF TESTIMONY:				

5. Attach all documents or items you believe provide credible evidence to support your allegations. [NRS 281A.440\(2\)\(b\)\(1\)](#) requires you to submit evidence to support your allegations. [NAC 281A.435\(3\)](#) defines credible evidence as any reliable and competent form of proof provided by witnesses, records, documents, exhibits, minutes, agendas, videotapes, photographs, concrete objects, or other similar items that would reasonably support the allegations made within the complaint. A newspaper article or other media report will not support your allegations if it is offered by itself.

State the total number of additional pages attached (including evidence) 58.

6. REQUESTER'S INFORMATION:

NAME:	Michael Rebaleati		
ADDRESS:	P.O. Box 321	CITY, STATE, ZIP:	Eureka, NV 89316
TELEPHONE:	Work: 775 237 5263	Other: (Home, cell) 775 318 0525	E-MAIL: mrebaleati@gmail.com

By my signature below, I do affirm that the facts set forth in the foregoing complaint and attachments thereto are true and correct to the best of my knowledge and belief and I am willing to provide sworn testimony if necessary regarding these allegations.

I acknowledge that, pursuant to NRS 281A.440(8) and NAC 281A.255(3), this Request for Opinion, the materials submitted in support of the allegations, and the Commission's investigation are confidential until the Commission's Investigatory Panel renders its determination, unless the subject of the allegation authorizes their release.


Signature:

6/8/12

Date:

Michael Rebaleati

Print Name:

You must submit an original and two copies of this form bearing your signature, and three copies of the evidence to:



Executive Director
Nevada Commission on Ethics
704 W. Nye Lane, Suite 204
Carson City, Nevada 89703

Forms submitted by facsimile will not be considered as properly filed with the Commission.

[NAC 281A.255\(3\)](#)

FACTUAL BACKGROUND

1. I, Michael Rebaleati, have served the Eureka County School District (hereinafter referred to as "District"), as a basketball coach for the past 25 years. I have held the Assistant Boys Basketball coaching position for ten years, the Head Boys Basketball coaching position for four years, the Head Girls Basketball coaching position for eight years (2002-2009), and the Head Junior High Girls Basketball coaching position for three years (2010-2012).

2. At all times relevant to this Request, Ken Fujii has held the position of Eureka County High School Principal.

3. Ken Fujii claims not to be an employee of the Eureka County School District, but rather, he is the agent and President of a closely-held corporation, Sue Ken, Inc., a Nevada corporation, which contracts directly with the District to fill the position of Eureka High School Principal. (See copy of the current contract between the District and Sue Ken, Inc., dated December 14, 2010, attached hereto as Exhibit 1, specifically providing that Ken Fujii is not an employee of the school district; see also the Independent Contractor Agreement between the District and Sue Ken, Inc., a.k.a. Ken Fujii, dated April 13, 2010, attached hereto as Exhibit 2).

4. At all times relevant to this Request, there was in force and effect District Personnel Policy 4120 regarding the appointment of extra-curricular positions. Prior to May 19, 2010, District Personnel Policy 4120 provided: "The high school principal (principal) will post a list of all extracurricular and athletic positions, at each school prior to the end of each school year. The principal will attempt to fill all extra-curricular positions from qualified of the District's certified staff. Positions that remain unfilled by certified staff will be offered to qualified members of the community." (See original District Policy 4120, attached hereto as Exhibit 3).

5. District Personnel Policy 4120 was revised on May 19, 2010. As revised, District Policy 4120 provides: "An end-of-term performance evaluation will be conducted by the principal and/or athletic director. The high school principal [principal] will post a list of all extra-curricular positions at each school prior to the end of the school year. The principal will attempt to fill all extracurricular positions from qualified District certified employees. Positions that remain unfilled by certified employees will be offered to qualified district employees and members of the community." (See Revised District Policy 4120, attached hereto as Exhibit 4).

6. I have been informed by District Personnel and Payroll clerk, Devanie Etchegaray, that "certified staff" and "certified employees," as used in District Policy 4120, are limited to licensed educators employed by the District.

7. Ken Fujii is neither a member of the District certified staff, nor a District certified employee. Rather, he is the agent and President of Sue Ken, Inc., which is an Independent Contractor of the District. (See Exhibits 1 and 2).

8. On or about March 3, 2009, I was evaluated by Ken Fujii regarding my position as Head Girls Basketball coach. During said evaluation, I received extensive criticism from Ken

Fujii, but was ultimately informed that my evaluation was satisfactory.

9. Approximately two weeks after my initial evaluation, a meeting was held between Ken Fujii, District Athletic Director, Elmer Porter (who is also Head Boys Basketball Coach), and me. At the end of this short meeting, I was informed that, after holding the position for eight years, I would not be retained as the Head Girls Basketball Coach in the upcoming season because a District certified employee had applied for the position. Neither Principal, Ken Fujii, nor Athletic Director, Elmer Porter, revealed the identity of the certified employee who had applied for the position.

10. The next day, Athletic Director, Elmer Porter, called me in for another meeting and informed me that it was Principal, Ken Fujii, who had applied for the Head Girls Basketball Coach position.

11. Shortly after my meeting with Athletic Director, Elmer Porter, I met with District Superintendent, Ben Zunino. During this meeting, I inquired how, based on District Personnel Policy 4120, Ken Fujii could hire himself for the Head Girls Basketball coaching position. The meeting lasted approximately 15 minutes and I did not receive an answer to my inquiry.

12. Shortly after my meeting with District Superintendent, Ben Zunino, I was asked to attend another meeting with Athletic Director, Elmer Porter, and Principal, Ken Fujii. During this meeting, it was explained to me that Ken Fujii was not a member of the District's certified staff; therefore, a final decision regarding the Girls Head Basketball coaching position could not be made. The tone of this and the earlier meetings with Principal, Ken Fujii, and Athletic Director, Elmer Porter, were highly contentious and I felt increasing pressure to resign as Head Coach of the Girls Basketball program. Nevertheless, I informed Porter and Fujii that I was willing to compete against Fujii for the position.

13. Shortly after this last meeting with Fujii and Porter, I sent letters to the Eureka County Board of School Trustees (hereinafter referred to as the "School Board"), and attended School Board meetings, asserting that Principal, Fujii, and Athletic Director, Porter, were failing to follow District policies.

14. Several weeks after I approached the School Board, a hiring committee was formed to consider the appointment of the Head Girls Basketball coaching position. The committee included subordinates of Ken Fujii, including Athletic Director, Elmer Porter, and a teacher at Eureka County High School, as well as a District School Board member. The hiring committee interviewed me and Ken Fujii. Shortly after the interviews, I was notified that Ken Fujii had been selected for the position.

15. Following the hiring of Principal, Fujii, as Head Girls Basketball Coach, I followed up with additional complaints to the District School Board about the administration failing to follow the District Personnel Policy 4120 (Exhibit 3) and I asserted that there was a conflict of interest.

16. In response to my complaints and allegations of a conflict of interest, the District

School Board, at the request of the Superintendent, created a committee to rewrite District Personnel Policy 4120. This committee consisted of Principal (and Head Girls Basketball Coach), Ken Fujii, Athletic Director (and Head Boys Basketball Coach) Porter, and Eureka County High School Counselor, Winnona Eversgerd.

17. During the revision procedure, Principal (and Head Girls Basketball Coach), Fujii, and Athletic Director (and Head Boys Basketball Coach), Porter, proposed the following amendments to the District Personnel Policy 4120:

“If the overall performance of an advisor or coach is considered satisfactory by the principal and athletic director, that position will not be advertised as open and the individual coach/advisor will be retained for the following year. . . . The principal will attempt to fill all open extra-curricular position from qualified members of the District’s certified staff. Positions that remain unfilled by certified staff will be offered to other qualified district employees and members of the community. The building principal may limit the number of extra-curricular positions an individual may be granted in any particular school year.”

(See Principal, Ken Fujii, and Athletic Director, Elmer Porter’s, proposed revision to District Personnel Policy 4120, attached hereto as Exhibit 5) (proposed amendments emphasized in original).

18. If adopted, the revisions to District Personnel Policy 4120 proposed by Principal (and Girls Head Basketball Coach), Ken Fujii, and Athletic Director (and Boys Head Basketball Coach), Elmer Porter, would have enabled Principal, Ken Fujii, to continue as the Head Girls Basketball Coach indefinitely, subject only to a “satisfactory” evaluation by himself and his subordinate, Athletic Director, Elmer Porter. I respectfully submit that the proposed revisions to District Personnel Policy 4120 (Exhibit 5), constituted an attempt by Principal, Fujii, and his subordinate, Athletic Director, Porter, to secure unwarranted privileges, preferences, and advantages for themselves, in violation of NRS 281A.400(2); an attempt by Principal, Fujii, to benefit his personal or financial interest through the influence of his subordinate Athletic Director, Porter, in violation of NRS 281A.400(9); and the pursuit by Principal, Fujii, of other employment or contracts through the use of his official position, in violation of NRS 281A.400(10).

19. Ultimately, the revisions proposed by Principal, Fujii, and Athletic Director, Porter, were not approved by the District School Board. (See the final revision to District Personnel Policy 4120, adopted on May 19, 2010, attached as Exhibit 4).

20. I submitted my own proposed revision to District Personnel Policy 4120 which prescribed a specific hiring process and a procedure for handling conflicts of interest, attached hereto as Exhibit 6, which were not adopted by the School Board.

21. District Personnel Policy 4120, as revised on May 19, 2010, provides that “An

end-of-term performance evaluation will be conducted by the principal and/or athletic director. . . . Conflicts of interest issues concerning the selection, supervision and evaluation of extra-curricular positions will be addressed through ECSD Policy #4125.” (Exhibit 4).

22. District Personnel Policy 4125 provides in part:

“All employees of the Eureka County School District shall be governed by the laws of the State of Nevada in regard to conflicts of interest in their employment and in particular the following Nevada Revised Statutes which apply consistent with the provisions of NRS 281.481 and NRS 281.230. A code of ethical standards is hereby [sic] established to govern the conduct of the District’s officials and employees.”

* * *

2. An official or employee shall not use his/her position with the District to secure or grant unwarranted privileges, preferences, exemptions, or advantages for himself/herself, any member of his/her household, any business entity in which she/he has a significant pecuniary interest, or any other person.

(See District Personnel Policy 4125, attached hereto as Exhibit 7).

23. I respectfully submit that there is a continuing conflict of interest regarding the Head Girls Basketball and Head Boys Basketball coaching positions and the application of District Personnel Policy 4120, as revised on May 19, 2010. Pursuant to the policy, Principal, Ken Fujii, is responsible for conducting his own performance evaluation as Head Girls Basketball Coach, in violation of NRS 281A.400(2), and/or his performance evaluation is to be conducted by his subordinate, Athletic Director, Porter, in violation of NRS 281A.400(9).

24. I have applied for the position of Head Girls Basketball Coach each year since I was replaced by Principal, Ken Fujii, following the 2008-2009 season. Each year, a hiring committee has been formed to consider the appointment of the position. Each year, Principal, Fujii, has been selected over me.

25. The composition of the hiring committee has varied each year. In the spring of 2010, the committee included five members: Athletic Director, Elmer Porter; Eureka Elementary School Counselor, Mark Martinsen; two individuals from White Pine County; and one individual who works at a mining company.

26. Upon my application for the Head Girls Basketball coaching position for the 2011-2012 season, the hiring process consisted of Athletic Director, Elmer Porter and Eureka Elementary School Counselor, Mark Martinsen reviewing my and Principal, Ken Fujii’s respective resumes. Once again, they selected, Principal, Ken Fujii, for the position.

27. As point of reference, the last three years of my appointment as Girls Head

Basketball Coach, I lead my team to two appearances at the Single "A" Final Four and one appearance to the Single "A" regional semi-finals. My teams compiled an overall record of a 63 wins and 9 losses, with three conference titles (some years there was a tie for first), and two appearances in the State Final Four playoffs. Since Principal, Ken Fujii, has been the Girls Head Basketball Coach, the team has had two appearances in the Final Four and one appearance in the regional semifinals. In summary, our team results are comparable. The District's primary explanation for my termination as the Head Girls Basketball coach was that under Principal, Ken Fujii, the program would win a State Championship, which has not occurred.

28. When I informed Athletic Director, Elmer Porter, that I was applying for the Girls Head Basketball coach position in the Spring of 2011, his reply was that he would have to talk to Principal, Ken Fujii. It is my position that there should be no reason for Athletic Director, Porter, to confer with Principal Fujii regarding the Girls Head Basketball coach position. I respectfully submit that this is evidence of a biased selection process regarding the Girls Head Basketball coaching position and further evidence that: (a) Athletic Director, Porter, is acting as a subordinate of Principal, Ken Fujii; (b) Principal, Ken Fujii, attempted to benefit his personal or financial interest through the influence of his subordinate Athletic Director, Porter, in violation of NRS 281A.400(9); and (c) Principal, Fujii, sought other employment or contracts through the use of his official position, in violation of NRS 281A.400(10).

29. In the Spring of 2012, Principal Ken Fujii and Athletic Director Porter instituted a new method of evaluating extracurricular position (Exhibit 13). This process includes a self-evaluation and post evaluation. I have no problem with the theory of such a process. However, the Eureka County School Board did not approve this new method and both individuals have pecuniary interest in self-evaluations. They are the primary administrators of the extracurricular activities and both hold Head Coaching positions. Also, no public declaration of a conflict of interest has occurred. This information supports the submissions in paragraph 34.

30. I have approached the School Board and asserted that there is a conflict of interest regarding the Head Girls Basketball coaching position, the evaluation of coaches' performance, and the appointment of extra-curricular activities personnel in general. To this date, no formal board action has been publicly taken to address these conflicts of interest and District administrators have failed to provide me with clarification regarding who is responsible for the supervision and evaluation of the respective coaches. (See the official District Policy regarding Personnel members' lines of authority, which fails to address this inherent conflict, attached hereto as Exhibit 8 and 9).

31. At this time, I feel that I have exhausted all administrative remedies and have been left with no choice but to submit this Request for Opinion to the Commission on Ethics.

SUMMARY

32. I respectfully submit that Principal, Ken Fujii, was and is currently in violation of NRS 281A.400(2) and NRS 281A.400(10) in that he has used his contractual position to his advantage in order to influence my firing as the Eureka County High School Head Girls Basketball coach and his subsequent hiring and re-hiring for the position in 2009, 2010, 2011,

and probably 2012.

33. It is my contention that Ken Fujii violated NRS 281A.400(9) in that he has attempted, and in fact succeeded in benefitting his financial interest through the influence of a subordinate, namely Athletic Director, Elmer Porter. As I stated above, I was initially terminated from the position of Head Girls Basketball coach with the explanation from the Athletic Director, Elmer Porter, and Principal, Ken Fujii, that a certified staff member had applied for the position, and that, pursuant to Personnel Policy 4120, the certified staff member would be appointed to the position over me, as I was and still am not a certified employee. Only after I challenged this decision was I informed by the Athletic Director that it was actually Principal, Ken Fujii, who was applying for the position. Principal, Ken Fujii, is not a certified employee, but rather, an independent contractor of the District. (See Exhibits 1, 2, and 3). Further, upon notifying Athletic Director, Elmer Porter, of my intention to apply for the Head Girls Basketball coaching position for the 2011-2012 season, he stated that he would have to speak with Principal, Ken Fujii, regarding how to proceed. It is my contention that this, at best, gives the appearance of impropriety and that it is evidence that Principal, Ken Fujii, was using his influence over Athletic Director, Porter, to benefit his own personal and financial interests.

34. I further respectfully submit that Ken Fujii is in violation of NRS 281A.400(2), NRS 281A.400(9), NRS 281A.400(10), and NRS 281A.420(1 and 3) in regard to the implementation of revised District Personnel Policy 4120 (Exhibit 4), which provides that Ken Fujii is to be evaluated regarding his performance as Girls Head Basketball coach by himself and/or his subordinate, Athletic Director, Elmer Porter. The most recent District Personnel organizational chart as approved by the School Board, does not address the authority and/or reporting or supervising relationship between the Principal and Athletic Director. (See District Personnel Policy 4115.2 AR, attached hereto as Exhibit 9). However, upon information and belief, Athletic Director, Porter, receives direction and/or supervision from Principal, Ken Fujii. Furthermore Mr. Porter's primary employment contract as System's Engineer, establishes him with certified employee rights (see exhibit 10). Therefore, he is directly under the Principal's authority as certified staff (exhibit 9). There has been no public disclosure concerning this newly implemented self-evaluation policy (2102) provided by District Personnel Policy 4120 (Exhibit 4) and Ken Fujii has not declared a conflict of interest in administrating this policy. Both Ken Fujii and Elmer Porter benefit financially from serving as basketball coaches and both individuals, either jointly or individually, are the primary administrators and supervisors of all extra-curricular paid positions, including their respective coaching positions (Exhibit 14).

35. I further conclude that Superintendent Ben Zunino, who claims to be an employee of Benary, Ltd not an employee of the Eureka County School District. Mr. Zunino is the agent and President of a closely-held corporation, Benary Ltd., a Nevada corporation, which contracts directly with the District to fill the position of Eureka High School Superintendent. (See copy of the current contract between the District and Benary Ltd., dated December 14, 2010, attached hereto as Exhibit 11, specifically providing that Ben Zunino is not an employee of the school district;). Mr. Zunino will probably claim to be supervisor of both Ken Fujii and Elmer Porter just in the case of the Girls Head Basketball Coach position and the Boys Head Basketball Coach position, respectively. The Eureka County School District Policy 2120 _ Superintendent of Schools, paragraph 5, states "Assignment, transfer and promotion of all employees of the

county school district shall be made by the superintendent with the approval of the board” (exhibit 12). Pursuant to this policy, the Superintendent does not have the authority to circumvent the authority and responsibility in Eureka County School District policy 4120 (exhibit 4) because there has been no board approval. If the Eureka County School Board claims that they gave the Superintendent this specific authority, then the board has violated the Open Meeting Law. Since 2009, there has been no board action for such an approval.

36. I believe that I have exhausted all available administrative remedies and have been left with no choice but to file the instant Request for Opinion with the Commission on Ethics.

Respectfully Submitted,


MICHAEL REBALEATI

#4.

a) Name and Title:

Ben Zunino
Eureka County School District Superintendent
President of Benary Ltd.
P.O. 249
Eureka, NV 89316
(775) 237-5700

Acting as an Independent Contractor in the role of Eureka County Superintendent, Mr. Zunino is the direct supervisor to Eureka High School Principal Ken Fujii.

b) Name and Title:

Elmer Porter
Eureka County School District System Engineer and Athletic Director
P.O. 249
Eureka, NV 89316
(775) 237-7308

Mr. Porter's primary position at the Eureka County School District is System Engineer but he also serves as the District's Athletic Director and the High School Boys Basketball Head Coach. As the Athletic Director and the High School Boys Basketball Head Coach, Mr. Porter works directly under the supervision of High School Principal Ken Fujii.

c) Name and Title:

Devanie Etchegaray
Eureka County School District Personnel and Payroll
P.O. 249
Eureka, NV 89316
(775) 237-5373

Mrs. Etchegaray's is in charge of the Eureka County School District Personnel and Payroll. She procures all personnel records and payroll payments.

d) Name and Title:

Winnona Eversgerd
Eureka High School Counselor
P.O. 249
Eureka, NV 89316
(775) 237-5361

Mrs. Eversgerd is the Eureka High School Counselor who works directly under the supervision of Ken Fujii. She served on the committee to revise the Eureka County School District Policy 4120.

e) Name and Title:

Mark Martinsen
Eureka High School Counselor
P.O. 249
Eureka, NV 89316
(775) 237-5700

Mr. Martinsen is the Eureka County School Districts Curriculum director. He has served on each selection committee in 2009, 2010, and 2011 for the Eureka High School Girls Basketball Head Coach position.

EXHIBIT 1

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

(Principal of Eureka County High School)

This Agreement is made and entered into on the 14 day of DECEMBER, 2010 by and between the EUREKA COUNTY SCHOOL DISTRICT, of P.O. Box 249, Eureka, NV 89316 ("SCHOOL DISTRICT"), and SUEKEN, INC., a Nevada corporation, of 1575 East Lake Blvd, Carson City, NV 89704 ("CONTRACTOR"), as follows:

RECITALS:

WHEREAS, NRS 391.100 authorizes the SCHOOL DISTRICT to employ all necessary professionals for the operation of the schools within the district; and

WHEREAS, SCHOOL DISTRICT requires the service of a duly qualified and licensed professional to provide service as principal of Eureka County High School; and

WHEREAS, CONTRACTOR has as its employee Ken H. Fujii, who CONTRACTOR represents is duly qualified, properly licensed, and capable to render service as principal of Eureka County High School; and

WHEREAS, **CONTRACTOR has provided services to SCHOOL DISTRICT as an independent contractor and not as an employee** pursuant to a written agreement between the parties dated April 7, 2009; and

WHEREAS, the parties desire to continue their relationship as independent contractors, and by this writing the parties intend to memorialize their understanding and agreement.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **Services Provided.** CONTRACTOR agrees that for the term of this Agreement, it shall perform the duties of Principal of Eureka County High School, as such duties are prescribed by the laws of the State of Nevada and the rules and regulations of SCHOOL DISTRICT now in effect or as hereafter may be promulgated, by and through the service of Ken H. Fujii, as an independent contractor and not as an employee of SCHOOL DISTRICT, including the following (the "Services"):
 - i. Support and monitor the curriculum of the SCHOOL DISTRICT so that quality education is continually provided;
 - ii. Identify appropriate instructional supplies, programs, services, and resources so that curriculum objectives may be effectively implemented;
 - iii. Supervise and evaluate the certified and classified personnel staff;
 - iv. Implement and manage a model of discipline based upon respect, equity, and consistency, which promotes a safe and focused learning environment, and
 - v. Effectively communicate with staff, parents, and students in order to promote an atmosphere of cooperation and collegiality.

Any additional Services provided by CONTRACTOR shall be listed on Exhibit A, attached hereto.

2. **Term.** The term of this Agreement shall be for an initial period of one and one-half (1 ½) years, beginning on January 1, 2011, and ending on June 30, 2012, for the school years 2010-2011 (half year) and 2011-2012.
3. **Termination.** Notwithstanding the provisions of Paragraph 2, above, this Agreement may be terminated: (a) in the event a party breaches this Agreement and the breach continues for a period of thirty (30) days following issuance of a notice of breach and opportunity to cure; (b) in the event a party fails to pay money, provide evidence of insurance, or commits any other breach involving the payment of money, and the breach continues for a period of ten (10) days following the issuance of a notice of breach and opportunity to cure, and (c) in the event of a loss of licensure or disqualification of a party from state or federal procurement programs. Upon termination, SCHOOL DISTRICT shall pay CONTRACTOR only the amount due for Services rendered through the date of termination. No severance or additional compensation shall be due or payable.
4. **Compensation.** In consideration of the Services to be provided hereunder, SCHOOL DISTRICT shall pay CONTRACTOR the sum of One Hundred Three Thousand, Two Hundred Fifty Three Dollars (\$103,253), per year, to be paid monthly, following issuance of an invoice by CONTRACTOR to SCHOOL DISTRICT. The invoice shall be issued by the fifth (5th) day of the month following the performance of the Services, and payment shall be made within fifteen (15) days following issuance of the invoice. CONTRACTOR is responsible for payment of its own federal tax and withholding. CONTRACTOR shall complete and provide SCHOOL DISTRICT an IRS Form W-9.
5. **Office Space; Transportation, and Lodging Expenses.** As an independent contractor, CONTRACTOR shall provide its own office space, furniture, fixtures, equipment, supplies, transportation and lodging, and no office expense, supplies, transportation, lodging, or meal expenses shall be paid or reimbursed to CONTRACTOR, except as expressly set forth herein. For the convenience of students, staff, parents and the public, CONTRACTOR shall be afforded the use of the "principal's office" at Eureka County High School to conduct business related to CONTRACTOR's duties as Principal of the school. CONTRACTOR shall be responsible its own transportation to and from its company office. To the extent CONTRACTOR's employee occupies housing owned by SCHOOL DISTRICT, CONTRACTOR shall pay the utilities and rental value established by SCHOOL DISTRICT. CONTRACTOR shall pay and be responsible for the payment of its own licensing, continuing educational credits for its employees, office space, furniture, fixtures, equipment, utilities, dues, subscriptions, etc.
6. **Relationship of the Parties.** The parties acknowledge and agree that CONTRACTOR is an independent contractor and not an employee of SCHOOL DISTRICT, and nothing contained herein should be deemed or construed as creating an employment relationship, partnership, or joint venture. Accordingly, there shall be NO:

- a. Withholding of income taxes by SCHOOL DISTRICT from the compensation paid CONTRACTOR;
- b. Participation or contributions by or for CONTRACTOR to the Public Employees Retirement System;
- c. Participation by CONTRACTOR in any group health, disability, life insurance, death benefits, compensation increases, or bonuses which may be in effect for or granted to employees of SCHOOL DISTRICT;
- d. Accumulation of vacation leave, sick leave, or other benefits afforded to employees of SCHOOL DISTRICT;
- e. Unemployment insurance coverage or workers' compensation insurance coverage paid by SCHOOL DISTRICT for CONTRACTOR.

No acts or agreements may be made or entered into by CONTRACTOR binding SCHOOL DISTRICT or the Board of School Trustees unless and until authorized by the President or Clerk. CONTRACTOR shall not hold itself out as an employee of SCHOOL DISTRICT, and CONTRACTOR shall not be treated as an employee of SCHOOL DISTRICT.

7. **Indemnity.** CONTRACTOR agrees to indemnify, defend, and hold harmless the SCHOOL DISTRICT, its trustees, administrators, managers, directors, officers, employees, and agents, from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the negligent performance of CONTRACTOR, its directors, officers, employees or agents under this Agreement, to include providing a defense and all attorney's fees and costs.
8. **Insurance.** CONTRACTOR will provide its own accident and liability insurance coverage, to include without limitation automobile insurance, with limits reasonably acceptable to SCHOOL DISTRICT, and CONTRACTOR will provide to SCHOOL DISTRICT proof thereof. The insurance shall include a commitment by the insurer that the insurance shall not be cancelled, terminated, or allowed to lapse without at least thirty (30) days prior written notice to SCHOOL DISTRICT.

CONTRACTOR understands and agrees that CONTRACTOR is solely responsible to provide and maintain its own workers' compensation insurance policy, unemployment compensation coverage or any other federal, state, county, municipal or other governmentally mandated insurance coverage associated with CONTRACTOR's business, trade, or profession. SCHOOL DISTRICT may require from CONTRACTOR a true and correct copy of the original written proof or certificate of coverage for any insurance coverage required under this Agreement or by law.

9. **Confidentiality; Compliance with the Law.** In the performance of its duties and responsibilities hereunder, CONTRACTOR shall receive, develop, acquire, and otherwise have access to and become acquainted with confidential information regarding students of SCHOOL DISTRICT, and CONTRACTOR agrees to keep all confidential information regarding students and their educational records confidential and to comply with the requirements of state and federal law, including but not limited to the Family Educational Rights and Privacy Act. In addition, to the extent the SCHOOL DISTRICT becomes subject

of any state or federal audit, investigation, or proceeding, CONTRACTOR agrees to participate in and cooperate with SCHOOL DISTRICT in such audit, investigation or proceeding, and keep and maintain the confidentiality of all confidential information received during the course thereof.

10. **No Exclusivity.** This is not an exclusive contract. Either party is free to contract with others for the same or similar services as those provided for herein.

11. **Miscellaneous.**

- a. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties and supersedes any and all other agreements, communications, understandings, promises, stipulations, arrangements, whether any of the same be either oral or in writing, or express or implied, between the parties hereto with respect to the subject matter hereof. Except as otherwise provided herein, no change or modification of this Agreement shall be valid or binding unless the same is in writing and signed by the parties.
- b. **Waiver.** The claimed waiver of any provision of this Agreement shall not be valid or enforceable unless such waiver is in writing and signed by the party or person to be charged, and no waiver of any provision hereof shall be deemed or construed as a waiver of the same or any different provision in the future.
- c. **Severability.** In the event that any one or more of the provisions of this Agreement shall be held invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected thereby. In such cases, the remaining provisions of this Agreement shall remain fully enforceable to the maximum extent permitted by law.
- d. **Contractor's Certification.** CONTRACTOR certifies that neither it nor any of its employees, agents, or affiliates, nor any principal of any such entity is or has been suspended or debarred as an eligible individual or organization to receive federal, state, or local government funds, as listed on the Parties Excluded from Federal Procurement or state procurement programs, issued by the General Services Administration.
- e. **No Assignment.** Except as otherwise provided herein, neither party to this Agreement is permitted to assign, transfer, or delegate its rights, duties, or obligations under this Agreement without the prior written consent of the other party.
- f. **Attorney's Fees.** If either party brings an action or proceeding, whether in arbitration, to enforce, protect, or establish any right or remedy under this Agreement, the prevailing party to such action shall be entitled to recover from the other its reasonable attorney's fees and costs.

- g. Choice of Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Nevada.
- h. Arbitration of Disputes. The parties agree that any claim or dispute hereunder which the parties cannot resolve through good faith mediation within ten (10) days, shall be settled by arbitration, to be conducted by a single arbitrator selected by the parties, and in the event they cannot agree upon an arbitrator, the arbitrator shall be selected as provided for in Chapter 38 of the Nevada Revised Statutes, and in accordance with such statutes.
- i. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit and detriment of the parties thereto, and their respective heirs, personal representatives, successors and permitted assigns.
- j. Gender and Number. As used in this Agreement, the masculine, feminine, or neuter gender, and the singular or plural number, shall be considered to include the others whenever the context so requires.

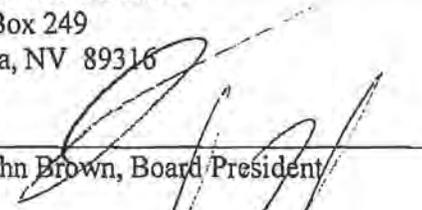
IN WITNESS WHEREOF, the parties hereto have caused this contract and intend to be bound hereby.

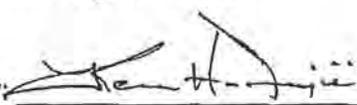
SCHOOL DISTRICT:

CONTRACTOR:

Eureka County School District, a Nevada
Public School District
P.O. Box 249
Eureka, NV 89316

Sueken, Inc., a Nevada corporation
1575 East Lake Blvd.
Carson City, NV 89704

By: 
John Brown, Board President

By: 
Ken H. Fujii, President

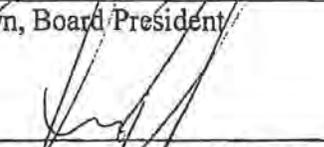
ATTEST: 
~~Bob Burnham, Board Clerk~~
ANNE KNIEFEL, ACTING

Exhibit A

Additional Services Provided

- 1. 2010-2011 School Year, Girls Basketball Coach
COMPENSATION: 9% of Base -

EXHIBIT "2"

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the "Agreement") is made this 14th day of April, 2010, by and between Eureka County Board of School Trustees (the "Board"), governing body of the Eureka County School District (the "District"), a political subdivision of the State of Nevada, and Ken Fujii, a.k.a. Sue Ken, Incorporated (the "Independent Contractor"), with reference to the following facts:

- A. The District is in the business of educating students in Eureka County.
- B. The Independent Contractor desires to serve as the Principal of Eureka County High School.
- C. The Board and the Independent Contractor desire to memorialize the terms and conditions of their agreement for the provision of services on the terms and conditions set forth herein.

Based upon the foregoing, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Contractual Engagement.
 - 1.1 Engagement of Independent Contractor. The Board desires the Independent Contractor to perform the following services as set forth in the attached job description of Principal, Eureka County High School.
 - 1.2 Services of Contractor. Independent Contractor agrees that during the term of this Agreement, he shall perform the duties of High School Principal for the Eureka County School District, as prescribed by the laws of the State of Nevada in accordance with the rules and regulations of the Eureka County School District now in effect or that may hereafter be promulgated by the Board.
 - 1.3 Independent Contractor Status: Authority. The Board and Independent Contractor acknowledge and agree that the Independent Contractor is an independent contractor and not an employee, partner, or joint venturer of Board or the District and that this Agreement creates no legal relationship between the Board nor the District and the Independent Contractor other than that of the independent contractor.

No acts of or agreements entered into by Independent Contractor shall be binding upon the District or the Board unless expressly authorized in writing by the President or Clerk of the Board. The Independent Contractor shall not hold himself out to be an employee of the District, and the Independent Contractor will not be treated as an employee of the District. If the District provides its

employees with any fringe benefits, including, but not limited to, any group insurance coverage, participation in any pension and/or profit-sharing including plans and trusts, vacation pay, disability pay, death benefits, and bonuses, the Independent Contractor shall not be entitled to receive any of them. The Independent Contractor is responsible for his own health insurance, worker's compensation insurance and maintenance of any benefits that he deems appropriate. The Independent Contractor is responsible for all costs of benefits and expenses associated with his occupation as more fully set forth in section 4 of this Agreement. No agreement shall be entered into by Independent Contractor on behalf of the Eureka County School District, without prior written approval by the Superintendent of the District.

1.4 Indemnification. The Independent Contractor, individually, and on behalf of his agents, representatives, heirs, successors, and assigns, agrees to indemnify, defend, and hold the District, its employees and the Board harmless from and against any and all claims, liabilities, losses, costs, demands, injuries, damages, judgments, and all expenses, legal or otherwise (including attorney's fees and court costs), or any kind or nature, pending or threatened, resulting from, growing out of, or in any way related to, directly or indirectly, this Agreement, the Independent Contractor's relationship with the District, the performance of services by the Independent Contractor on the District's behalf, the status of the Independent Contractor as an independent contractor under federal income tax laws and state law, and any unauthorized undertaking or commitment by the Independent Contractor.

2. Compensation.

2.1 Compensation for Services. In consideration for the services of the Independent Contractor provided under the terms of the Agreement, the Board agrees to pay to the Independent Contractor Eighty-Eight Thousand Nine Hundred Ten Dollars (\$88,910.00) for 210 days of services performed between July 1, 2010 and June 30, 2011. Independent Contractor agrees to work on all student contact days, unless directed by the contrary by the Superintendent.

3. Additional Benefits.

3.1 Sick Leave. Independent Contractor shall be entitled to fifteen (15) days of sick leave annually. Accumulated sick leave shall have no cash value at the termination of this contract.

3.2 Housing. During the term of this contract, Independent Contractor shall be entitled to a rent-free house located at 201 Sheridan Street, including utilities, with the exception of telephone and cable services.

4. Expenses and Control of Independent Contractor.

4.1 Control Over Services Performed. The duties of the Independent Contractor shall be defined by the Superintendent or his agent. The Superintendent or his agent and the Independent Contractor shall jointly determine a schedule for completion of the duties of the Independent Contractor.

4.2 Independent Contractor's Expenses. As an Independent Contractor, the Independent Contractor shall promptly pay all expenses pertaining to the Independent Contractor's business, including, but not limited to, premiums for worker's compensation and other industrial insurance coverage, federal and state income taxes, federal and state self-employment taxes, professional licenses, travel expenses, and all other expenses associated with the Independent Contractor's business.

5. Confidentiality and Protection of District Employees.

5.1 Confidentiality. The Independent Contractor recognizes that during the course of the provision of services under this Agreement, the Independent Contractor may receive, develop, otherwise acquire, have access to, or become acquainted with confidential information regarding students within the District and agrees to keep all information regarding students confidential and to comply with the Federal Education and Right to Privacy Act and any other and all applicable state and federal laws and/or codes.

6. Termination.

The District can terminate this agreement at any time for just cause by giving 30-days written notice to Independent Contractor. The provisions of Nevada Revised Statute 391 do not apply to the provisions of this agreement. Independent Contractor shall be able to terminate this agreement prior to the termination date for poor health (certified by a medical doctor), family emergency or if the District consents to terminating the agreement due to extenuating circumstances, or any time on giving 30-days written notice to the District.

7. Miscellaneous.

7.1 Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties and supersedes any and all other agreements, communications, understandings, promises, stipulations, arrangements, whether any of the same are either oral or in writing, or express or implied, between the parties hereto with respect to the subject matter hereof. Except as otherwise provided herein, no change or modification of this Agreement shall be valid or binding unless the same

shall be in writing and signed by the Independent Contractor. The waiver of any provision of this Agreement shall not be valid unless such waiver is in writing and signed by the party or person to be charged, and no waiver of any provision hereof shall be deemed or construed as a waiver of the same or any different provision in the future.

- 7.2 Severability. In the event that any one or more of the provisions or feature of this Agreement shall be held invalid, illegal, or unenforceable, in any respect, by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions and features contained herein shall not in any way be effected thereby. In such cases, the remaining provisions of this Agreement shall be fully enforceable to the maximum extent permitted by law.
- 7.3 Notices. All notices to terminate this Agreement shall be in writing and shall be considered given (a) upon personal service of a copy to the party to be served, or (b) forty-eight (48) hours after mailing such notice by certified or registered mail, postage prepaid, receipt for delivery requested, addressed to the party to be served and properly deposited in the United States mail. Notices shall be given to the parties at the addresses listed below the parties' signatures to this Agreement. Any change in the address of either party shall be given by the party having such change to the other party in the manner provided above. Thereafter, all notices shall be given in accordance with the notice of change of address. Notices given before actual receipt of the notice of change of address shall be invalidated by the change.
- 7.4 Attorney's Fees. If either party brings any action or proceeding, including arbitration, to enforce, protect, or establish any right or remedy under the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs.
- 7.5 Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.
- 7.6 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit and detriment of the parties hereto and their respective heirs, personal representatives, successors, and assigns.
- 7.7 Gender and Number. As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each be considered to include the others whenever the context so indicates.
- 7.8 Non-Assignment. It is agreed that the parties' rights and obligations under the term of this Agreement are not assignable.

In Witness Whereof, this Agreement has been executed as of the date first above written.

INDEPENDENT CONTRACTOR:

DISTRICT:

Sue Ken, Incorporated
1575 East Lake Blvd.
Carson City, NV 89704

Date Signed

Eureka County School District
A political subdivision of the
State of Nevada

By _____
John Brown, President
Eureka County Board of
School Trustees

Date Signed

4-13-10

Note: Section 4.3 "Independent Contractor's Provision of General Liability Insurance" removed from the current contract. This section was in the prior year contract, but was removed because the district's insurance structure is currently providing liability coverage for all staff.

EXHIBIT “3”

EUREKA COUNTY SCHOOL DISTRICTAPPOINTMENT OF EXTRA-CURRICULAR ACTIVITIES

The Eureka County Board of School Trustees (Board) understands and recognizes the importance of inter-scholastic athletics and other extra-curricular activities in the overall development of students. To the degree that annual revenues are sufficient, the District will attempt to sponsor a wide array of such extra-curricular opportunities for its students. When annual revenues are insufficient, the District will attempt to staff various extra-curricular opportunities through the use of volunteers, who will be subject to Personnel Policy #4100. "Volunteers in the Schools."

Appointments of any an all extra-curricular positions will be made for only one year at a time and will be copied to the superintendent and Board. The high school principal (principal) will post a list of all extra-curricular and athletic positions, at each school prior to the end of each school year. The principal will attempt to fill all extra-curricular positions from qualified of the District's certified staff. Positions that remain unfilled by certified staff will be offered to qualified members of the community. A member of the community who is hired in an extra-curricular capacity will assume all of the responsibilities of the program and will be paid according to the extra-curricular salary schedule. Positions that continue to remain unfilled will be discontinued and the particular program will be cancelled for the year.

ADOPTED: 07/28/92
REVISED: 10/13/98

EXHIBIT “4”

EUREKA COUNTY SCHOOL DISTRICT
APPOINTMENT OF EXTRA-CURRICULAR POSITIONS

The Eureka County Board of School Trustees [Board] understands and recognizes the importance of inter-scholastic athletics and other extra-curricular activities in the overall development of students. To the degree that annual revenues are sufficient, the District will attempt to sponsor a wide array of such extra-curricular opportunities for its students. When annual revenues are insufficient, the district will attempt to staff various extra-curricular opportunities through the use of volunteers, who will be subject to Personnel Policy #4100, "Volunteers in the Schools."

Extra-curricular positions are subject to "at will" procedures. The Principal, with the concurrence of the Athletic Director and Superintendent, reserves the right to remove the coach/advisor at any time in the event of serious violation(s) of school policies.

Appointments of any and all extra-curricular positions will be made for only one year at a time and will be copied to the superintendent and Board. An end-of-term performance evaluation will be conducted by the principal and/or athletic director. The high school principal [principal] will post a list of all extra-curricular positions at each school prior to the end of the school year. The principal will attempt to fill all extra-curricular positions from qualified District certified employees. Positions that remain unfilled by certified employees will be offered to qualified district employees and members of the community. The principal may limit the number of extra-curricular positions an individual may be granted in any particular school year, based on excessive, required absences from school; impact on teaching time; and overall performance. A member of the community who is hired in an extra-curricular capacity will assume all the responsibilities of the program and will be paid according to the extra-curricular salary schedule. Positions that continue to remain unfilled will be discontinued and the particular program will be cancelled for the year.

All selected coaches will have to meet the following requirements:

1. First Aid/CPR classes – 1 month from hire date (depending on availability)
2. Required NIAA Coaching Classes – 6 months from hire date

All hiring practices and procedures are based on ECSD Policy #4115. Conflict of interest issues concerning the selection, supervision and evaluation of extra-curricular positions will be addressed through ECSD Policy #4125.

ADOPTED: 07/28/92

REVISED: 10/13/98

REVISED: 05/19/10

EXHIBIT "5"

Ken's
Version

EUREKA COUNTY SCHOOL DISTRICT

APPOINTMENT OF EXTRA-CURRICULAR POSITIONS

The Eureka County Board of School Trustees [Board] understands and recognizes the importance of inter-scholastic athletics and other extra-curricular activities in the overall development of students. To the degree that annual revenues are sufficient, the District will attempt to sponsor wide array of such extra-curricular opportunities for its students. When annual revenues are insufficient, the district will attempt to staff various extra-curricular opportunities through the use of volunteers, who will be subject to Personnel Policy #4100, "Volunteers in the Schools."

Appointments of any and all extra-curricular positions will be made for only one year at a time and will be copied to the superintendent and Board. **If the overall performance of an advisor or coach is considered satisfactory by the principal and athletic director, that position will not be advertised as open and the individual coach/advisor will be retained for the following year.** The high school principal [principal] will post a list of all **open** extra-curricular positions, including co-curricular and athletic positions, at each school prior to the end of each school year. The principal will attempt to fill all **open** extra-curricular positions from qualified members of the District's certified staff. Positions that remain unfilled by certified staff will be offered to **other qualified district employees and** members of the community. **The building principal may limit the number of extra-curricular positions an individual may be granted in any particular school year.** A member of the community who is hired in an extra-curricular capacity will assume all of the responsibilities of the program and will be paid according to the extra-curricular salary schedule. Positions that continue to remain unfilled will be discontinued and the particular program will be cancelled for the year.

EXHIBIT "6"

Rebaleati's
Version

EUREKA COUNTY SCHOOL DISTRICT
APPOINTMENT OF EXTRA CURRICULAR POSITIONS

The Eureka County Board of School Trustees (Board) understands and recognizes the importance of inter-scholastic athletics and other extra-curricular activities in the overall development of students. To the degree that annual revenues are sufficient, the Board will attempt to sponsor a wide array of such extra-curricular opportunities for its students. When annual revenues are insufficient, the Board will attempt to staff various extra-curricular opportunities through the use of volunteers, who will be subject to Personnel Policy #4100, "Volunteers in the Schools."

Extra-curricular positions are "at will". The Principal with the concurrence of the Superintendent reserve the right to remove the coach/advisor at any time in the event of serious violation(s) of school policies.

Appointments to all extra-curricular positions will be made for only one year at a time, and will be copied to the Superintendent and the Board. The current appointee holding a position will be given preference based on the following criteria:

- 1) prior success, and
- 2) high participation in the program, and
- 3) positive community relations, and
- 4) staying current with continuing education programs.

not to evaluation form

When a position becomes open, qualified members of the certified school staff will be given preference. When positions remain unfilled by certified staff, the application process will be opened to qualified members of the community.

Hiring Process:

The Board is committed to a fair hiring process. The selection of extra-curricular appointments will be made by the Principal and Athletic Director. Due to economic conditions, the Principal may act as the Athletic Director if no Director is hired. If there is no Athletic Director the selection of extra-curricular positions will be made by both the Superintendent and Principal. (When more than one qualified candidate applies for an open position, interviews will be held with the top candidates. Consistent and relevant questions will be asked of all candidates.) The following criteria will be the basis of the final selection:

- 1) all required certificates and qualifications must be current, including all NIAA requirements, and
- 2) fingerprinting and background checks have been completed and cleared, and
- 3) years of prior coaching/advisory experience, and
- 4) years of post high school education, and

5) leadership ability.

Conflicts of Interest

The Board's goal is to achieve and demonstrate a high standard of ethics. To carry out this goal, if there is a sufficient pool of qualified applicants either from certified staff or the community at large, the Superintendent, Principal, and Athletic Director are prohibited from filling extra-curricular activity positions. In the absence of a qualified applicant pool, the Superintendent, Principal, and Athletic Director may apply for extra-curricular position but must publicly declare their candidacy. If an extra-curricular position is filled by the Superintendent, Principal, or Athletic Director, it will be on a one year basis as all other appointees.

EXHIBIT "7"

EUREKA COUNTY SCHOOL DISTRICT

CONFLICT OF INTEREST

All employees of the Eureka County School District shall be governed by the laws of the State of Nevada in regard to conflicts of interest in their employment and in particular the following Nevada Revised Statutes which apply consistent with the provisions of NRS 281.481 and NRS 281.230. A code of ethical standards is hereby established to govern the conduct of the District's officials and employees.

1. An official or employee shall not seek or accept any gift, service, favor, employment, engagement, emolument, or economic opportunity which would tend improperly to influence a reasonable person in his/her position to depart from the faithful and impartial discharge of his/her District duties.
2. An official or employee shall not use his/her position with the District to secure or grant unwarranted privileges, preferences, exemptions, or advantages for himself/herself, any member of his/her household, any business entity in which she/he has a significant pecuniary interest, or any other person.
3. An official or employee shall not participate as an agent of the District in the negotiation or execution of a contract between the District and any private business in which she/he has a significant pecuniary interest.
4. An official or employee shall not accept any salary, retainer, augmentation, expense allowance, or other compensation from any private source for the performance of his/her duties as an official or employee.
5. If an official or employee acquires, through his/her District duties or relationships, any information which by law or practice is not at the time available to people generally, she/he shall not use the information to further the pecuniary interests of himself/herself or any other person or business entity.
6. An official or employee shall not suppress any District report or other document because it might tend to affect his/her pecuniary interests.

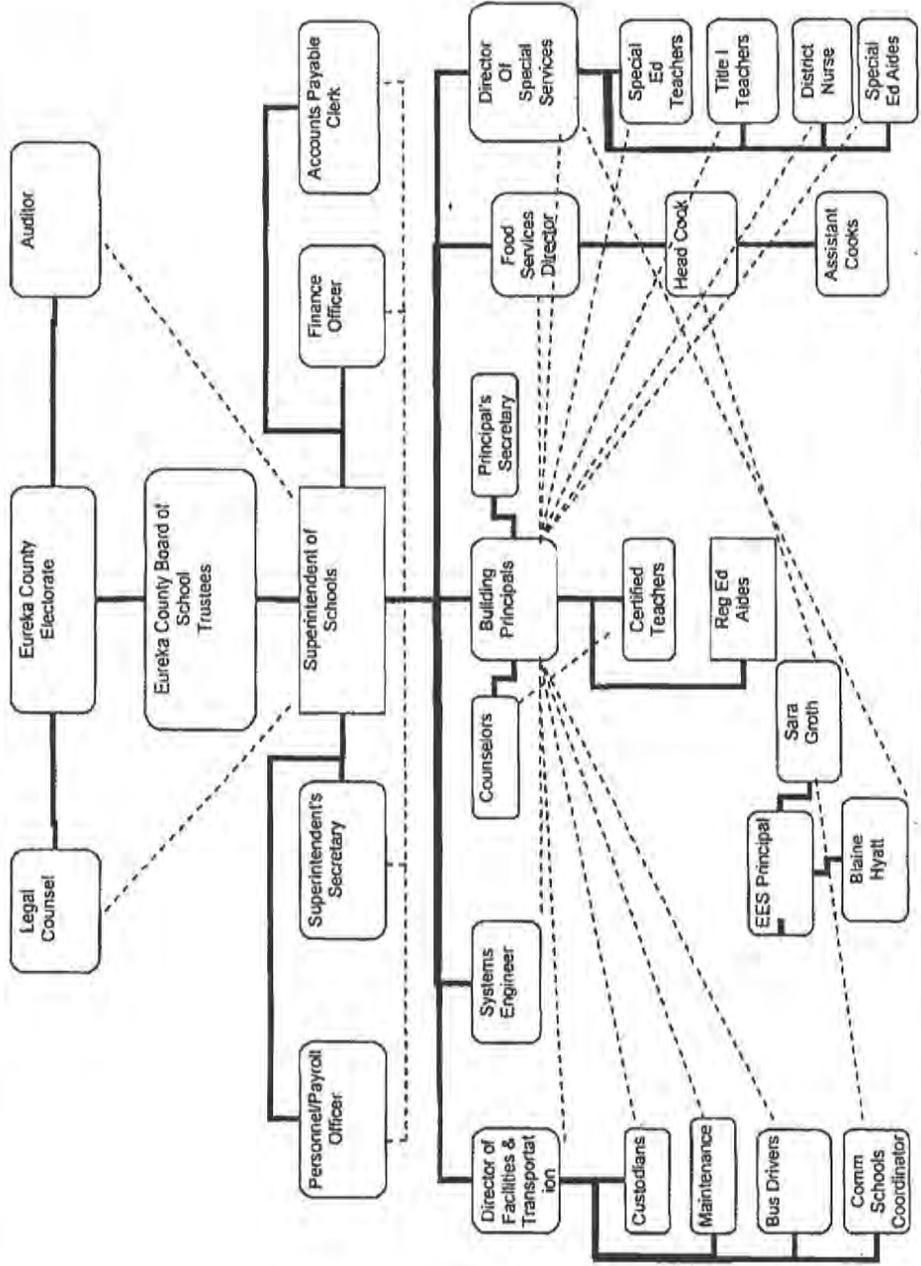
7. An official or employee shall not, in any manner, directly or indirectly, receive any commission, personal profit, or compensation of any kind resulting from any contract or other transaction in which the District is in any way interested or affected except:
 - a. A member of any board, commission, or similar body who is engaged in the profession, occupation, or business regulated by the board, commission or body may, in the ordinary course of his/her business, bid on or enter into a contract with any governmental agency, except the board or commission of which she/he is a member, if she/he has not taken part in developing the contract plans or specifications and she/he will not be personally involved in opening, considering, or accepting offers.
 - b. A public officer or employee, other than an officer or employee described in a. above, may bid on or enter into a contract with a governmental agency if the contracting process is controlled by rules of open competitive bidding, the sources of supply are limited, she/he has not taken part in developing the contract plans or specifications, and she/he will not be personally involved in opening, considering, or accepting offers.

EXHIBIT "8"

ADMINISTRATIVE REGULATION

Hiring, Transfer and Promotion

Line & Staff Chart, 1997-98



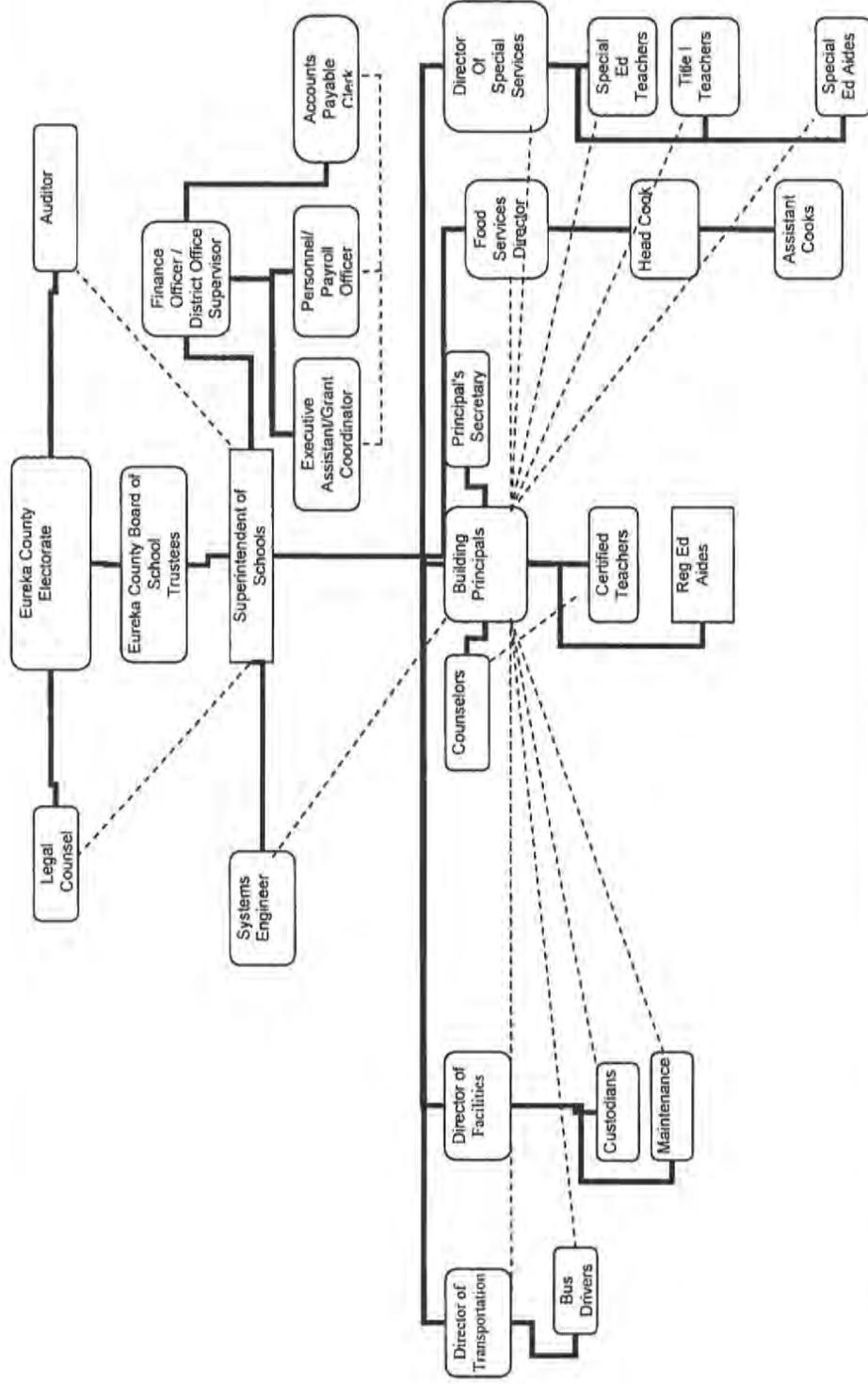
Lines of Direct Authority
 Lines of Consultation and Cooperation

EXHIBIT "9"

ADMINISTRATIVE REGULATION

Hiring, Transfer and Promotion

Line & Staff Chart, 2010-11



Lines of Direct Authority _____

Lines of Consultation and Cooperation - - - - -

ADOPTED: 11/18/97
 REVISED: 09/16/10

EXHIBIT "10"

EUREKA COUNTY SCHOOL DISTRICT*Employment Contract
System's Engineer*

The agreement, made and entered into by and between the Board of Trustees of the Eureka County School District, hereinafter referred to as the "Board" and Elmer D. Porter, hereinafter referred to as the "Engineer."

WITNESSETH:

That whereas, the Engineer has been offered employment by the Eureka County Board of School Trustees, and taken at its meeting on March 13, 2012, and in consideration of the terms, covenants and conditions hereinafter set forth, the parties hereby agree as follows:

1. Terms of Employment

That the Board has employed, and by these presents does hereby contract the employment of Elmer D. Porter, as an Engineer for the Eureka County School District for an annual period to include two hundred and twenty-five (225) work days, commencing the first day of July, 2012 and ending the last day of June, 2013.

2. Acceptance

The Engineer hereby accepts such employment for the term specified and agrees to perform the duties of Engineer for the Eureka County School District as prescribed by the laws of the State of Nevada in accordance with the rules and regulations of the Eureka County School District now in effect or that may hereafter be promulgated by the Board.

3. Salary

The Board shall pay, as salary to the Engineer and in consideration of the faithful performance of his duties as shall be prescribed by the Trustees, not less than the sum of eighty six thousand, five hundred forty seven dollars and eighty one cents (\$86,547.81), commencing the first day of July, 2011 and ending on the last day of June, 2012. The engineer will receive the same salary increase or decrease as the other professional staff members in the District if negotiated. Any adjustment in the salary of the Engineer made during the term of his contract shall be in the form of a written amendment to the agreement, which said amendment, upon execution, salary herein provided for shall be paid in twenty-six (26) equal installments in accordance with the policy of the Board governing payment of salaries of other professional staff members in the District.

4. Paid Time Off

The Engineer shall be entitled to fifteen-(15) days paid time off annually. The paid time off provisions herein contained are not intended as a supplement to the salary provisions of the contract. The accumulation and payment of unused paid time off shall be made according to section 9-3 of the most current Negotiated Agreement between the Eureka County School District and the Eureka County Teacher's Association.

5. Medical, Life Insurance

In addition to the compensation or other benefits herein provided for, the Board will secure and maintain, during the term of the contract, a policy of health, accident and life insurance covering the Engineer and his family in conformity with the group insurance program established by the District for its salaried personnel. The expense of all insurance benefits referred to in the paragraph shall be borne by the District.

6. Additional Benefits

In addition to the compensation or other benefits herein provided, the Engineer may choose to occupy school housing. However, the Engineer must adhere to the lease agreement and shall comply with all components of said agreement. All utility fees, i.e. propane, or natural gas, electricity & water/sewer, shall become the responsibility of the Engineer. The Board will provide for the payment of professional dues and fees, a school car and credit card to be used for school business only, subject to the approval of the Superintendent.

7. Dismissal for Cause

Throughout the term of the contract, or any extension hereof, the Engineer shall be subject to discharge for good and sufficient cause, which shall be generally construed to include those grounds set forth in NRS 391.312 for the dismissal of certified teachers. The Board agrees that it will not arbitrarily or capriciously discharge the Engineer and that, in the event of dismissal for cause, the Engineer shall be served with written notice of the charges, together with the hearing and procedural rights provided for under NRS 391.310 to 391.3196 inclusive.

8. Re-assignment of Duties

The Board reserves the right at any time during the term of the contract to re-assign the Engineer to other duties or services within the Eureka County School District, provided, however, that no reduction in salary shall be made by reason of such re-assignment.

9. State Certification

The Engineer shall maintain throughout the term of the contract a valid and appropriate certificate from the State of Nevada Department of Education certifying that he is qualified to teach computer science and shall furnish proof of such certification at such times as the Board may direct.

10. Medical Examination

The Engineer hereby agrees to undergo a comprehensive medical examination on an annual basis and agrees to provide a statement from the attending medical doctor certifying the physical and/or mental competence of the Principal which will be filed with the Superintendent and retained as confidential information in the office records of the school district.

11. Engineer's Duties, Authority.

a) The Engineer shall be responsible for the selection, approval, installation, setup, maintenance and improvement of all computers, computer systems or networks, software, peripherals and other technical devices or systems now in use or that may hereafter be purchased by the District. The Engineer shall work cooperatively and collegially with District personnel in order to develop a District-wide plan whose purpose it is to apply the benefits of technology to the enhancement of student learning opportunities and to make all managerial operations of the District and its personnel more efficient and expedient. It is agreed that he will devote all of his time, attention, knowledge and skills solely to the benefit and interest of the Eureka County School District. This provision shall not restrict the Engineer from performing consultative work, speaking engagements, writing, lecturing, or similar professional activities provided that advance approval thereof is first obtained from the Superintendent. The Engineer will at all times faithfully, industriously and to the best of his ability, expense and talents, perform all of the duties that may be required of him pursuant to the express and implicit terms hereof.

b) The Engineer shall confer with and furnish to the Superintendent or other District personnel such information and materials as are reasonably necessary to faithfully carry out the responsibilities of the Engineer's position. The Engineer shall be accountable only to the Superintendent.

c) Subject to prior approval, the Engineer may attend professional meetings and participate in technologically-related development opportunities, the expense thereof to be borne by the District.

d) As a specific condition of the employment contract, the Engineer shall be required to maintain his residence in Eureka County during the entire term hereof.

e) The Superintendent shall evaluate the Engineer in writing once (1) per year. The evaluation is due by April 1st of each year.

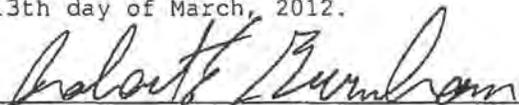
12. Modification

The contract, or any condition hereof, may be modified only by a written amendment duly executed by the respective parties hereto and no evidence of any waiver or modification of the agreement shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties hereto, unless such waiver or modification is in writing, duly executed as aforesaid.

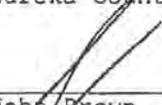
13. Automatic Extension of Contract

The failure of either party hereto to give notice in writing, not later than ninety (90) days prior to the termination of the contract, of the Engineer's or the Board's intention not to renew the contract will automatically result in a one year extension hereof under the same terms and conditions as herein contained.

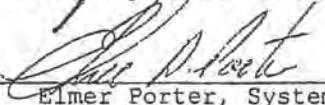
Dated: The 13th day of March, 2012.



Bob Burnham, President,
Eureka County Board of School Trustees



John Brown, Clerk
Eureka County Board of School Trustees



Elmer Porter, System's Engineer

Elmer Porter
Systems Engineer

EXHIBIT "11"

DECEMBER 14, 2010

**UPDATED CONTRACT BETWEEN
BENARY, LTD (BERNARD ZUNINO)
AND EUREKA COUNTY SCHOOL
DISTRICT**

COPY

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR
(Principal and Superintendent of Schools)

This Agreement is made and entered into on the 14 day of DECEMBER, 2010 by and between the EUREKA COUNTY SCHOOL DISTRICT, of P.O. Box 249, Eureka, NV 89316 ("SCHOOL DISTRICT"), and BENARY, LTD., a Nevada corporation, of 401 S. Main Street, Eureka, NV 89316 ("CONTRACTOR"), as follows:

RECITALS:

WHEREAS, NRS 391.100 authorizes the SCHOOL DISTRICT to employ a superintendent of schools, teachers, and all other necessary professionals for the operation of the schools; and

WHEREAS, SCHOOL DISTRICT requires the service of a duly qualified and licensed professional to provide service as superintendent of schools and as principal of Eureka Elementary School and Crescent Valley Elementary School; and

WHEREAS, CONTRACTOR has as its employee Bernard J. Zunino, Jr., who CONTRACTOR represents is duly qualified, properly licensed, and capable to render service as superintendent of schools for SCHOOL DISTRICT and principal of Eureka Elementary School and Crescent Valley Elementary School; and

WHEREAS, CONTRACTOR has provided services to SCHOOL DISTRICT as an independent contractor and not as an employee pursuant to a written agreement between the parties dated June, 2001, and extensions and addendum thereof and thereto; and

WHEREAS, the parties desire to continue their relationship as independent contractors, and by this writing the parties intend to memorialize their understanding and agreement.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **Services Provided.** CONTRACTOR agrees that for the term of this Agreement, it shall perform the duties of Superintendent of Schools and Principal of Eureka Elementary School and Crescent Valley Elementary School, as such duties are prescribed by the laws of the State of Nevada and the rules and regulations of SCHOOL DISTRICT now in effect or as hereafter may be promulgated, by and through the service of Barnard J. Zunino, Jr., as an independent contractor and not as an employee of SCHOOL DISTRICT, including the following (the "Services"):
 - a. **Superintendent of Schools Services:**
 - i. Organize, reorganize, and arrange the administration and supervisory staff, including instruction and business affairs, to best serve the interests of the SCHOOL DISTRICT;

- ii. Carry out all the duties of Superintendent of Schools as set out in the Nevada Revised Statutes, Nevada Administrative Code, as now in effect or as hereafter may be in effect from time to time;
 - iii. Select all personnel, subject to the approval of the Board of School Trustees as required by law or regulation;
 - iv. Suggest, from time to time, regulations, rules, policies, and procedures deemed necessary for the well being of the SCHOOL DISTRICT;
 - v. Perform all duties incident to the office of Superintendent of Schools, and
 - vi. Perform any such other duties, consistent with the professional role and responsibility of a Superintendent of Schools.
- b. Elementary School Principal Services:
- i. Support and monitor the curriculum of the SCHOOL DISTRICT so that quality education is continually provided;
 - ii. Identify appropriate instructional supplies, programs, services, and resources so that curriculum objectives may be effectively implemented;
 - iii. Supervise and evaluate the certified and classified personnel staff;
 - iv. Implement and manage a model of discipline based upon respect, equity, and consistency, which promotes a safe and focused learning environment, and
 - v. Effectively communicate with staff, parents, and students in order to promote an atmosphere of cooperation and collegiality.
2. Term.
- a. The term of this Agreement shall be for an initial period of three and one-half (3 ½) years, beginning on January 1, 2011, and ending on June 30, 2014, for the school years 2010-2011 (half year), 2011-2012, 2012-2013, and 2013-2014.
 - b. On or before March 31 of each year during the term of this Agreement the parties shall meet and review the Services provided by CONTRACTOR hereunder during the preceding calendar or fiscal year, and unless either party gives notice within thirty (30) days of the date of such meeting of its desire not to extend the term of this Agreement, the term of this Agreement shall be extended for an additional school year.
3. Termination. Notwithstanding the provisions of Paragraph 2, above, this Agreement may be terminated: (a) in the event a party breaches this Agreement and the breach continues for a period of thirty (30) days following issuance of a notice of breach and opportunity to cure; (b) in the event a party fails to pay money, provide evidence of insurance, or commits any other breach involving the payment of money, and the breach continues for a period of ten (10) days following the issuance of a notice of breach and opportunity to cure, and (c) in the event of a loss of licensure or disqualification of a party from state or federal procurement programs. Upon termination, SCHOOL DISTRICT shall pay CONTRACTOR only the amount due for Services rendered through the date of termination. No severance or additional consideration shall be due.

4. **Compensation.** In consideration of the Services to be provided hereunder, SCHOOL DISTRICT shall pay CONTRACTOR the sum of One Hundred Twenty Four Thousand Five Hundred Ninety Dollars (\$124,590), per year, to be paid monthly, following issuance of an invoice by CONTRACTOR to SCHOOL DISTRICT. The invoice shall be issued by the fifth (5th) day of the month following the performance of the Services, and payment shall be made within fifteen (15) days following issuance of the invoice. CONTRACTOR is responsible for payment of its own federal tax and withholding. CONTRACTOR shall complete and provide SCHOOL DISTRICT an IRS Form W-9.

5. **Office Space; Transportation, and Lodging Expenses.** As an independent contractor, CONTRACTOR shall provide its own office space, furniture, fixtures, equipment, supplies, transportation and lodging, and no office expense, supplies, transportation, lodging, or meal expenses shall be paid or reimbursed to CONTRACTOR, except as expressly set forth herein. For the convenience of students, staff, parents and the public, CONTRACTOR shall be afforded the use of the "principal's office" at Eureka Elementary School and Crescent Valley Elementary School to conduct business related to CONTRACTOR's duties as Principal of the school. CONTRACTOR shall be responsible its own transportation to and from its company office, but CONTRACTOR shall have the use of a vehicle owned by SCHOOL DISTRICT for transportation between school facilities or CONTRACTOR may charge SCHOOL DISTRICT its mileage for transportation between school facilities in accordance with IRS mileage rates and requirements. To the extent CONTRACTOR's employee occupies housing owned by SCHOOL DISTRICT, CONTRACTOR shall pay the utilities and rental value established by SCHOOL DISTRICT. CONTRACTOR shall pay and be responsible for the payment of its own licensing, continuing educational credits for its employees, office space, furniture, fixtures, equipment, utilities, dues, subscriptions, etc.

6. **Relationship of the Parties.** The parties acknowledge and agree that CONTRACTOR is an independent contractor and not an employee of SCHOOL DISTRICT, and nothing contained herein should be deemed or construed as creating an employment relationship, partnership, or joint venture. Accordingly, there shall be NO:
 - a. Withholding of income taxes by SCHOOL DISTRICT from the compensation paid CONTRACTOR;
 - b. Participation or contributions by or for CONTRACTOR to the Public Employees Retirement System;
 - c. Participation by CONTRACTOR in any group health, disability, life insurance, death benefits, compensation increases, or bonuses which may be in effect for or granted to employees of SCHOOL DISTRICT;
 - d. Accumulation of vacation leave, sick leave, or other benefits afforded to employees of SCHOOL DISTRICT;
 - e. Unemployment insurance coverage or workers' compensation insurance coverage paid by SCHOOL DISTRICT for CONTRACTOR.

No acts or agreements may be made or entered into by CONTRACTOR binding SCHOOL DISTRICT or the Board of School Trustees unless and until authorized by the President or

Clerk. CONTRACTOR shall not hold itself out as an employee of SCHOOL DISTRICT, and CONTRACTOR shall not be treated as an employee of SCHOOL DISTRICT.

7. **Indemnity.** CONTRACTOR agrees to indemnify, defend, and hold harmless the SCHOOL DISTRICT, its trustees, administrators, managers, directors, officers, employees, and agents, from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the negligent performance of CONTRACTOR, its directors, officers, employees or agents under this Agreement, to include providing a defense and all attorney's fees and costs.
8. **Insurance.** CONTRACTOR will provide its own accident and liability insurance coverage, to include without limitation automobile insurance, with limits reasonably acceptable to SCHOOL DISTRICT, and CONTRACTOR will provide to SCHOOL DISTRICT proof thereof. The insurance shall include a commitment by the insurer that the insurance shall not be cancelled, terminated, or allowed to lapse without at least thirty (30) days prior written notice to SCHOOL DISTRICT.

CONTRACTOR understands and agrees that CONTRACTOR is solely responsible to provide and maintain its own workers' compensation insurance policy, unemployment compensation coverage or any other federal, state, county, municipal or other governmentally mandated insurance coverage associated with CONTRACTOR's business, trade, or profession. SCHOOL DISTRICT may require from CONTRACTOR a true and correct copy of the original written proof or certificate of coverage for any insurance coverage required under this Agreement or by law.

9. **Confidentiality; Compliance with the Law.** In the performance of its duties and responsibilities hereunder, CONTRACTOR shall receive, develop, acquire, and otherwise have access to and become acquainted with confidential information regarding students of SCHOOL DISTRICT, and CONTRACTOR agrees to keep all confidential information regarding students and their educational records confidential and to comply with the requirements of state and federal law, including but not limited to the Family Educational Rights and Privacy Act. In addition, to the extent the SCHOOL DISTRICT becomes subject of any state or federal audit, investigation, or proceeding, CONTRACTOR agrees to participate in and cooperate with SCHOOL DISTRICT in such audit, investigation or proceeding, and keep and maintain the confidentiality of all confidential information received during the course thereof.
10. **No Exclusivity.** This is not an exclusive contract. Either party is free to contract with others for the same or similar services as those provided for herein.
11. **Miscellaneous.**
 - a. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties and supersedes any and all other agreements, communications, understandings, promises, stipulations, arrangements, whether any of the same be either oral or in writing, or express or implied, between the parties hereto with respect to the

subject matter hereof. Except as otherwise provided herein, no change or modification of this Agreement shall be valid or binding unless the same is in writing and signed by the parties.

- b. Waiver. The claimed waiver of any provision of this Agreement shall not be valid or enforceable unless such waiver is in writing and signed by the party or person to be charged, and no waiver of any provision hereof shall be deemed or construed as a waiver of the same or any different provision in the future.
- c. Severability. In the event that any one or more of the provisions of this Agreement shall be held invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected thereby. In such cases, the remaining provisions of this Agreement shall remain fully enforceable to the maximum extent permitted by law.
- d. Contractor's Certification. CONTRACTOR certifies that neither it nor any of its employees, agents, or affiliates, nor any principal of any such entity is or has been suspended or debarred as an eligible individual or organization to receive federal, state, or local government funds, as listed on the Parties Excluded from Federal Procurement or state procurement programs, issued by the General Services Administration.
- e. No Assignment. Except as otherwise provided herein, neither party to this Agreement is permitted to assign, transfer, or delegate its rights, duties, or obligations under this Agreement without the prior written consent of the other party.
- f. Attorney's Fees. If either party brings an action or proceeding, whether in arbitration, to enforce, protect, or establish any right or remedy under this Agreement, the prevailing party to such action shall be entitled to recover from the other its reasonable attorney's fees and costs.
- g. Choice of Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Nevada.
- h. Arbitration of Disputes. The parties agree that any claim or dispute hereunder which the parties cannot resolve through good faith mediation within ten (10) days, shall be settled by arbitration, to be conducted by a single arbitrator selected by the parties, and in the event they cannot agree upon an arbitrator, the arbitrator shall be selected as provided for in Chapter 38 of the Nevada Revised Statutes, and in accordance with such statutes.
- i. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit and detriment of the parties thereto, and their respective heirs, personal representatives, successors and permitted assigns.

COPY

j. Gender and Number. As used in this Agreement, the masculine, feminine, or neuter gender, and the singular or plural number, shall be considered to include the others whenever the context so requires.

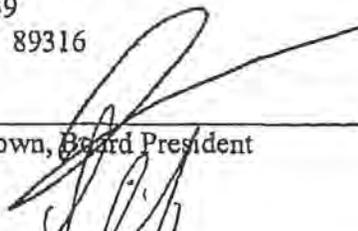
IN WITNESS WHEREOF, the parties hereto have caused this contract and intend to be bound hereby.

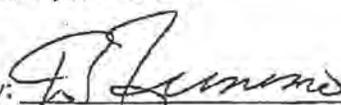
SCHOOL DISTRICT:

CONTRACTOR:

Eureka County School District, a Nevada
Public School District
P.O. Box 249
Eureka, NV 89316

Benary, Ltd., a Nevada corporation
401 S. Main Street
Eureka, NV 89316

By: 
John Brown, Board President

By: 
Bernard J. Zunino, Jr., President

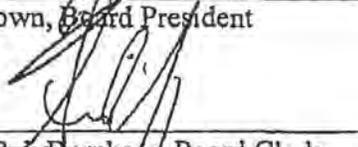
ATTEST: 
Bob Burnham, Board Clerk
ANNE KNEEDEL, ACTING

EXHIBIT "12"

SUPERINTENDENT OF SCHOOLS

- A. Appointment: Subject to the provisions of NRS State of Nevada School Code, Section 391.110, the board of trustees shall appoint a superintendent of the Eureka County School District, define his/her powers and duties, and fix his/her salary and term of office.
- B. Powers and Duties: The superintendent, who shall serve as executive office of the board, shall have the following specific powers and duties and shall be directly responsible to the board for their exercise:
1. The superintendent shall supervise the preparation of the tentative budget annually for board approval and administering the approved budget during the year.
 2. The superintendent shall prepare the agenda for each board meeting, shall attend board meetings, except when his/her contract is being considered, and shall participate in all deliberations of the board when such deliberations do not involve his/her contract.
 3. Control of the schools of said district shall be unified under the administration of the superintendent and all employees of the district shall be responsible to him/her directly or through his/her subordinates.
 4. The superintendent shall nominate or recommend all other certified employees and the board shall appoint or employ from those who have been nominated or recommended by the superintendent. It shall be the policy of the board to employ and retain well qualified, competent teachers possessing sound teaching techniques, a thorough knowledge of their subjects and personal qualities which will contribute to their successful relationship with pupils, other staff members and the community.
 5. Assignment, transfer and promotion of all employees of the county school district shall be made by the superintendent with the approval of the board.

6. The superintendent may, in accordance with NRS 391.311 TO 391.3197, suspend and/or recommend the dismissal of certified personnel.
 7. The superintendent shall be responsible for the general efficiency of the school system, for the development of the teaching staff and for the growth and welfare of pupils. The superintendent shall be responsible for the methods of instruction and management used by teachers and principals, and shall have the authority to hold such meetings of teachers and principals as he/she deems necessary, and shall require attendance thereon.
 8. The superintendent may delegate, subject to the approval of the board, any of the powers and duties which the board has entrusted to him/her, but in every instance he/she shall continue to be responsible to the board for the execution of the powers and duties delegated.
- C. Evaluation: It is the responsibility of the Board to maintain and improve the quality of administration and instruction. One of the primary methods used in carrying out this responsibility is to work with the superintendent in improving his/her effectiveness. In this regard, the Board will formally evaluate the superintendent a minimum of once each year. Each member of the board will be involved in this evaluation.

EXHIBIT "13"

Subject: Coaches Self Evaluation is Ready to Use!

From: "Elmer Porter" <eporter@eureka.k12.nv.us>

Date: 4/16/2012 11:56 AM

To: "Ryan Moss" <rmoss@eureka.k12.nv.us>, <ksanders.ecso@eurekanv.org>, <kati.thiel@gmail.com>, "Sherri Todd" <stodd@eureka.k12.nv.us>, "Ken Fujii" <kfujii@eureka.k12.nv.us>, "Rosie Bliss" <rbliss@eureka.k12.nv.us>, "Elmer Porter" <eporter@eureka.k12.nv.us>, "Fred Minoletti" <fminoletti@eureka.k12.nv.us>, "Ken Cooper" <KCooper@eureka.k12.nv.us>, <dthicks.ecso@eurekanv.org>, "Clint Tognotti" <ctognotti@eureka.k12.nv.us>, "Mary Jane Hodson" <MHodson@eureka.k12.nv.us>, "Kim Walls" <kwalls@eureka.k12.nv.us>, "Paula Colby" <pcolby@eureka.k12.nv.us>, <zimmerman@eurekanv.org>, <mr@eurekanv.org>, <eu93tg@aol.com>, "Theresa Williams" <twilliams@eureka.k12.nv.us>
CC: "Robin Hicks" <rhicks@eureka.k12.nv.us>, "Ben Zunino" <bzunino@eureka.k12.nv.us>

Coaches: FYI

The Athletic Department has been re-vamping the coach post-evaluation method and philosophy. We are now finished testing the new method and ready to deploy it to the coaches. As you know, in the past, Mr. Fujii and/or myself would contact you for the post-coaching evaluations after your sport was completed. The new method utilizes a change to a more modern, time-efficient, and easier way. By using our web-site as a baseline, you will now be able to go on-line to complete the evaluation once your sport/coaching is completed and send it to Mr. Fujii and myself. Once we have received your self-evaluation, Mr. Fujii or myself will contact you to schedule a short meeting to discuss the self-evaluation and make comments if need be. Again, the two main differences that will now be employed are:

1. The evaluation now incorporates a self-evaluation piece
2. The evaluation now will be done on-line through the school district website

Like before, you will be required to participate in the post season evaluation once your sport has completed. For this year many of the fall 2011 and winter 2012 post-season evaluations have already taken place and some have not. Since we are now just deploying the new on-line self-evaluation, I am asking that all previous sports from this years' football through the spring be included in the self-evaluation, even if you have already had a post-season evaluation this year. If you have already had a post-season evaluation this school year, you will not be asked to have an on-site conference again this year. For those coaches, you already have your evaluation on file.

I am excited about this new method of evaluating the coaches and look forward to putting this in place. I'm sure there will be questions, and I anticipate your questions and comments. I have forwarded the self-evaluation to the NIAA and they are very excited to hear back from me as to how it works.

Thanks for following up on this and the work you do for our student/athletes.

Elmer

Below the instructions that follow is a list of the current coaching staff. Beside your name and sport indicates your current status as to the post-season evaluation and what you need to complete.

Instructions:

1. Log on to the school district website at <http://www.eureka.k12.nv.us>
2. Select Departments on the Navigation Side Bar on the ECSD homepage
3. Select Athletics on the Departments page
4. Scroll to the very bottom of the Athletics page and you will see the following two links

Coach's Self Evaluation Form (Electronic Submit Form)

Coach's Self Evaluation Form (PDF)

5. The first link will direct you to the on-line self-evaluation form and the second link will direct you to the .PDF version of the self-evaluation form
6. Select the first link (Coach's Self Evaluation Form (Electronic Submit Form))
7. Follow the on-line instructions (please read all instructions before submitting form.)
8. Fill out the online form and submit it. If you haven't already had an evaluation this year, you will be contacted to bring your printed copy to the post season conference. If you already have had a post-season conference this year for your sport, you will not be contacted for a conference.

ECHS Coaches:

Eureka County High School Coaching Staff
2011-2012

H.S. Football	Ryan Moss	Head Coach (online self-eval)
H.S. Football	Kenny Sanders	Assistant Coach (online self-eval)
H.S. Volleyball	Kati Benson	Head Coach (online self-eval)
H.S. Volleyball	Sherri Todd	Assistant Coach (online self-eval)
H.S. Girls Basketball	Ken Fujll	Head Coach (online self-eval and conference)
H.S. Girls Basketball	Rosie Bliss	Assistant Coach (online self-eval and conference)
H.S. Boys Basketball	Elmer Porter	Head Coach (online self-eval and conference)
H.S. Boys Basketball	Fred Minoletti	Assistant Coach (online self-eval and conference)
H.S. Wrestling	Kenn Cooper	Head Coach (online self-eval and conference)
H.S. Wrestling	Ryan Moss	Assistant Coach (online self-eval and conference)
H.S. Baseball	David Hicks	Head Coach (online self-eval and conference/after season)
H.S. Baseball	Clint Tognotti	Assistant Coach (online self-eval and conference/after season)
H.S. Softball	Mary Jane Hodson	Head Coach (online self-eval and conference/after season)
H.S. Softball	Kim Walls	Assistant Coach (online self-eval and conference/after season)
H.S. Track	Kim Hicks	Head Coach (online self-eval and conference/after season)
H.S. Track	Kenny Sanders	Assistant Coach (online self-eval and conference/after season)
H.S. Cheer	Kim Hicks	Head Coach (online self-eval and conference)
H.S. Cheer	Paula Colby	Assistant Coach (online self-eval and conference)
J.H. Football	David Hicks	Head Coach (online self-eval)
J.H. Football	Clint Tognotti	Assistant Coach (online self-eval)
J.H. Volleyball	Steve Zimmerman	Head Coach (online self-eval)
J.H. Girls Basketball	Mike Rebaleati	Head Coach (online self-eval and conference)
J.H. Boys Basketball	Travis Gallagher	Head Coach (online self-eval)
J.H. Basketball Assistant	Ryan Tognotti	Assistant Coach (online self-eval and conference)
J.H. Track	Theresa Minoletti	Head Coach (online self-eval and conference/after season)

EXHIBIT "14"

ENTERED
3/19/12

Memo

To: Ken Fujii
From: Elmer D. Porter, Athletic Director
CC: Ken Fujii, Devanie Etchegaray
Date: February 22, 2012
Re: Extra Duty Assignment and Pay Authorization

You have been assigned the following extra duty for the 2011 – 2012 school year:

H.S. Girls Varsity Head Coach

Payment Structure: Negotiated Base Pay = \$46,339.00
% of Base pay = 9.0%
Payment = \$4,170.51

Upon completion of this assignment, arrange a post-season conference with Elmer Porter. Complete the certification statement by signing and indicating the date completed.

I have completed the above extra duty assignment.



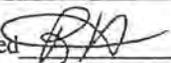
3-8-12

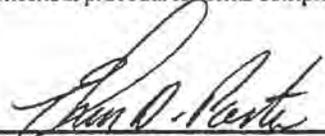
Signature of coach/advisor

Date

.....
TO COMPLETED BY ATHLETIC DIRECTOR

Above assignment completed

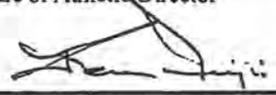
Checkout procedures/forms completed 



2/22/2012

Signature of Athletic Director

Date



3-8-12

Signature of Principal

Date

COPY