

**INTERLOCAL AGREEMENT BETWEEN ELKO COUNTY SCHOOL DISTRICT
AND
NYE COUNTY SCHOOL DISTRICT FOR A PROGRAM OF DISTANCE EDUCATION
SERVICES FOR NON-RESIDENT PUPILS**

An Interlocal Agreement Between

Elko County School District
850 Elm Street
Elko, NV 89801
Contact: Jeff Zander
Superintendent, Elko County School District
Phone: (775) 738-5196 * Fax: (775) 738-5857

And

Nye County School District
484 S. West Street
Pahrump, Nevada 89048
Contact: Dale Norton
Superintendent, Nye County School District
Phone: (775) 727-7743 Fax: (775) 482-8573

This INTERLOCAL AGREEMENT ("Agreement") is made and entered into this 18th day of April, 2017, between Elko County School District ("ECSD" or "Attendance District"), a political subdivision of the State of Nevada, and Nye County School District (NCSD or "Residence District"), also a political subdivision of the State of Nevada.

WITNESSETH

WHEREAS, Nevada Revised Statutes 277.180 provides that two or more public agencies (which includes political subdivisions) may enter into an interlocal agreement for the performance of any governmental services, activity, or undertaking which any of said agencies is authorized by law to perform;

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada;

WHEREAS, the respective parties under the laws of Nevada (NRS 388.820 et. seq.) are authorized to enter into a written agreement whereby students in the school district of the Residence District may enroll in a program of distance education to be taught in the school district of the Attendance District, providing space is available;

WHEREAS, the Attendance District hereby agrees to provide a program of distance education to students of the Residence District, referenced in Section II(A)(2) and listed in Attachment A of this Agreement, providing space is available; and

WHEREAS, the Attendance District hereby agrees to provide to the pupils of the Residence District comparable instruction and facilities for learning as are furnished to the pupils of the Attendance District.

NOW, THEREFORE, in consideration of the above recitals, the parties mutually agree as follows:

I. PURPOSE

The purpose of this Agreement is to establish the terms and conditions between the ECSD and the NCSD relating to the provision of a distance education program for students who reside within the NCSD but would like to attend distance education courses taught in the ECSD.

II. RESPONSIBILITIES OF THE PARTIES

A. The ECSD (Attendance District) shall:

1. Identify a liaison to act on behalf of the ECSD for this Agreement.
2. Furnish the Residence District with a list of pupils who were receiving services in the Attendance District, are now living within the Residence District, and have requested and committed to continue their education with the Attendance District utilizing a distance education program provided by the Attendance District. The list is to contain the pupil's name, grade, date of birth, student identification number, county of residence, and state. In the event the student will enroll part time in the program of distance education, the list will set forth the percentage of the total time services will be provided per school day in proportion to the total time services are provided who are counted pursuant to NRS 387.1233(1) (a) (2).
3. Provide a program of distance education to pupils of the Residence District who are referenced in Section I (A) (2) and listed on Attachment A of this Agreement.
4. Comply with the requirements set forth in NRS 388.820 et. seq. and NAC 388.800 et. seq. related to the provision of a program of distance education.
5. Pursuant to NRS 388.862(1), declare for each pupil enrolled in the program of distance education one public school within the ECSD with which the pupil is affiliated. Upon the declared affiliation, the pupil shall be deemed enrolled in that public school for purposes of all applicable requirements, statutes, regulations, rules and policies of that public school and ECSD, including, without limitation: graduation requirements; accountability; attendance and truancy; and discipline.

B. The NCSD (Residence District) shall:

1. Identify a liaison to act on behalf of the NCSD for this Agreement.

III. WRITTEN PERMISSION

By the signing of this Agreement, written permission is hereby granted, as required by NAC 388.850(2), for the pupils of the Residence District NCSD referenced in Section II (A) (2) and listed in Attachment A to enroll in a program of distance education provided by the Attendance District (ECSD). The Board of Trustees of the NCSD County School District hereby authorizes the Superintendent or designee to sign this Agreement.

IV. WITHDRAWAL OF STUDENTS

The Attendance District agrees to comply with the requirements of the NRS and NAC related to monitoring the progress of pupils in the distance education program. When a pupil of the Residence District ceases to attend/participate in the distance education program of the Attendance District, a record of his/her withdrawal shall be established on the same document that contains his enrollment information, and the Residence District is to be immediately notified of the withdrawal. The record must show the day of withdrawal and reason, if known.

V. INCORPORATED DOCUMENTS

- A. The parties agree that "Attachment A" Enrollment List is incorporated into this Agreement.
- B. The parties agree that the following items that are required by NAC 388.850, which are part of the separate individual distance education applications, are confidential information protected by the Family Educational Rights and Privacy Act and other applicable privacy laws and will be submitted in a confidential document ("Attachment B"), are also incorporated into this Agreement: the pupil's school identification number; the signature of the pupil's parent (if less than 18 years old); the signature of the pupil (if 18 years or older); a list of the courses of instruction to be provided to the pupil; and the category pursuant to which the pupil is eligible to enroll in a program of distance education.
- C. There is hereby incorporated by reference the same as if specifically written herein all rules, regulations and all other requirements including but not limited to, compliance with the Nevada Revised Statutes governing Nevada Public Schools; laws of the State of Nevada; the rules, regulations and policies of the Nevada State Board of Education; and the rules and regulations of the governing board of the Attendance District.

VI. COMPLIANCE

Both parties are individually and separately responsible for obtaining up-to-date information and staying in compliance with all State and Federal laws and regulations, including existing policies and procedures, which are related to the services that are the subject of this Agreement.

VII. COMPENSATION AND APPORTIONMENTS

The Board of School Trustees of the Residence District understands that the Superintendent of Public Instruction of the Nevada Department of Education will make appropriate adjustments in the apportionments of the school district pursuant to NRS 387.124 to account for each pupil's enrollment in the program of distance education. However, other than the adjustments in the apportionments pursuant to NRS 387.124, this Agreement does not call for any monies to be exchanged for services rendered.

VIII. INDEPENDENT PUBLIC AGENCIES

The parties are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of services pursuant to this Agreement, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

IX. ASSIGNMENT

Neither party shall assign, transfer, or delegate any rights, obligations, or duties under this Agreement without the prior written consent of the other party.

X. PUBLIC RECORDS

Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose public records unless a particular record is made confidential by law or a common law balancing of interest.

XI. CONFIDENTIALITY

Each party shall keep confidential information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.

The parties agree to abide by the provisions of the Family Educational Rights and Privacy Act ("FERPA"), 20 USC 1232g, 34 CFR Part 99, and any other applicable law or regulation on confidentiality of data and information. This specifically includes the duty to comply with all use and redisclosure provisions of FERPA. Each party agrees that it shall not be liable for any violation of any provision of FERPA directly or indirectly relating, arising out of, or resulting from, or in any manner attributable to, the actions of the other party.

XII. INSURANCE

This Agreement may call for coverage under an insurance policy held by either the ECSD or the NCSD. The parties agree that this Agreement has been reviewed and approved by the appropriate department and that appropriate insurance is in place.

XIII. LIMITED LIABILITY AND INDEMNIFICATION

Each party shall be responsible for its own negligence subject to the limitations on liability provided under Nevada Revised Statutes, Chapter 41, and, to the same degree, shall hold harmless and indemnify the other party, its governing board, individual members thereof, and/or all employees for any and all losses, damages, harm, liability, cost or expense, financial or otherwise, resulting or arising from, during, or as a result of its activities or the acts or omissions of its own employees pursuant to this Agreement. The parties agree that in the event of a dispute, each party will bear its own costs of litigation and attorney fees.

XIV. DISPUTE RESOLUTION AND CHOICE OF LAW

- A. Prior to filing a claim or litigation, when possible, an administrator from the ECSD and someone with settlement authority from NCSD shall meet and confer as necessary to resolve any issues or disputes that might arise concerning either the terms or duties set forth in this Agreement.
- B. This Agreement shall be interpreted under the laws of the State of Nevada, regardless of any other choice of law issues.
- C. Any claims or litigations arising from the terms or duties set forth in this Agreement shall be required to be filed with the appropriate trial court in the venue of Elko County, in the State of Nevada.

XV. SEVERABILITY

If any provision of this Agreement is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the provisions of the Agreement, and without further action by the parties, the provision shall be reformed to the minimum extent necessary to make the provision valid and enforceable.

XVI. FORCE MAJEURE

Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

XVII. PROPER AUTHORITY

The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services set forth in this Agreement.

XVIII. NOTICE

All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.

XIX. EFFECTIVE DATE AND SERVICE PERIOD

The Effective Date will begin on July 1, 2016 and will continue through June 30, 2017 unless sooner terminated by either party as set forth in Section XX of this Agreement. Pursuant to NRS 388.854(3), this written agreement is not a condition precedent to the pupil's enrollment in the program of distance education.

XX. TERMINATION

This Agreement may be terminated by either party prior to the date set forth in Section XIX, provided that the termination shall not be effective until 30 days after a party has served written notice upon the other party. This Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

XXL RENEWAL

The Agreement may be renewed in two (2) year increments if both parties agree. Renewal will serve as an extension of the length of this Agreement and shall not constitute a new Agreement. Renewal must be in writing, and signed by both parties. Attachments will need to be updated in any renewal Agreement to reflect the pupils being served.

XXII. ENTIRE AGREEMENT AND MODIFICATION

This Agreement and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby.

NYE COUNTY SCHOOL DISTRICT

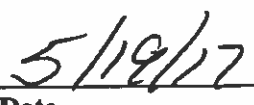
Superintendent

Date

ELKO COUNTY SCHOOL DISTRICT



Superintendent



Date

Attachment A

**Students Enrolled in Elko County School District Residing in Nye County School District
County**

Enrollment List for 2016-2017 School Year

Last	First	State ID	Grade	Percentage of Time Student will be served
Meza	Mercedes	7528578487	7	Full time
Shaffer	Carl	5603826746	8	Full time