



NYE COUNTY SCHOOL DISTRICT
Board of Trustees
Regular Agenda

A Regular of the Board of Trustees of Nye County School District will be held on Thursday, February 15, 2007, beginning at 6:30 PM at the Southern District Office Boardroom, 484 S West Street, Pahrump, NV 89048.

The subjects to be discussed, considered, or acted upon are listed below. Items do not have to be taken in the order presented below and the Board may combine two or more agenda items for consideration at any time. The Board may also remove any items on the agenda or delay discussion relating to any item listed on the agenda at any time. Unless removed from the Consent Agenda, items identified within the Consent Agenda will be acted on at one time.

1. CALL TO ORDER
 - A. PLEDGE OF ALLEGIANCE
 - B. ROLL CALL
2. ADOPTION OF AGENDA, ACTION ITEM
3. CONSENT CALENDAR, ACTION ITEM
 - A. APPROVAL OF JANUARY 25, 2007 REGULAR MEETING MINUTES
 - B. APPROVAL OF JANUARY 25, 2007 EXECUTIVE SESSION MINUTES
 - C. APPROVAL OF REQUEST FOR IMMUNIZATION EXEMPTION
 - D. APPROVAL OF REQUESTS FOR 16-YEAR OLD STUDENTS TO TAKE THE GED
 - E. ACCEPTANCE OF HOME SCHOOL APPLICATIONS
 - F. APPROVAL OF SPECIAL ASSIGNMENT AGREEMENTS
 - G. APPROVAL OF TUITION AGREEMENT WITH INYO COUNTY OFFICE OF EDUCATION
 - H. APPROVAL OF WARRANTS
4. REPORTS, INFORMATIONAL ITEM
 - A. SUPERINTENDENT'S REPORT
 - B. ADMINISTRATOR REPORTS
 - C. BOARD REPORTS
 - D. BOARD COMMITTEE REPORTS
5. PUBLIC INPUT, INFORMATIONAL ITEM

6. BOARD APPOINTMENTS, ACTION ITEM
7. CHANGE OF DATE/LOCATION OF FUTURE BOARD MEETINGS, ACTION ITEM
8. DECISION REGARDING SUBDIVISION MAPS, ACTION ITEM
9. APPROVAL OF GRANTS, ACTION ITEM
10. RECOGNITIONS, INFORMATIONAL ITEM
11. APPROVAL OF CONTRACT FOR ARCHITECTURAL SERVICES, ACTION ITEM
12. PRESENTATION OF CHECK FROM BECHTEL, INFORMATIONAL ITEM
13. DISCUSSION REGARDING ON-LINE DIPLOMAS, INFORMATIONAL ITEM
14. DISCUSSION/POSSIBLE APPROVAL OF APPLICATION FOR RETIREMENT CREDIT FOR AT-RISK OR NEED FOR IMPROVEMENT SCHOOLS, ACTION ITEM
15. DISCUSSION/DECISION REGARDING RETENTION OF AUDITOR, ACTION ITEM
16. DISCUSSION/POSSIBLE APPROVAL OF CHANGE ON DIRECTOR SALARY SCHEDULE, ACTION ITEM
17. PRESENTATION OF 11TH GRADE WRITING PROFICIENCY RESULTS, INFORMATIONAL ITEM
18. DISCUSSION/POSSIBLE APPROVAL OF FIRST READING, POLICY 7551 - DISCIPLINARY HEARING PANELS, ACTION ITEM
19. DISCUSSION/DECISION REGARDING DESIRED STUDENT POPULATIONS, ACTION ITEM
20. DISCUSSION/POSSIBLE DECISION REGARDING HOUSING IN GABBS, ACTION ITEM
21. EXECUTIVE (CLOSED) SESSION
 - A. DISCUSSION REGARDING POSSIBLE STUDENT RIGHTS VIOLATIONS
 - B. DISCUSSION REGARDING RESULTS OF STUDENT DISCIPLINARY HEARINGS
 - C. DISCUSSION REGARDING LEGAL ITEMS
 - D. DISCUSSION REGARDING PERSONNEL ITEMS
 - E. DISCUSSION REGARDING NEGOTIATIONS
22. DECISION REGARDING POSSIBLE STUDENT RIGHTS VIOLATIONS, ACTION ITEM
23. ADJOURNMENT, ACTION ITEM

This Meeting will be streamed live online via the link <https://livestream.nyeschools.org/ViewStream.html> on the Nye County School District website. Click on the following link if you have difficulties with the live streaming: <https://bit.ly/ncsdbotmeetings>.

Public input may be accepted live via email for the duration of the Meeting and shared during the public input designated timeframe (all rules and timelines as listed in the Agenda still apply). Public comments made by members of the public attending the meeting virtually must be emailed to publiccomment@nyeschools.org and must include:

- a. The author's first and last name
- b. The author's phone number (will not be read with comment)
- c. Date of the Meeting for which the comment is intended

Nye County School District (NCSD) will empower students to learn at their highest level in an environment of mutual respect.

The NCSD BOT Goals are as follows:

Culture

Improve and sustain a culture of learning for all through:

- ◆ Recruiting, selecting, inducting, supporting, evaluating, and developing staff.
- ◆ Fostering a safe and respectful learning and working environment.
- ◆ Promoting ongoing family and community engagement in pursuit of our vision.

Academic

Elevate achievement and support lifelong learning for all through:

- ◆ Creating and sustaining a results-focused learning environment; establishing measurable goals for all.
- ◆ Creating and sustaining an instructional framework and common language to ensure essential content standards drive instruction.

The notice for this posting was posted on the NCSD Website (<https://www.nye.k12.nv.us>), Nevada's Notice Website (<https://notice.nv.gov/>), at the main physical location of the meeting, and has also been provided to all persons who have made a specific request of a copy of the Agenda by US Mail or electronic mail. A Public Binder will be available for viewing at the scheduled location at the time of the Meeting.

NYE COUNTY SCHOOL DISTRICT NOTICE OF NONDISCRIMINATION

Nye County School District (NCSD) does not discriminate on the basis of race, color, religion, national origin, ancestry, disability, age, marital status, sex, sexual orientation, gender identity or expression, or any other category protected by applicable state or federal law in its program and activity, including employment. In keeping with requirements of federal and state law, NCSD strives to remove any vestige of discrimination in accommodating the public at public meetings.

The Nye County School District is pleased to provide reasonable accommodations for the disabled. Members of the public who are physically handicapped and require special accommodations or assistance to attend the meeting are requested to notify the Executive Assistant to the Superintendent and Board of Trustees in writing at 484 S West Street, Pahrump, NV 89048, email Iliana Garcia at igarcia@nyeschools.org, or call 775-727-7743, ext. 239 at least one week before the meeting.

NYE COUNTY SCHOOL DISTRICT

-M-I-N-U-T-E-S-

January 25, 2007

Present: Dennis Keating, President; Harold Tokerud, Vice-President; Tracie Ward, Clerk; Polly Church, Mike Floyd, Edna Forsgren and Kevin Pape, Members; Dr. William Roberts, Superintendent; Rod Pekarek, Dale Norton and Jerry Hill, Assistant Superintendents; Ray Ritchie, Chief Financial and Administrative Officer; Sam Simatos, Special Education and Related Services; Bob Whimpey, Maintenance and Operations; Cameron McRae, Transportation; Karen Holley, State and Federal Programs; Evangeline Visser, Manse Principal; Tim Wombaker, Mt. Charleston Principal; Selway Mulkey, Gabbs Principal; Barbara Floto, Round Mountain Principal; Max Buffi, Pathways Principal; Lisa Mays, Board and Administrative Services Coordinator; and Kerry Paniagua, Executive Secretary.

Absent: None.

Guests: Brenda Magruder, Safe Place; Lennard Grodzinsky, RGR Group, LLC; Gregory Walch, Santoro, Driggs, Walch, Kearney, Johnson and Thompson, Attorneys at Law; Cecilia Alvarado Sallee, Nye Communities Coalition; Mike DelGatto and Rick Sellers, Carpenter Sellers; Brock E. Metzka, Edward Homes; Rita Chvilicek and Frances Rust, Manse Elementary; Jewell Burton Avery, Don Rust and Kelly Varden, Pahrump; and Christina Eichelkraut, Pahrump Valley Times.

1. Call to Order

The board meeting was called to order at 6:33 p.m. in the Pahrump boardroom with a videoconference link to the Tonopah boardroom. Board members, administrators and guests recited the Pledge of Allegiance. Mrs. Forsgren was connected by phone. All members were present.

2. Adoption of Agenda

Mrs. Ward moved adoption of the agenda, and Mrs. Church seconded. Those voting aye: Mrs. Church, Mr. Floyd, Mrs. Forsgren, Mr. Keating, Mr. Tokerud and Mrs. Ward. Those voting nay: none. Mr. Pape was not seated yet. The motion passed with a majority vote.

- 3a. Approval of January 4, 2007 Regular Meeting Minutes
- 3b. Approval of January 4, 2007 Executive Session Minutes
- 3c. Approval of Request for Immunization Exemption
- 3d. Approval of Requests for 16-Year Old Students to take the GED
- 3e. Approval of Transportation Contract
- 3f. Acceptance of Home School Applications
- 3g. Approval of Licensed Contracts
- 3h. Approval of Special Assignment Agreements
- 3i. Approval of Warrants

Mrs. Ward made the motion to approve the consent calendar, items 3a through 3i, and Mrs. Forsgren seconded. Those voting aye: Mrs. Church, Mr. Floyd, Mrs. Forsgren, Mr. Keating, Mr. Tokerud and Mrs. Ward. Those voting nay: none. Mr. Pape was not seated yet. The motion passed with a majority vote.

4. Interviews for Trustee Area V Vacancy

Kevin Pape was the lone applicant for the vacancy. He was asked what he felt were the top challenges facing the district. He replied that management of growth was the most significant. He was asked what strengths and abilities he would bring to the board. He replied that organization, consensus building, management of a large staff and budget, and volunteerism in the community were his strengths. He was asked what role public education has played in his life and most recent involvement. He said he is married to a teacher who has a lot of ESL students; some of those students will be his future employees and some will receive scholarships from his company. He felt he is motivated by caring about children. He served on the District's bond committee this year.

5. Appointment of Trustee for Area V

Mrs. Ward made the motion to appoint Mr. Pape, and Mr. Floyd seconded. Those voting aye: Mrs. Church, Mr. Floyd, Mrs. Forsgren, Mr. Keating, Mr. Tokerud and Mrs. Ward. Those voting nay: none. The motion carried with a majority vote.

6a. Superintendent's Report

Dr. Roberts congratulated Mr. Pape on his appointment. He said there have been power outages and broken pipes throughout the District the last couple of weeks. He attended the Governor's State of the State address, and education is one of his top priorities. He attended a meeting on empowerment schools and wants Nye County to get its share. The District is already doing some of the things mentioned, particularly in food service and transportation. He met with Chancellor Rogers and staff regarding the proposed

community college in Pahrump. Next week he and Mr. Ritchie will be in Carson City for finance and superintendents' meetings.

6b. Administrator Reports

Mr. Pekarek reported the draft drug and alcohol regulations will be reviewed by the committee next week before being brought to the board. Mr. Hill provided a written report. Administrators introduced themselves for the benefit of the new board member.

6c. Board Reports

Mr. Tokerud visited Hafen Elementary and was very impressed with how early the students are learning keyboarding skills and how well maintained the school is. Mrs. Ward attended the Missoula Children's Theater production. Mr. Floyd attended two DARE graduations, and Mr. Keating attended one. Mrs. Forsgren apologized for having to miss the Insurance Committee meeting due to an emergency.

6d. Board Committee Reports

Mrs. Ward attended the Construction Committee meeting. Mr. Keating participated in a teleconference for NASB Directors and was selected to attend the Federal Relations Network Conference in Washington, DC, with expenses paid by NASB.

7. Public Input

Cecilia Alvarado Sallee of Nye Communities Coalition said the four primary goals of the Healthy Nevada grant were to improve immunizations in southern Nye County, improve the health and nutrition of kids, assist people in filling out applications and improve dental care. She has had positive responses from four dentists in the Adopt-a-School program. Kindergarten Roundups have been scheduled in April.

8. Board Appointments

Mr. Keating appointed Mr. Pape to the United Way Board of Directors and appointed himself as the sick leave bank representative.

9. Change of Date/Location of Future Board Meetings

Mr. Keating suggested changing the March 8 meeting to Amargosa, the April 19 meeting to Beatty and the May 31 meeting to Tonopah. Mrs. Ward felt it would be better to wait to visit Beatty until later and mentioned that Gabbs and Duckwater were skipped last year. Mrs. Forsgren said it's better to visit Duckwater in the fall. The only changes that were made to the calendar were March 8 at 5:00 in Amargosa and May 31 at 6:30 in Tonopah. A copy of the new calendar is attached to these minutes.

10. Decision Regarding Subdivision Maps

Mr. Whimpey received two maps with very small acreage. He received another map from Adaven on the Mountain Falls South subdivision for which the District has already received land for a school.

11. Approval of Grants

Mr. Hill said Ginger Olson conducted the evaluation on performance pay under AB 580. The report was submitted to the State, and a copy was given to board members.

12. Recognitions

Mr. Keating acknowledged Mrs. Ward's birthday.

13. Discussion/Possible Decision Regarding Offer from Edward Homes, Inc.

Brock Metzka was present to explain the offer of \$50,000 to be paid within 90 days of final map approval and an additional \$500 per house above the \$1600 residential tax upon issuance of each individual building permit. He also explained the sewer line will be extended several thousand feet closer to the facilities on Wilson Road, and the school district would be able to tap in at no charge. Mrs. Ward made the motion to accept the offer, and Mr. Tokerud seconded. There was a unanimous vote to accept. Dr. Roberts said this was an excellent offer, and these developers have demonstrated their willingness to support the community in the past.

14. Introduction to Safe Program

Brenda Magruder, Program Coordinator of SafePlace, said the program offers services to 12-18 year old youth in crisis. Services include crisis intervention, food vouchers, transportation, a hot line and many others. There are SafePlace signs in several businesses throughout Pahrump, including the Boys and Girls Club.

15. Discussion/Possible Decision Regarding Offer from Pechstein Ranch Development

Mr. Grodzinsky explained his development will contain 305 single family dwellings on 443 acres in a gated equestrian community, 25 acres mixed use commercial, an indoor riding arena, bridal paths and parks. It will be built in three phases. He offered three options for the board to consider. The first would be a contribution of three acre feet of water rights. The second would be \$50,000 upon phase one subdivision map approval. The third would be \$25,000 upon each of three map approvals. Mrs. Ward made the motion to accept the \$50,000, and Mr. Floyd seconded. Those voting aye: Mrs. Church, Mr. Floyd, Mrs. Forsgren, Mr. Keating, Mr. Pape and Mrs. Ward. Those voting nay: none. Mr. Tokerud was absent for this vote. The motion carried with a majority vote.

16a. Decision on Floyd Elementary Opening Date

Mr. Pekarek reviewed growth in Pahrump. The school that experiences the highest growth is J.G. Johnson. There's a significant drop between eleventh and twelfth grades. Mr. Whimpey displayed maps with existing and proposed school sites in Pahrump. The District is applying for 40 acres of BLM land in Amargosa. Dr. Roberts advised looking for water rights in Amargosa. Mr. Whimpey said there are 18,953 lots in different stages of approval south of Gamebird. Between Basin and Gamebird there are over 1000 more, and north of that there are 1800.

Rick Sellers said two modular builders have said it would take five to six months to build the school but would like six to seven months; therefore, an August 1 deadline won't work. They still have to go through plans checks and bidding. The civil timeline would be anywhere from three weeks to two and one half months. The modular company would convert the architectural plans into drawings before being submitted to the State fire marshal, which would take about four weeks. He felt construction could start in August with occupancy the end of January. He felt they needed more time to run the numbers to be as accurate as possible. He wants to make sure this school bids really well. If approvals are done before bidding, they won't have addendums. Mike DelGatto said civil drawings are submitted the same time as the architectural drawings to expedite the process. Mr. Sellers said the bid date is driven by the civil timeline.

Mr. Pekarek said that staffing a school in mid-year is very difficult. They would first ask for volunteers to staff the new school. If there aren't enough, then they transfer the least senior staff. Mr. McRae likewise testified to an enormous disruption in bus routes.

Mrs. Ward moved to schedule the opening of Floyd Elementary to 2008-09, and Mrs. Church seconded. Those voting aye: Mrs. Church, Mr. Floyd, Mrs. Forsgren, Mr. Keating, Mr. Pape and Mrs. Ward. Those voting nay: none. Mr. Tokerud was absent for this vote. The motion carried with a majority vote.

16b. Decision Regarding Purchase of Modulars

Mrs. Ward made the motion to purchase nine modulars--four for Pahrump High, four for elementary schools as needed, and one triple-wide on the Early Childhood campus for special education staff. Mr. Pape seconded the motion. Those voting aye: Mrs. Church, Mr. Floyd, Mrs. Forsgren, Mr. Keating, Mr. Pape and Mrs. Ward. Those voting nay: none. Mr. Tokerud was absent for this vote. The motion carried with a majority vote.

16c. Decision on Purchase of 84-Passenger Buses

Mrs. Ward made the motion to purchase three buses, and Mrs. Church seconded. Those voting aye: Mrs. Church, Mr. Floyd, Mrs. Forsgren, Mr. Keating, Mr. Pape and Mrs. Ward. Those voting nay: none. Mr. Tokerud was absent for this vote. The motion carried with a majority vote. Mr. McRae estimated the cost at \$120,000 per bus. Mr. Ritchie said there is enough in the current bond to build the school. It is estimated the District can bond for \$15 million in 2007-08. There is \$178,000 in impact fees.

16d. Decision on Desired Student Populations at Schools & Whether to Add on to Schools or Build Additional Schools

Dr. Roberts said Clarke Middle School is over capacity now. The high school was built for 650, and the student population is 1250, although there have been add-ons. The board needs to decide whether to build a new high school, build onto the present one, or whether to build a new middle school. A pod could be built onto the middle school, but the support facilities would be strained. Mr. Keating said this discussion will be tabled for a future agenda.

17. Set Beginning & Ending Dates for School Year 2007-08

Mrs. Ward made the motion to accept option 3 with a start date of August 20, 2007 and an ending date of May 29, 2008. Mr. Floyd seconded the motion. Those voting aye: Mrs. Church, Mr. Floyd, Mrs. Forsgren, Mr. Keating, Mr. Pape and Mrs. Ward. Those voting nay: none. Mr. Tokerud was absent for this vote. The motion carried with a majority vote.

18. Discussion/Possible Approval of Application for Retirement Credit for Hard-to-Fill Positions

Mrs. Ward made the motion to approve the application. Mrs. Forsgren seconded, and a unanimous vote was cast.

19. Discussion/Possible Decision Regarding Disciplinary Hearing Panels

Mr. Norton explained that under the current procedures, the panel is made up of a District administrator, a site administrator and a board member. The administrator of the school at which the offense was committed must be in attendance. He estimated the 49 hearings in 2004-05 resulted in the expenditure of 8820 man hours. The 36 hearings in 2005-06 resulted in an estimated 6480 man hours. There have already been 28 hearings this year. He proposed a change so that he would be the hearing officer, the student could appeal his decision to the Superintendent, and another level of appeal would be added for the student to appeal to the full board. Mr. Tokerud said involving board members at two levels is wrong. Mrs. Ward made the motion to approve Mr. Norton bringing a proposal back to the board, and Mr. Tokerud seconded. Mr. Norton said he would also like to change the way he presents the reports to board members without going into Executive Session. Mrs. Ward amended her motion to include that request, and Mr. Tokerud seconded the amendment. The motion to approve was unanimous.

20. Discussion/Possible Decision Regarding Funding for Music Programs

Mrs. Forsgren believes that music helps curriculum but was concerned at how little some of the schools, specifically Gabbs, were requesting. Mr. Mulkey said Gabbs is fortunate to have a grade 4-6 teacher with a music background. There are only 30 students in the elementary grades, and the list he provided was adequate for their needs. Mr. Tokerud made the motion to approve up to \$155,000 for all the schools. Mrs. Ward seconded, and

a unanimous vote was cast. Dr. Roberts explained that interest from the Education Endowment fund is the source of funding.

21. Discussion/Possible Decision on Whether to Purchase Housing in Gabbs

Mr. Mulkey explained there was very cold weather over the three day weekend, and pipes which were in the ceiling froze and broke. The principal's house was extensively damaged, as well as three apartments. Insurance adjusters have visited, but they haven't sent their report. Mr. Whimpey said these homes have a lot of asbestos, which would require someone with a special contractor's license to work on them. He felt it would be more cost effective to tear them down and replace them with mobile homes. Dr. Roberts felt it would be prudent to wait for the report.

22. Discussion/Possible Decision Regarding Round Mountain Housing

Dr. Roberts said that the ability to recruit qualified teachers in rural areas often depends on available housing. He asked the board to entertain setting aside \$100,000 to acquire homes as they become available. Mrs. Floto said Round Mountain Gold had a single-wide and a double-wide for teachers to rent, but they are holding other rentals for employees. Some teachers commute from Tonopah and others are living in fifth wheel trailers. There are currently no rentals listed in the mine paper and only a few for sale. She said it's particularly difficult for first year teachers to afford housing. She felt four or five dwellings would be sufficient to cover the need. Mr. Pekarek suggested offering a stipend for teachers to find housing in Tonopah and commute. Mrs. Floto said both parents and staff feel it's important for teachers to live in the community. Mrs. Ward made the motion to set aside \$350,000 toward housing, and Mrs. Church seconded. Those voting aye: Mrs. Church, Mr. Floyd, Mrs. Forsgren, Mr. Keating, Mr. Pape and Mrs. Ward. Those voting nay: none. Mr. Tokerud was absent for this vote. The motion carried with a majority vote. Mr. Floyd asked if Dr. Roberts could have a conversation with the manager of Round Mountain Gold because employees' children would be affected. Mrs. Forsgren felt there should be a limit on how long employees could live in teacherages. Mr. Pekarek said that Eureka County only allows two years. Mrs. Ward felt the principal should make that decision.

23. Discussion/Possible Approval of Change to Health Insurance Plan

Mr. Ritchie said the recommendation was to add a preferred provider list to the plan which would save 15%. The change would go into effect March 1. The cost is 70 cents per employee per month. The cost would be returned to the District if the savings do not materialize. Mrs. Church moved approval of the change, and Mr. Tokerud seconded. Those voting aye: Mrs. Church, Mrs. Forsgren, Mr. Keating and Mr. Tokerud. Those voting nay: none. Mrs. Ward, Mr. Floyd and Mr. Pape abstained because their spouses are employed by the District. The motion carried with a majority vote.

24. Discussion/Possible Decision Regarding Change to Coordinator Job Description

Mr. Ritchie explained that some of the coordinator positions could be filled by persons who are not licensed but who held degrees. Mrs. Ward made the motion to approve the change. Mr. Pape seconded, and a unanimous vote was registered.

- 25a. Discussion Regarding Possible Student Rights Violations
- 25b. Discussion Regarding Results of Student Disciplinary Hearings
- 25c. Discussion Regarding Legal Items
- 25d. Discussion Regarding Personnel Items
- 25e. Discussion Regarding Negotiations

Discussion is reflected in Executive Session minutes.

- 26. Decision Regarding Possible Student Rights Violations

Item withdrawn.

- 27. Adjournment

Mrs. Ward moved to adjourn at 9:56 p.m., and Mr. Pape seconded. Those voting aye: Mrs. Church, Mr. Floyd, Mrs. Forsgren, Mr. Keating, Mr. Pape and Mrs. Ward. Those voting nay: none. Mr. Tokerud was absent for this vote. The motion carried with a majority vote.

SCHEDULE OF MEETING

The meeting began at 6:33 p.m. Mr. Tokerud left at 8:15 p.m. Mrs. Ward made the motion to go into Executive Session at 9:50 p.m., and Mrs. Church seconded. Those voting aye: Mrs. Church, Mr. Floyd, Mrs. Forsgren, Mr. Keating, Mr. Pape and Mrs. Ward. Those voting nay: none. Mr. Tokerud was absent for this vote. The motion carried with a majority vote. The regular session resumed at 9:55, and the meeting adjourned at 9:56 p.m.

By _____
Clerk

Prepared by Kerry Paniagua

SPECIAL ASSIGNMENT AGREEMENTS

2/15/07

Sutton, Ann	Amargosa Combined Asst. Basketball Coach
Quinn, Carrie	Beatty MS Asst. Girls' Basketball Coach
Simmons, Glen	Beatty MS Asst. Boys' Basketball Coach
Bemke, Dan	PVHS Key Club Advisor

**CONTRACT AGREEMENT FOR ADMISSION
OF NON-RESIDENT PUPILS
PURSUANT TO NRS 392.010**

STATE OF NEVADA

COUNTY OF NYE

THIS CONTRACT AGREEMENT made and entered into this 18th day
of December, 2006, between

NYE COUNTY SCHOOL DISTRICT

Hereinafter called Attendance District, and

INYO COUNTY OFFICE OF EDUCATION
STATE OF CALIFORNIA

Hereinafter called Residence District, for the purpose of providing educational services to non-resident pupils of Nye County School District.

WITNESSETH

WHEREAS, the respective parties under the laws of their respective state(s) are authorized to enter into a contract whereby general education children of school age residing in the school district of the Residence District shall be entitled to be taught in the School District of the Attendance District, providing space is available, for the school year commencing August 28, 2006, through June 8, 2007.

WHEREAS, the Attendance District hereby agrees to admit into the public schools of the Nye County School District the general education children of the Residence District referenced in Part 3-A of this agreement, providing space is available.

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

NOW, THEREFORE, the parties hereto agree as follows:

1. Period of Agreement. This agreement is effective only for the school year beginning August 28, 2006 and ending June 8, 2007. Neither district is bound by said agreement or any of its covenants herein contained after the expiration of said school year.

2. The Attendance District shall provide the educational services listed below to pupils of the Residence District that are listed in Part 3-A of this agreement that are usual to the educational services provided to similar pupils residing in the Attendance District. The Attendance District shall also provide attendance data to the Residence District on a monthly basis.

3. The Residence District shall:
 - A. Furnish the Attendance District a list of all pupils to be provided services. The list is to contain the pupil's name, grade, county of residence and state. A list of the pupils to be provided services (Exhibit A) is attached and made part of this agreement.
 - B. Provide transportation of residence district pupils.
 - C. Pay the Attendance District for and in consideration of the services described herein the sum of **Thirty Two Thousand Six Dollars and Fifty Two Cents, (\$32,006.52)** as indicated below and in the following manner [NRS 392.010(3)].
 - D. Make all payments on or before June 30th of the school year.

PAYMENT TABLE

(1) Tuition General Ed:	\$ 8,001.63	X	4	= \$	32,006.52
(2) Additional Tuition Resource Program		X		= \$	
(3) Sp Ed Tuition (7 Hr) Sp Ed Classroom aide		X		= \$	
(4) Homebound Teacher		X		=	
	\$			\$	
(5) Operations:	\$	X		= \$	
(6) Maintenance:	\$	X		= \$	
Other:	\$	X		= \$	
TOTAL				\$	39,242.70

4. Special Conditions:
 - A. The parties hereto agree that this agreement shall not become valid or binding upon either party until approved by the governing bodies of the Attendance and Residence Districts, the County Superintendent of both parties, and the Nevada Department of Education.
 - B. The Attendance District and the Residence District each reserve the right to terminate its commitments hereunder by either party upon sixty (60) days' prior written notice of such termination.
 - C. During the performance of this agreement, the Attendance District and the Residence District agree as follows:

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. In case of conflict between any provisions of this agreement and such laws, rules and regulations, the rules and regulations of the Attendance District shall prevail.

- D. When a pupil of the Residence District ceases to be a member of the Attendance District, a record of his 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.
- E. Prior to final payment the Attendance District will provide the Residence District with documentation of any extraordinary costs associated with special education services provided for a Residence District student.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in quadruplicate originals on the _____ day of _____, 20 ____.

GOVERNING BOARD OF
NYE COUNTY SCHOOL DISTRICT

By _____
President

Secretary

Date

INYO COUNTY OFFICE OF EDUCATION

By _____
Superintendent

Date

APPROVED:
NEVADA DEPARTMENT OF EDUCATION

By _____

EXHIBIT A

**PUPILS OF
INYO COUNTY, CALIFORNIA
ATTENDING NYE COUNTY SCHOOLS**

AS OF NEVADA OFFICIAL COUNT DATE: SEPTEMBER 22, 2006

BEATTY HIGH

- | | |
|-----------------|------|
| 1. Heidi Gomez | 10th |
| 2. Ingris Gomez | 12th |

BEATTY ELEMENTARY

- | | |
|-----------------|-----|
| 1. Teresa Gomez | 7th |
| 2. John Stark | 9th |



Nye County School District

Office of the County Superintendent

P.O. Box 113
Tonopah, Nevada 89049
Phone 775-482-6258
Fax 775-482-8573

Southern Administration Office

484 S. West Street
Pahrump, Nevada 89048
Phone 775-727-7743
Fax 775-727-7768

BOARD OF TRUSTEES

Dennis Keating, President
Harold Tokerud, Vice President
Tracie Ward, Clerk
Polly Church
Mike Floyd
Edna Jean Forsgren

Dr. William E. (Rob) Roberts
Superintendent

February 15, 2007

MEMORANDUM

TO: Board of Trustees

FROM: Dr. William E. Roberts, Superintendent

SUBJECT: Superintendent Report

Three weeks have gone by and here we are again. How time flies when you thoroughly enjoy what you do.

On Friday, January 26, I met with representatives from Civil Wise to discuss Mid Valley Enterprises, which is a new development coming to town. They have two projects under development. One is large, nearly 779 lots near a Brothel, and the other is 44 lots in the western part of town. We are currently in the negotiating stage regarding their responsibilities to the school district.

I also spoke with Senator Reid's office and asked for their support in finding information concerning any trailers that FEMA may have for disposal or sale that we may acquire for teacher housing in Gabbs and Round Mountain.

Monday, January 29 found me spending quality time with my staff in the morning and working toward finalizing the planning stage for Floyd Elementary in the afternoon.

Tuesday morning was spent meeting with staff and then flying to Reno for the Governor's Inauguration Ball that evening. I spent the next three days in Carson City; attending a Southern Nevada Regional Professional Development Program Board of Director's Meeting, of which I am President, on Wednesday morning. The Superintendent's Finance Committee meeting on Wednesday afternoon, where we discussed budgetary needs for school years 07-09, and the monthly Superintendent's meeting on Thursday. I attended a reception at the Governor's mansion that evening (see attached). I then stayed for a Governor's Committee Meeting on Friday, where we worked on the Empowerment Model.

February 5, 6, and most of the 7th, were spent in the north. I met with the General Manager of Round Mountain Gold Company and visited several possible sites for teacherages. I am in negotiations with him for possible building lots. I spent most of Tuesday in Gabbs checking out the damage to the buildings there and developing corrective measures.

Thursday found me at Pahrump Valley High School attending the Annual Formal Inspection for JROTC. The students and staff did a wonderful job. I met with a developer regarding a 360-unit condominium complex that is going up on the corner of Basin and Blagg. I believe it was a lucrative visit. We had a Construction Meeting with the Architects in the afternoon and I think we are very close to achieving a terrific school site plan.

Friday was a bright, sunny day and I met with staff and visited school sites.

A meeting with Paul Burris of Utilities, Inc. started the week off on Monday, February 12. Tuesday was spent meeting with staff, both school level and district level. Late afternoon found me at Great Basin College working with the committee to interview and hire a director for the Pahrump site.

The Administrative Team met Wednesday, February 14, and a great many things were accomplished. Our collective staff is one of the finest in the state. A Happy Valentine's Day was had by all.

Today started off early with the Budget Meeting.

Next week, I will be meeting with staff and visiting school sites as much as possible, in preparation for my departure, for New Orleans, on the 28th. I am attending the American Association of School Administrators conference. I am on the Board of Directors for this organization. I will be back in the office bright and early on Tuesday, March 6.

Bob Wimpey and I have been selected as part of the top five finalists for the Cashman Good Government Award, for our water conservation efforts, by the Nevada Taxpayers Association. This is the third year in a row that individuals from Nye County School District have been finalists. We will be attending the presentation in Carson City on February 27.

I would like to recognize Cameron McRae for his community relations efforts in Beatty. He provided transportation for the judicial system during their Nevada Justices of the Peace and Municipal Court Judges 2007 winter Seminar in January.

I received a call from Josh Hicks, General Counsel for the Governor, requesting my participation on the Governor's Methamphetamine Task Force.

I hope the next few weeks are as lucrative and eventful.



THE NEVADA INAUGURATION COMMITTEE
REQUESTS THE PLEASURE OF YOUR COMPANY
AT
THE INAUGURATION CELEBRATIONS
HONORING
GOVERNOR JIM GIBBONS & FIRST LADY DAWN GIBBONS



FRIDAY, JANUARY TWENTY-SIXTH
AT
SEVEN O'CLOCK IN THE EVENING
THE VENETIAN
LAS VEGAS, NEVADA



TUESDAY, JANUARY THIRTIETH
AT
SEVEN O'CLOCK IN THE EVENING
SILVER LEGACY RESORT CASINO
RENO, NEVADA

BLACK TIE PREFERRED
BOOTS OPTIONAL



January 12, 2007

Dear Fellow Nevadan:

Thank you for agreeing to be a member of my transition team. With your efforts, we have succeeded in creating a seamless transition from one administration to another. This could not have been done without your valued advice and commitment.

Dawn and I would like to extend an invitation to you and join us for a special reception at the Governor's Mansion to show our appreciation for your hard work. This occasion gives us the opportunity to thank each and every one of you in person for all that you have done for the great state of Nevada.

Please join us on Thursday, February 1, 2007 beginning at 6:00 p.m. in The Nevada Room. We look forward to your attendance, please RSVP to Ande, Helen or Bonnie at (775) 687-3000.

Sincerely,

A handwritten signature in blue ink that reads 'Jim Gibbons'.

Jim Gibbons
Governor of Nevada

OFFICE OF THE GOVERNOR

Certificate of Recognition

Presented To;

Rob Roberts

*In Appreciation For Your Hard Work And Dedication
During The Transition Of This Administration
Education*

21




February 01, 2007
Date


Jim Gibbons
Jim Gibbons, Nevada Governor

Cameron McRae

We would like to extend our warm and whole-hearted
THANKS to you for the bus that you were able to
provide for the Scotty's Castle tour this last week
for the Nevada Justices of the Peace and Municipal
Court Judges 2007 Winter Seminar. (January 23-26, 2007)

The judge's had a great time and we were able to transport
them all in one group to the facility. Your contribution has
helped make our first NJA seminar hosted in Beatty a great success!


Sgt. of the Peace


Court Administrator

January 29, 2007

Jerry C. Hill, Asst. Supt.
Nye County School District
484 S. West St.
Pahrump, NV 89048

Dear Mr. Hill:

Please accept our congratulations upon Dr. William Roberts and Robert Whimpey being selected as one of five finalists for the Cashman Good Government Award. The presentation of the finalists and the announcement of the winner will take place on Tuesday, February 27 in Carson City at the Nugget Convention Center during our annual meeting and legislative dinner. Each of the finalists (listed below) will be introduced during the dinner.

We would like to have Dr. Roberts and Mr. Whimpey attend the dinner as our guests. Due to the reduced seating available at the Nugget, we will be unable to accommodate any additional guests.

We will reimburse the airfare and transportation to and from the Nugget for those persons attending. A reimbursement check will be issued after a bill, along with supporting receipts, is submitted to our Las Vegas office.

A reservation form is enclosed. Please return it as soon as possible so that we have the name(s) of the attendee(s).

The finalists (in alphabetical order):

East Fork Fire & Paramedic Districts and Carson City Fire Department

Energy Conservation, Facilities Division, Clark County School District

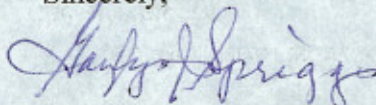
Dr. William "Rob" Roberts and Robert Whimpey, Nye County School District

Jeffrey P. Tissier, Truckee Meadows Water Authority

Ed Wilson, Nevada Department of Transportation

Congratulations again, and if you have any questions please don't hesitate to contact me or Carole Vilardo (775/882-2697).

Sincerely,



Gaylyn Spriggs
Special Projects Director

MONTHLY ENROLLMENT REPORT FOR NYE COUNTY SCHOOL DISTRICT

Fifth MONTH FROM 12/18/2006 1/19/2007

Attendance Area	Spec Ed Enrollment	Pre-Kindergarten Enrollment			Kindergarten Enrollment			Elementary Enrollment			High School Enrollment			Total School Enrollment		Change from last Month	Prior Year 10th Month	Change from Last Year	% of Attendance	
														Current Month	Prior Month				Current	Last Year
AMARGOSA	35	19	19	17.2	28	27	24.6	149	147	138.18	0	0	0.00	193	191	2	183	10	94%	92%
BEATTY ELEM.	6	2	2	2.0	11	11	10.6	100	96	90.98	0	0	0.00	109	109	0	122	-13	95%	94%
BEATTY HIGH	10	0	0	0.0	0	0	0.0	0	0	0.00	138	133	124.68	133	138	-5	128	5	93%	91%
DUCKWATER	1	4	4	2.4	1	1	1.0	8	7	7.22	0	0	0.00	12	9	3	11	1	96%	98%
GABBS	12	0	0	0.0	7	6	5.2	34	32	30.05	21	21	18.73	59	60	-1	63	-4	91%	94%
HAFEN	38	0	0	0.0	74	71	64.1	518	508	462.61	0	0	0.00	579	580	-1	557	22	91%	92%
MANSE ELEM.	53	0	0	0.0	103	100	91.1	444	431	392.57	0	0	0.00	531	517	14	483	48	92%	91%
J.G. JOHNSON ELEM.	79	0	0	0.0	115	115	100.0	566	548	490.28	0	0	0.00	663	665	-2	554	109	89%	92%
MT. CHARLESTON	40	0	0	0.0	89	86	76.6	518	500	463.42	0	0	0.00	586	588	-2	572	14	93%	94%
EARLY CHILDHD	103	138	136	113.0	0	0	0.0	0	0	0.00	0	0	0.00	136	120	16	114	22	88%	88%
ROSEMARY CLARKE	206	0	0	0.0	0	0	0.0	1272	1248	1097.70	0	0	0.00	1248	1254	-6	1114	134	89%	91%
PAHRUMP HIGH	183	0	0	0.0	0	0	0.0	0	0	0.00	1340	1288	1085.81	1288	1328	-40	975	313	83%	91%
RND. MTN. ELEM.	26	8	8	7.53	21	20	19.4	134	131	120.79	0	0	0.00	159	161	-2	158	1	93%	92%
RND. MTN. JR/SR.	33	0	0	0.0	0	0	0.0	94	92	81.88	111	106	91.84	198	197	1	192	6	89%	95%
SILVER RIM	10	13	13	12.2	42	42	36.4	67	65	58.58	0	0	0.00	120	118	2	113	7	91%	91%
TONOPAH ELEM.	45	0	0	0.0	0	0	0.0	226	224	207.29	0	0	0.00	224	223	1	226	-2	93%	95%
TONOPAH HIGH	21	0	0	0.0	0	0	0.0	0	0	0.00	152	144	128.87	144	150	-6	153	-9	87%	90%
PATHWAYS	8	0	0	0.0	0	0	0.0	60	54	48.61	89	88	74.38	142	133	9	142	0	90%	77%
TOTALS	909	184	182	154.35	491	479	429.2	4190	4083	3690.16	1851	1780	1524.31	6524	6541	-17	5860	664		

SPEECH ONLY:

PRE- K-12 ENROLLMENT TOTALS

PRIOR MONTH'S NET ENROLLMENT:

Total Speech | 390

<u>NET</u>	<u>GROSS</u>	<u>GROSS ADA</u>
6524	6716	5682.02

1st	2nd	3rd	4th
6536	6558	6519	6541
5th	6th	7th	8th
6524			
9th	10th		

24
 ** Percentage of attendance for Pathways is not correct due to nature of non traditional classes

AMARGOSA VALLEY SCHOOLS
HCR 69 Box 401-Z
Amargosa Valley, NV 89020
Mary Sue Morin, Principal

5th School Month: December 18 2006 – January 19, 2007

PK	Lynne Bates	19
Kdg	Diane George	14
Kdg.	Katie Dawson	13
Grade 1	Lynn Jordan	10
Grade 1	Lilia Hansen	8
Grade 2	Lori Martin	21
Grade 3	Denise Edwards	16
Grade 4	Laurel Hickenbotham	13
Grade 5	Ellice Dunsterville	14
Grade 6	Patty Duszynski	21
Grade 7	Dennis Rafferty	24
Grade 8	James Hein	20
TOTAL:		193

Class size for the Beatty Elementary and Middle school for the 5th school month from December 18, 2006 to January 19, 2007:

Speech Aide	Early Childhood	2
Holly Lane (sub)	Kindergarten	11
Carol Senary	1st grade	10
Leona Benshoof	2nd grade	9
Gary Torstenson	3rd grade	8
Aimee Senior	4th/5th grade 4=7,5=16	<u>23</u>
	Sub Total:	63
Elizabeth Vessels	6th grade (homeroom)	16
Vonnie Gray	7th grade (homeroom)	15
Vern Nelson	8th grade (homeroom)	<u>15</u>
	Sub Total:	46
	GRAND TOTAL:	109

Beatty High School

Freshman	40
Sophomores	31
Juniors	23
Seniors	39
TOTAL	133

Duckwater Elementary/Middle School

Class Size Report

5th Month

8 (K-8) and 4 (Preschoolers)

12 total

Enrollment at RMHS as of 1/19/07 is:

9th grade - 30

10th grade - 22

11th grade - 21

12th grade - 32

Total - 105

Enrollment at RMMS as of 1/19/07 is:

6th grade - 32

7th grade - 27

8th grade - 33

Total - 92

Total enrollment – 197

Tonopah High School Class Count 5th Month 2006-2007

Grade 9 38

Grade 10 37

Grade 11 35

Grade 12 34

Total 144

GABBS HIGH SCHOOL
January 26, 2007
ADA 5th MONTH

<u>TEACHER/ ADVISOR</u>	<u>GRADE</u>	<u># OF STUDENTS</u>
Hovden	7	5
Hovden	8	5
Hovden	9	5
Tooley	10	4
Wood	11	4
Wood	12	8

Total Students: 31

Special Education Students grade 7 through 12: 9

GABBS ELEMENTARY

Kerns	K	6
Kerns	1	3
Kerns	2	4
Hall	3	3
Hall	4	4
Hall	5	5
Hall	6	3

Total Students: 28

Special Education Students K through 6: 5

**CLASS SIZE FOR PAHRUMP EARLY CHILDHOOD SPECIAL EDUCATION
FOR THE 5th SCHOOL MONTH 06-07**

<u>TEACHER</u>	<u>GRADE</u>	<u># IN CLASS</u>	
		A.M.	P.M.
Sarah Hopkins	ECSE	13	15
Shelly Jacobi	ECSE	12	14
Michelle Petaros	ECSE	7	14
Randi Porter	ECSE	8	12
Traci Priest	ECSE	6	13
Stephanie Bibler	ECSE	8	14
TOTAL		54	82

Pathways High School:

	Male	Female
9th	22	20
10th	7	10
11th	3	11
12th	3	2
Total	35	53

Pathways Middle School

6th	5	5
7th	6	7
8th	20	11
Total	31	23

Pahrump Valley High School

The 5th ADA class distribution is as follows:

Grade	Male	Female
9	247	202
10	226	191
11	129	124
12	82	87
Prev-Grad - Sped	2	2 (not included in total)
	<hr/>	<hr/>
	684	604
 Total	 1328	

**CLASS SIZE FOR MANSE ELEMENTARY
SCHOOL FOR TH 5th SCHOOL MONTH
2006-2007**

TEACHER	GRADE	# IN CLASS
CINDI HASTINGS	K	20
DONNETTE SCHROEDER	K	20
JENNIFER JONAS	K	19
LOIS MILLS	K	22
TONI WOMBAKER	K	19
DONAMARIE DESCAMPS	1	17
SHIRLEY JACKSON	1	16
TERESA LINNER	1	16
SUSAN TOOMER	1	17
SUSAN BROWN	2	18
SANDRA KIRKER	2	20
CASSONDRA LAUVER	2	20
JUDITH LISTER	2	20
JENNIFER OGDEN	2	19
JUDITH CAMPBELL	3	20
KELLY JONES	3	22
KIMBERLY KINGSLEY	3	21
MIKE LINNER	3	21
GINA BRAATHEN	4	23
MISA CARLSON	4	21
DEANNA FLOYD	4	22
CHRISTINE RICHARDSON	4	23
RITA CHVILICEK	5	25
LYNNE LINDBERG	5	25
PAMELA TEHUIOTOA	5	23
LAURA HART	EH	10
PENNIE ROSCO	SLD	12
TOTAL		531
NUMBER OF STUDENTS ON VARIANCE	50	

J.G. Johnson Elementary
5th School Month 2006-2007

<u>Teacher</u>	<u>Grade</u>	<u>Class Size</u>
Deborah Carle	K	36
Charese Moore	K	35
JoAnne Dean	K	37
Julie Clark	1	23
Pam Mulkey	1	22
Joette Thorn	1	23
Kathleen Eisner	1	24
Lisa True	1	23
Melanie Fried	2	19
Mika Greenwald	2	20
Nora Nygaard	2	22
Linda Sims	2	21
Allison Eadie	2	21
Christy Henshaw	3	26
Greg Severts	3	27
Laura Weir	3	26
Sheila Windholz	3	25
Doris Jackson	4	28
Joan Mercadante	4	27
Debra Norton	4	29
Gary Ward	4	30
Ruby Cooper	5	25
Melinda Dennis	5	24
David Dispensa	5	23
Tamara Janneck	5	23
Kris Dale	UG	9
Mary Bjerke	UG	7
Tammy Cochrell	UG	8
<u>Total</u>		<u>663</u>

**CLASS SIZE FOR MT. CHARLESTON ELEMENTARY
SCHOOL FOR THE 5th SCHOOL MONTH
2006/07**

<u>TEACHER</u>	<u>GRADE</u>	<u>#IN CLASS</u>
ESTHER ENGLUND	K	29
PAM MOEN	K	28
CHERYL OCCHUIZZO	K	29
LAUREN BOLLING	1	16
SANDRA FIELDS	1	20
HEATHER FREEMAN	1	17
LAURA JENSEN	1	19
KEELE MCDANIEL	1	20
DONALD JENSEN	2	19
RENAE LINDGREN	2	20
TRUDI SALZWEDEL	2	20
DONALD SUTTON	2	20
BARBARA SUTTON	2	19
VICKI BENIZIO	3	24
LANCE ENGLUND	3	23
JILL WARREN	3	23
KARLYLE SHOOK	3	22
MICHELE ZARUBA	3	22
KATHLEEN FLOYD	4	23
MARK MCDANIEL	4	23
LORI ODEGARD	4	22
RENEE SMITH	4	22
LINDA BAILEY	5	25
JILL HARRIS	5	27
MICHELLE SHERECK	5	27
CINDY THAYER	5	27
TOTAL		586
NUMBER OF STUDENTS ON A VARIANCE		42

**CLASS SIZE FOR HAFEN ELEMENTARY SCHOOL
5th SCHOOL MONTH
2006-07**

TEACHER	GRADE	# IN CLASS
Ruthey Andresen	K	31
Robert Schoenhofen	K	25
Jill Tietjen	K	15
Jean Aubol	1 st	22
Crystal Farinella	1 st	22
Lyndee Presgrove	1 st	20
Sandra Schultz	1 st	19
Linda Wogee	1 st	20
Cindy Benton	2 nd	19
Elissa Couch	2 nd	19
Elizabeth Dymond	2 nd	19
Cheryl Frye	2 nd	19
Jeff Pomije	2 nd	19
Kurt Thorne	2 nd	18
William Alexander	3 rd	20
Diane Bradley	3 rd	22
Coleen Gremore	3 rd	22
Jessica Tsu	3 rd	23
Lisa Carl	4 th	25
Becci Graham	4 th	25
Mike Ponton	4 th	25
Laura Shelton	4 th	25
Michael Gogerty	5 th	26
Mark Kessler	5 th	27
Georgia Salway	5 th	26
Paula Ward	5 th	26
TOTAL		579
# OF STUDENTS/VARIANCE		3

Rosemary Clarke Middle School Memorandum



Date: January 22, 2007
To: Kerry Paniagua
From: Carol Kubinski
Re: 5nd ADA counts (CORRECTED)

Grade	Male	Female	Total
6	224	197	421
7	205	203	408
8	211	208	419
OVERALL STUDENT TOTAL			1248

ROUND MOUNTAIN ELEMENTARY SCHOOL
HOME OF THE SQUIRES
P.O. Box 1429
Round Mountain, NV 89045
Phone: (775) 377-2236
Fax: (775) 377-2354

Principal
Barbara Floto

Secretary
Sandy Dutton

Superintendent
Dr. William E. (Rob) Roberts

Class size for the Round Mountain Elementary School for the 5th

School month December 18, 2006 to January 19, 2007

<u>TEACHER</u>	<u>CLASS</u>	<u>NUMBER IN CLASS</u>
Rachel Potter	Early Childhood	8
Stacie King	Kindergarten	9/11
Tamara Jones	First Grade	15
Janine Tuss	First Grade	14
James Hunt	Second Grade	14
Tena Jones	Second Grade	17
Carol Taylor	Third Grade	11
Fritche Lage	Third Grade	11
Lisa Granillo	Fourth Grade	28
Susan Lewis	Fifth Grade	21
Total		159

SILVER RIM ELEMENTARY SCHOOL

Mrs. Lynna Howerton, Principal

P.O. Box 591

881 Smoky Valley Road

Tonopah, Nevada 89049-0591

Phone (775) 482-9713

Fax (775) 482-3375

January 22, 2007

ATTENDANCE FOR THE 5th SCHOOL MONTH 18 DEC TO 19 JAN 2007

TEACHER	CLASS	NO. STUDENTS
Patricia Woods	K	42
Cara Ramsey	1 st	15
Anena Kipp	1 st	13
Jennifer Jerrell	2 nd	19
Sher Miller	2 nd	18
Rachel Potter	PK	13
TOTALS		120

Lynna Howerton, Principal

LH:ch

TONOPAH ELEMENTARY/MIDDLE SCHOOL

January 29, 2007

ATTENDANCE FOR THE 5TH SCHOOL MONTH 18 DEC 06 – 19 JAN 07

TEACHER	CLASS	NO. STUDENTS
ELEMENTARY		
Campos, Khristine	3 rd	15
Olin, Russell	3 rd	17
Bridgman, Ronda	4 th	23
Wilson, Danni	4 th	22
Gillard, Gayle	5 th	15
Thibodeaux, Mary	5 th	16
	Sub Total	108
MIDDLE SCHOOL		
	6 th	36
	7 th	38
	8 th	43
	Sub Total	117
TOTALS		225

LH:ch

FINANCIAL INFORMATION
NYE COUNTY SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING FEBRUARY 15, 2007

Dear Board Member:

If you have questions regarding this Financial Report, please contact Mr. Ritchie's Office in Pahrump prior to the Board Meeting, to insure a timely response at the meeting.

2/7/2007

BOARD OF TRUSTEES BUDGET for 06-07

	<u>Budgeted</u>	<u>YTD Exp.</u>	<u>Encumbered</u>	<u>Balance</u>
Social Security	850	500		350
Workers Comp	250	187		63
Medicare	200	117		83
Day of Service	13,680	8,060		5,620
Professional Service	75,000		75,000	0
Lobbying		9,000		(9,000)
Communications		501		(501)
Travel	7,000	2,987		4,013
Supplies	4,000	2,141	537	1,322
Fuel		466		(466)
Tech Supplies/Software				
Tech Items of Value				
Dues & Fees	15,400	13,575		1,825
	<hr/>	<hr/>	<hr/>	<hr/>
TOTAL	\$116,380	\$37,534	\$75,537	\$3,309

NYE COUNTY SCHOOL DISTRICT

As of 2/7/07

SUMMARY OF EXPENDITURES	BUDGETED	ACTUAL	%
100 - Regular	24,124,478	9,960,656	41.29%
300 - Vocational	967,850	373,871	38.63%
900 - Other	755,593	239,474	31.69%
TOTAL DISTRIBUTED EXPENDITURES	25,847,921	10,574,001	40.91%
000 - Undistributed			
2100 - Student Support	263,755	105,516	40.01%
2200 - Staff Support	232,896	121,228	52.05%
2300 - General Administration	1,369,140	704,139	51.43%
2400 - School Administration	3,674,356	1,890,999	51.46%
2500 - Business Support	2,182,021	1,271,044	58.25%
2600 - Plant Operation & Mtce.	6,423,406	4,441,468	69.15%
2700 - Student Transportation	2,844,189	1,579,516	55.53%
5200 - Transfer to Other Funds	7,143,739	2,449,622	34.29%
TOTAL UNDISTRIBUTED EXPENDITURES	24,133,502	12,563,533	52.06%
TOTAL EXPENDITURES	49,981,423	23,137,533	46.29%
Contingency			
Unappropriated Fund Balance	421,455		
Reserved Fund Balance			
TOTAL EXPENDITURES & FUND BALANCE	50,402,878		

SUMMARY OF AVAILABLE FINANCING	BUDGETED	ACTUAL	%
Beginning Balance	421,455	421,455	100.00%
Ad Valorem	8,394,253	6,590,513	78.51%
Sales & Use Taxes	8,254,006	3,448,440	41.78%
General Govt. Services Tax	1,996,226	990,192	49.60%
Tuition - In-State	20,000	13,600	68.00%
Tuition - Out of State	60,000	16,003	26.67%
Earnings on Investments	150,000	168,880	112.59%
Bank of America Sweep Interest	50,000	49,793	99.59%
Miscellaneous	134,753	53,962	40.05%
State Distributive	29,398,269	14,374,542	48.90%
Special Appropriations (Counselors)	50,000	50,000	100.00%
Other Appropriations	324,828	546,679	168.30%
Federal Grants in Aid	0	6,230	



Nye County School District

Office of the County Superintendent
P.O. Box 113
Tonopah, Nevada 89049
Phone 775-482-6258
Fax 775-482-8573

Southern Administration Office
484 S. West Street
Pahrump, Nevada 89048
Phone 775-727-7743
Fax 775-727-7768

BOARD OF TRUSTEES
Dennis Keating, President
Harold Tokerud, Vice President
Tracie Ward, Clerk
Polly Church
Mike Floyd
Edna Jean Forsgren
Kevin S. Pape

Dr. William E. "Rob" Roberts
Superintendent

Jerry C. Hill
Assistant Superintendent
for Student Achievement

MEMORANDUM

TO: Board of Trustees
Dr. William E. "Rob" Roberts, Superintendent

FROM: Department for Student Achievement
* Jerry C. Hill, Assistant Superintendent for Student Achievement
* Karen Holley, Grant Write
* Karen Liberty, Curriculum Coordinator
* Ginger Olson, Coordinator of Testing, Accountability and Educational Technology

RE: Report to Board of Trustees

DATE: February 8, 2007– for Board Meeting February 15, 2007

JERRY HILL:

- ♦ Attended Advanced Placement Meeting at PVHS to determine course offerings for next year and staff development.
- ♦ Met with TOSA's concerning their role and their role in district staff development initiatives as part of District Improvement Plan.
- ♦ Held several departmental meetings concerning Principals Academy and other staff development initiatives.
- ♦ Met with RCMS principal regarding academic issues.
- ♦ Began Principals Academy process with calendar of events for principals' selection. Completed requests to be codified and budgeted.
- ♦ Met with all "Northern" principals about their issues and visited all schools.
- ♦ Conducted "Educational Technology Survey" at all Northern school sites to determine the placement of educational technology and the perceived needs of each building.

MEMORANDUM

February 8, 2007

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- ♦ Responded to Local Government Fiscal Note concerning proposed bill draft dealing with parental involvement requirements devolving on principals and secretaries.
- ♦ Met with representatives from "Classworks" remedial curriculum system concerning possible district-wide adoption.
- ♦ Met with Pahrump librarian to discuss in-service for principals concerning state library system opportunities.

KAREN HOLLEY

- ♦ Attended Dollars for Scholars meeting to request additional tuition funding for CNA students for fall of 2007-2008 class.
 - Funding is usually for three credits however this class is for six credits and has several additional charges. Increased funding was approved.
- ♦ Attended a GEAR UP training at Green Valley High School hosted by the state GEAR UP office.
- ♦ Currently working with Great Basin College to articulate NCSD CTE courses offered at the high school level.

KAREN LIBERTY

- ♦ 01/03 Met with the Pitsco Rep, Rick Evans
 - Working on setting up the Pitsco Lab at RCMS
- ♦ 01/04 Attended a workshop on "Blowing Away the State Writing Assessment"
 - In near future will be instructing this class for NCSD Teachers
- ♦ 01/05 NCSD TOSA meeting.
 - Met with the three TOSA to discuss calendars, classes, and site support
- ♦ 01/06 Saturday Academic Camp for Gifted and Talented met at JG Johnson ES
 - 32 students doing investigations
- ♦ 01/08 Met with Sam Simatos to discuss textbooks for seeing impaired students
- ♦ 01/09 Observed McRel teachers' mid year projects at Great Basin College

MEMORANDUM

February 8, 2007

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- ♦ 01/10 A-Team meeting
 - shared national conference available to principals and McRel projects
- ♦ 01/11 Met with the Manse State Support Team
 - discussed updates to the school improvement plan
- ♦ 01/16-18 Meeting at Nevada Department of Education
 - Workshop on the growth model; the State will submit a growth model to measure AYP
- ♦ 01/22 Facilitated a data workshop at Beatty;
 - Analyzing test data
 - Helped Beatty teachers create curriculum maps to assure standards are taught before the testing window
- ♦ 01/23 Department meeting to go over Principal's Academy and major department's initiatives
- ♦ 01/25 Department Meeting discussing RPDP potential to take over where McRel left off Using Technology in the Classroom
- ♦ 01/27 Saturday Academic Camp for Gifted and Talented met at JG Johnson ES
 - 32 students doing investigations
- ♦ 01/31 January Active Teaching for Active Learning lesson due
 - Each OMNI teacher submitted two active learning lessons

GINGER OLSON:

- ♦ I attended Test Director's meeting in Las Vegas.
 - During this meeting, directors were introduced to a new website. eMetrics has writing data available for schools. The interactive website allows principals to pull reports based on Adequate Yearly Progress (AYP) criteria.
- ♦ I participated in a workshop hosted by the Nevada Department of Education.
 - Participants discussed a Growth Model to determine AYP.
- ♦ I attended a demonstration of hardware/software presented by Hughes Callahan.
 - Their products would be used to create district assessments.
- ♦ At the end of February, a team of four will be going to Denver to evaluate a high school engineering lab.

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- Creative Learning is funding this trip, so that we may see their product in action.

DAILY STUDENT COUNT MONTH OF JANUARY 2007 RCMS / PVHS (PM)																					PEAK	
DATE	4	5	8	9	10	11	12	16	17	18	19	23	24	25	26	29	30	31	N/A	N/A	N/A	
ROUTE																						
1	21	23	23	19	22	21	24	21	21	14	17	18	21	23	24	21	21	21	0	0	0	24
2-B	29	28	31	29	32	29	21	35	27	30	31	27	31	31	30	32	33	32	0	0	0	33
3-C	45	44	48	49	47	45	47	31	41	39	40	45	41	43	44	44	45	43	0	0	0	49
4-M	56	54	55	52	57	52	61	56	54	51	61	50	49	49	58	48	50	45	0	0	0	61
5-J	48	41	44	46	42	46	45	20	41	45	48	48	50	48	44	41	41	42	0	0	0	50
6-N	56	55	62	58	61	59	64	56	63	58	53	59	54	62	62	63	59	62	0	0	0	64
7-O	48	45	48	43	45	48	43	45	45	43	52	48	45	45	44	44	45	44	0	0	0	52
8-Q	66	64	52	61	65	58	60	68	73	75	66	61	74	75	76	58	66	61	0	0	0	76
9-P	60	60	58	59	60	61	65	58	56	51	62	54	60	53	60	52	54	59	0	0	0	62
10-R	41	40	45	46	44	46	46	47	43	45	49	47	46	49	49	38	49	44	0	0	0	49
11-SC	44	41	45	43	48	45	48	36	46	49	44	43	40	46	44	45	42	42	0	0	0	48
12-H	41	36	41	44	47	40	47	29	44	45	43	40	40	41	44	33	37	41	0	0	0	47
13-V	63	59	63	62	58	62	65	60	59	63	62	65	58	64	52	57	59	63	0	0	0	65
14-W	55	44	54	55	55	57	51	48	48	48	50	52	55	55	54	54	55	55	0	0	0	57
15-T	60	59	63	63	58	63	62	59	60	65	62	64	54	63	62	62	59	60	0	0	0	65
16-S	54	47	59	60	60	61	59	52	62	63	65	59	62	67	66	61	63	61	0	0	0	67
17-Y	35	42	41	34	38	43	43	44	46	45	45	44	41	42	46	37	43	37	0	0	0	46
18-K	36	42	40	43	43	40	40	32	39	36	41	40	43	43	40	42	42	42	0	0	0	43
SUB TOTAL	858	824	872	866	882	876	891	797	868	865	891	864	864	899	899	832	863	854	0	0	0	
1	4	0	4	5	5	5	2	5	5	5	4	2	6	4	4	7	5	8	0	0	0	8
20-D	52	45	47	45	41	50	46	51	42	42	43	48	48	40	45	52	51	48	0	0	0	52
21-F	50	20	50	46	50	51	43	38	58	53	50	46	52	53	43	52	45	40	0	0	0	58
22-E	62	21	54	54	53	53	43	32	56	57	46	51	52	50	49	54	42	58	0	0	0	62
23-I	55	22	66	55	55	56	57	41	65	56	56	61	59	60	51	57	60	62	0	0	0	66
24	58	20	56	53	55	46	43	55	51	61	56	52	58	53	53	52	47	55	0	0	0	61
25-L	44	16	44	41	38	43	28	38	42	31	43	43	43	44	41	38	31	46	0	0	0	46
26-U	49	11	57	56	52	48	48	40	60	54	52	63	60	53	50	54	49	56	0	0	0	63
27	64	25	62	58	60	56	54	58	58	67	59	57	57	56	63	53	65	65	0	0	0	67
28-X	56	20	51	58	53	56	55	54	58	56	51	56	48	52	51	55	55	51	0	0	0	58
SUB TOTAL	494	200	491	471	462	464	419	412	495	482	460	479	483	465	450	474	450	489	0	0	0	
TOTALS	2210	1848	2235	2203	2226	2216	2201	2006	2231	2212	2242	2207	2211	2263	2248	2138	2176	2197	0	0	0	

RCMS	15565	RCMS AVERAGE	48.04
PVHS	8140	PVHS AVERAGE	45.222

GRAND TOTAL	23705
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2007 BOARD OF TRUSTEE COMMITTEE ASSIGNMENTS

NASB Director	Harold Tokerud
Legislative Representative	Dennis Keating
Debt Management Commission Rep.	Tracie Ward
Parks & Recreation Representative	Polly Church
Policy Committee	Mike Floyd, Dennis Keating & Tracie Ward
Insurance Committee	Edna Forsgren
United Way Board of Directors	Kevin Pape
Sick Leave Bank	Dennis Keating
Attendance Committee	Tracie Ward
SB-289 Crisis Management Committee	Harold Tokerud
Construction Committee	Mike Floyd, Harold Tokerud & Tracie Ward
Career & Technical Skills Committee	Mike Floyd

Last updated 5-31-06

**NYE COUNTY SCHOOL DISTRICT
2006-07 BOARD OF TRUSTEES MEETING CALENDAR**

<u>Meeting Date</u>	<u>Time</u>	<u>Location</u>	<u>Agenda closes @ noon on</u>
Monday, 7/10/06	11:00 a.m.	Videoconference	Friday, 6/30/06
Friday, 7/28/06	10:00 a.m.	Videoconference	Thursday, 7/20/06
Friday, 8/11/06	10:00 a.m.	Videoconference	Thursday, 8/3/06
Friday, 8/25/06	10:00 a.m.	Videoconference	Thursday, 8/17/06
Friday, 9/8/06	10:00 a.m.	Videoconference	Thursday, 8/31/06
Friday, 9/22/06	10:00 a.m.	Videoconference	Thursday, 9/14/06
Friday, 10/6/06	10:00 a.m.	Videoconference	Thursday, 9/28/06
Friday, 10/20/06	10:00 a.m.	Videoconference	Thursday, 10/12/06
Friday, 11/3/06	10:00 a.m.	Videoconference	Wednesday, 10/25/06
Friday, 12/1/06	10:00 a.m.	Videoconference	Tuesday, 11/21/06
Friday, 12/15/06	10:00 a.m.	Videoconference	Thursday, 12/7/06
Thursday, 1/4/07	6:30 p.m.	Pahrump	Wednesday, 12/20/06
Thursday, 1/25/07	6:30 p.m.	Videoconference	Thursday, 1/18/07
Thursday, 2/15/07	6:30 p.m.	Videoconference	Thursday, 2/8/07
Thursday, 3/8/07	5:00 p.m.	Amargosa	Thursday, 3/1/07
Thursday, 3/29/07	6:30 p.m.	Videoconference	Thursday, 3/22/07
Thursday, 4/19/07	6:30 p.m.	Videoconference	Wednesday, 4/11/07
Wed., 5/16/07*	6:30 p.m.	Videoconference	Thursday, 5/10/07
Thursday, 5/31/07	6:30 p.m.	Tonopah	Thursday, 5/24/07
Thursday, 6/21/07	6:30 p.m.	Videoconference	Thursday, 6/14/07

NOTE: Changes in time or location will be noted on the posted agenda. Agenda closing dates subject to change if necessary.

*Includes Public Budget Hearing [NRS 354.596].

All meetings are held by videoconference between the Pahrump and Tonopah District offices unless otherwise noted on the agenda.

Effective 1/26/07



AIA[®] Document B151[™] – 1997

Abbreviated Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Ninth day of January in the year Two thousand and seven
(In words, indicate day, month and year)

BETWEEN the Architect's client identified as the Owner:
(Name, address and other information)

Nye County School District Board of Trustees
484 S. West Street
Pahrump, Nevada 89048

and the Architect:

(Name, address and other information)

Carpenter Sellers Associates

1919 South Jones Blvd.

Suite C

Las Vegas, Nevada 89146

Telephone Number: 702-251-8896

Fax Number: 702-251-8876

For the following Project:

(Include detailed description of Project)

The project consists of an approximately 54,000 square foot elementary school of permanent modular construction located on Jane Avenue and Susquehanna Street in the town of Pahrump in Nye County Nevada.

The drawings and specifications will include Architectural Design, Mechanical Design, Electrical Design and Plumbing Design. The Architect's compensation as set forth in Section 11.2 includes the cost of all consultants, subcontractors and other engaged by Architect to complete the drawings and specifications. The Construction Documents prepared by Architect and its subconsultants shall establish the general performance criteria for the permanent modular construction contractors to prepare competitive bids for referenced in creating their own Construction Documents that will be used for manufacturing and construction of the permanent modular buildings. The Architect will not be responsible for structural engineering documents which are intended to be part of the responsibility of the permanent modular construction contractor. The Architect's services shall include the review and evaluation of the permanent modular construction contractor's bids and the evaluation of those bids compliance with the Architect's drawings, specifications, and Construction Documents. The building portion of the work will include the services outlined in Article 2 below.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

The Owner and Architect agree as follows.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Articles 2, 3 and 12.

§ 1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

§ 1.3 The Architect shall designate a representative authorized to act on behalf of the Architect with respect to the Project.

§ 1.4 The services covered by this Agreement are subject to the time limitations contained in Section 11.5.1.

ARTICLE 2 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 2.1 DEFINITION

The Architect's Basic Services consist of those described in Sections 2.2 through 2.6 and any other services identified in Article 12 as part of Basic Services, and include normal structural, mechanical and electrical engineering services.

§ 2.2 SCHEMATIC DESIGN PHASE

§ 2.2.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

§ 2.2.2 The Architect shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Section 5.2.1.

§ 2.2.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

§ 2.2.4 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

2.2.5 The Architect shall submit to the Owner a preliminary estimate of Construction Cost based on current area, volume or similar conceptual estimating techniques.

~~§ 2.2.5 The Architect shall submit to the Owner a preliminary estimate of Construction Cost based on current area, volume or similar conceptual estimating techniques.~~

§ 2.3 DESIGN DEVELOPMENT PHASE

§ 2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

§ 2.3.2 The Architect shall advise the Owner of any adjustments to the preliminary estimate of Construction Cost.

§ 2.4 CONSTRUCTION DOCUMENTS PHASE

§ 2.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

§ 2.4.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

§ 2.4.3 The Architect shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.

§ 2.4.4 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 2.5 BIDDING OR NEGOTIATION PHASE

The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

§ 2.6 CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT

§ 2.6.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.

§ 2.6.2 The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

§ 2.6.3 Duties, responsibilities and limitations of authority of the Architect under this Section 2.6 shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent will not be unreasonably withheld.

§ 2.6.4 The Architect shall be a representative of and shall advise and consult with the Owner during the administration of the Contract for Construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.

§ 2.6.5 The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the Owner and the Architect in Article 12, (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Architect and its Sub-Consultants may visit the permanent modular company facilities during construction to observe the progress of the permanent modular construction. travel expenses for transportation, meals and lodging are considered a reimbursable expense.

§ 2.6.6 The Architect shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 2.6.7 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

Init.

§ 2.6.8 Except as otherwise provided in this Agreement or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

§ 2.6.9 CERTIFICATES FOR PAYMENT

§ 2.6.9.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts.

§ 2.6.9.2 The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 2.6.5 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 2.6.9.3 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 2.6.10 The Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 2.6.11 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 2.6.12 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Architect shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ 2.6.13 The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect as provided in Sections 3.1.1 and 3.3.3, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents.

Init.

§ 2.6.14 The Architect shall conduct ~~inspections~~observations to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final ~~inspection~~observation indicating the Work complies with the requirements of the Contract Documents.

§ 2.6.15 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 2.6.16 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

§ 2.6.17 The Architect shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. However, the Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 2.6.18 The Architect's decisions on claims, disputes or other matters in question between the Owner and Contractor, except for those relating to aesthetic effect as provided in Section 2.6.17, shall be subject to mediation and arbitration as provided in this Agreement and in the Contract Documents.

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 GENERAL

§ 3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in Article 12, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Sections 3.2 and 3.4 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Section 3.3 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Section 3.3 are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services.

§ 3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

§ 3.2.1 If more extensive representation at the site than is described in Section 2.6.5 is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

§ 3.2.2 Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as agreed by the Owner and Architect. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B352 current as of the date of this Agreement, unless otherwise agreed.

§ 3.2.3 Through the presence at the site of such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.

§ 3.3 CONTINGENT ADDITIONAL SERVICES

§ 3.3.1 Making revisions in drawings, specifications or other documents when such revisions are:

- .1 inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;
- .2 required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or

.3 due to changes required as a result of the Owner's failure to render decisions in a timely manner.

§ 3.3.2 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Section 5.2.5.

§ 3.3.3 Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives.

§ 3.3.4 Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.

§ 3.3.5 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

§ 3.3.6 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

§ 3.3.7 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.

§ 3.3.8 Providing services in connection with a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto.

§ 3.3.9 Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

§ 3.4 OPTIONAL ADDITIONAL SERVICES

§ 3.4.1 Providing analyses of the Owner's needs and programming the requirements of the Project.

§ 3.4.2 Providing financial feasibility or other special studies.

§ 3.4.3 Providing planning surveys, site evaluations or comparative studies of prospective sites.

§ 3.4.4 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

§ 3.4.5 Providing services relative to future facilities, systems and equipment.

§ 3.4.6 Providing services to investigate existing conditions or facilities or to make measured drawings thereof.

§ 3.4.7 Providing services to verify the accuracy of drawings or other information furnished by the Owner.

§ 3.4.8 Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.

§ 3.4.9 Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.

§ 3.4.10 Providing detailed estimates of Construction Cost.

§ 3.4.11 Providing detailed quantity surveys or inventories of material, equipment and labor.

§ 3.4.12 Providing analyses of owning and operating costs.

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§ 3.4.13 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

§ 3.4.14 Providing services for planning tenant or rental spaces.

§ 3.4.15 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.

§ 3.4.16 Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

§ 3.4.17 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

§ 3.4.18 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than 60 days after the date of Substantial Completion of the Work.

§ 3.4.19 Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the Project provided as a part of Basic Services.

§ 3.4.20 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 The Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. The Owner shall furnish to the Architect, within 15 days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 4.2 The Owner shall establish and periodically update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

§ 4.3 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such designated representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 4.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.5 The Owner shall furnish the services of geotechnical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.

§ 4.6 The Owner shall furnish the services of consultants other than those designated in Section 4.5 when such services are requested by the Architect and are reasonably required by the scope of the Project.

§ 4.7 The Owner shall furnish structural, mechanical, and chemical tests; tests for air and water pollution; tests for hazardous materials; and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

§ 4.8 The Owner shall furnish all legal, accounting and insurance services that may be necessary at any time for the Project to meet the Owner's needs and interests. Such services shall include auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.

§ 4.9 The services, information, surveys and reports required by Sections 4.4 through 4.8 shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

§ 4.10 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service.

ARTICLE 5 CONSTRUCTION COST

§ 5.1 DEFINITION

§ 5.1.1 The Construction Cost shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

§ 5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.

§ 5.1.3 Construction Cost does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner as provided in Article 4.

§ 5.2 RESPONSIBILITY FOR CONSTRUCTION COST

§ 5.2.1 Evaluations of the Owner's Project budget, the preliminary estimate of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

§ 5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

§ 5.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry.

§ 5.2.4 If a fixed limit of Construction Cost (adjusted as provided in Section 5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- .1 give written approval of an increase in such fixed limit;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 8.5; or

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.4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

§ 5.2.5 If the Owner chooses to proceed under Section 5.2.4.4, the Architect, without additional compensation, shall modify the documents for which the Architect is responsible under this Agreement as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of such documents without cost to the Owner shall be the limit of the Architect's responsibility under this Section 5.2.5. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

ARTICLE 6 USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

§ 6.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

§ 6.2 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

§ 6.3 Except for the licenses granted in Section 6.2, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Section 6.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 6.4 Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

ARTICLE 7 DISPUTE RESOLUTION

§ 7.1 MEDIATION

§ 7.1.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

§ 7.1.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be

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filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 7.1.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 7.2 ARBITRATION

§ 7.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Section 7.1.

§ 7.2.2 Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.

§ 7.2.3 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

§ 7.2.4 No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 7.2.5 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 7.3 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 8.

ARTICLE 8 TERMINATION OR SUSPENSION

§ 8.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Owner. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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§ 8.3 If the Project is suspended or the Architect's services are suspended for more than 90 consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 8.4 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 8.5 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 8.7.

§ 8.7 Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 This Agreement shall be governed by the law of the principal place of business of the Architect, unless otherwise provided in Article 12.

§ 9.2 Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

§ 9.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.

§ 9.4 To the extent damages are covered by property insurance during construction, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 9.5 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

§ 9.6 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 9.7 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 9.8 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

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§ 9.9 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 9.10 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

ARTICLE 10 PAYMENTS TO THE ARCHITECT

§ 10.1 DIRECT PERSONNEL EXPENSE

Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 10.2 REIMBURSABLE EXPENSES

§ 10.2.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

- .1 transportation in connection with the Project, authorized out-of-town travel and subsistence, and electronic communications;
- .2 fees paid for securing approval of authorities having jurisdiction over the Project;
- .3 reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;
- .4 expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .5 renderings, models and mock-ups requested by the Owner;
- .6 expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
- .7 reimbursable expenses as designated in Article 12;
- .8 other similar direct Project-related expenditures.

§ 10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

§ 10.3.1 An initial payment as set forth in Section 11.1 is the minimum payment under this Agreement.

§ 10.3.2 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Section 11.2.2.

§ 10.3.3 If and to the extent that the time initially established in Section 11.5.1 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Section 11.3.2.

§ 10.3.4 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.2.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

§ 10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

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§ 10.5 PAYMENTS WITHHELD

No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been adjudged to be liable.

§ 10.6 ARCHITECT'S ACCOUNTING RECORDS

Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 11 BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

§ 11.1 An Initial Payment of ~~(\$)~~ (\$0.00) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

§ 11.2 BASIC COMPENSATION

§ 11.2.1 For Basic Services, as described in Article 2, and any other services included in Article 12 as part of Basic Services, Basic Compensation shall be computed as follows:

(Insert basis of compensation, including stipulated sums, multiples or percentages, and identify phases to which particular methods of compensation apply, if necessary.)

§ 11.2.2 Where compensation is based on a stipulated sum or percentage of Construction Cost, progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:

(Insert additional phases as appropriate.)

Schematic Design Phase:	<u>\$163,680.00</u>	percent (<u>20</u>	%)
Design Development Phase:	<u>\$163,680.00</u>	percent (<u>20</u>	%)
Construction Documents Phase:	<u>\$286,440.00</u>	percent (<u>35</u>	%)
Bidding or Negotiation Phase:	<u>\$40,920.00</u>	percent (<u>5</u>	%)
Construction Phase:	<u>\$163,680.00</u>	percent (<u>20</u>	%)
<hr/>				
Total Basic Compensation	<u>one hundred \$818,400.00</u>	percent (<u>100.00</u>	%)

§ 11.3 COMPENSATION FOR ADDITIONAL SERVICES

§ 11.3.1 For Project Representation Beyond Basic Services, as described in Section 3.2, compensation shall be computed as follows:

Per the attached Schedule A.

§ 11.3.2 For Additional Services of the Architect, as described in Articles 3 and 12, other than (1) Additional Project Representation, as described in Section 3.2, and (2) services included in Article 12 as part of Basic Services, but excluding services of consultants, compensation shall be computed as follows:

(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

Per the attached Schedule A.

§ 11.3.3 For Additional Services of Consultants, including additional structural, mechanical and electrical engineering services and those provided under Section 3.4.19 or identified in Article 12 as part of Additional Services, a multiple of (~~one hundred and ten percent (1.10)~~) times the amounts billed to the Architect for such services.

(Identify specific types of consultants in Article 12, if required.)

§ 11.4 REIMBURSABLE EXPENSES

For Reimbursable Expenses, as described in Section 10.2, and any other items included in Article 12 as Reimbursable Expenses, a multiple of (~~one hundred and ten percent (1.10)~~) times the expenses incurred by the Architect, the Architect's employees and consultants directly related to the Project.

§ 11.5 ADDITIONAL PROVISIONS

§ 11.5.1 If the Basic Services covered by this Agreement have not been completed within eighteen (18) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Sections 10.3.3 and 11.3.2.

§ 11.5.2 Payments are due and payable Thirty (30) days from the date of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of interest agreed upon.)

1.0% monthly

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

§ 11.5.3 The rates and multiples set forth for Additional Services shall be adjusted in accordance with the normal salary review practices of the Architect.

ARTICLE 12 OTHER CONDITIONS OR SERVICES

(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Agreement.)

INDEMNIFICATION:

Architect agrees, to the fullest extent permitted by law, to indemnify and hold Client harmless from any damages, liability or cost (including reasonable attorneys' fees and cost of defense) to the extent caused by the negligent acts, errors or omissions of Architect or Architect's officers, agents, employees, contractors, subcontractors consultants or anyone whom Architect is legally liable, and arising from the project that is the subject of this Agreement

Client agrees to the fullest extent permitted by law, to indemnify and hold Architect harmless from any damage, liability or cost (including reasonable attorneys' fees and cost of defense) to the extent caused by the negligent acts, errors or omissions of Client or Client's officers, agents or employees, and arising from the project that is the subject of this Agreement.

The foregoing indemnification shall not include and indemnification for the negligent acts, errors or omissions of the contractor or contractors constructing the project. Neither party shall be obligated to indemnify the other party for the other party's own negligence.

CONTRACTOR INSURANCE AND INDEMNITY REQUIREMENTS:

Client and Architect agree to use their best efforts to include in any construction contracts entered into in connection with this project to require all contractors of any tier to carry statutory workers compensation, employer's liability insurance and commercial general liability insurance (CGL) and to require said contractors to have their CGL policies endorsed in the name of Client and the Architect as additional insureds and to provide contractual liability coverage sufficient to insure the indemnity obligations assumed by the contractors. Client and Architect shall use their best efforts to require contractors to furnish to Client and Architect certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction.

Neither Architect nor owner shall be responsible for damages or be deemed in default by reason of delays in performance due to circumstances beyond their reasonable control.

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Limit of Liability

It is understood that any and all professional liability incurred by Carpenter Sellers Associates throughout the course of rendering professional services on this project shall be limited to a maximum amount of the total gross fees for all services rendered on the project.

CSA shall not be responsible for damages or be deemed in default by reasons of delays in performance due to circumstances beyond our direct control. CSA does not control the duration of work by others including government agencies and makes no warranty, expressed or implied, about obtaining agency approvals by a certain date.

This Agreement entered into as of the day and year first written above.

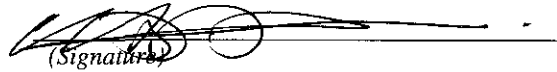
OWNER

ARCHITECT

(Signature)

Rod Pekarek, Assistant Superintendent for District Services

(Printed name and title)


(Signature)

W. Rick Sellers, Principal

(Printed name and title)

SCHEDULE A

Standard Billing Rates

Architecture:

Principal	\$205.00
Licensed Architect / Proj. Manager	\$165.00
Design Director	\$165.00
Project Manager	\$155.00
Project Coordinator	\$105.00
Job Captain	\$95.00
Drafter	\$80.00
Clerical I	\$75.00
Clerical II	\$70.00

Interior:

Design Director	\$165.00
Project Manager	\$155.00
Project Coordinator	\$105.00
Job Captain	\$95.00
Drafter	\$80.00
Clerical I	\$75.00
Clerical II	\$70.00

Reimbursable Expenses and Additional Services:

Additional Services when authorized by the client and Reimbursable expenses are billed in addition to our hourly rates at 1.15 times the cost to the architect. This includes transportation and lodging expenses in connection with out-of-town travel, reproduction, renderings, delivery and/or postage and handling of drawings and submittals, and long distance telephone or facsimile charges.

Reimbursable Expenses for in-House Consumables Will Be Charged as follows:

CATEGORY	LETTER	11 X 17	18 X 24	24 X 36	30 X 42
BLUEPRINTS/PLOTS			\$1.25/ea	\$1.80/ea	\$2.75/ea
PHOTO COPY COLOR	\$1.00/ea	\$1.50/ea			
PHOTO COPY B/W	\$0.15/ea	\$0.25/ea			
COVER/BINDINGS	\$1.00/ea				
COLOR RENDERINGS	\$8.00/ea	\$10.00/ea	24.00	\$48.00/ea	72.00

All additional services will be billed at an hourly rate or for an agreed upon fixed fee. Additional consultant services and reimbursable expenses will be billed to the client at 1.10 times the cost to the architect, which covers all coordination efforts by the architect.

Billing and Payment Policies:

This schedule and these policies are part of the letter of agreement to which is attached indicating scope of work by the architect for this specific project. Payment of the retainer and signing of this page will signify your intent as a client to contract with Carpenter Sellers Associates, a Nevada Professional Corporation, for architectural services. This agreement may be superseded by our standard agreement (AIA Contract). In contracting with our company, Client warrants that funds are available to compensate for the total amount of services and expenses contracted, and that these funds are neither encumbered nor contingent by lending institutions or other parties.

Unless noted otherwise in the proposal, invoices are submitted based upon progress of our work. They are due upon receipt and become delinquent if not paid in full fourteen (14) days after the date of invoice. A service charge will be applied to the delinquent balance at the rate of 1.0% per month.

Account delinquency will result in the stopping of all work on the project by Carpenter Sellers Associates and any of its consultants and sub-consultants. ~~Work will commence upon payment of all retainers, fees and service charges due. In some cases, an additional fee will be required to re-start work that has been stopped due to account delinquency.~~

~~Standard billing rates are reviewed on January 1st of each year. Rates are adjusted annually, but will not increase more than 5% per year from those noted above for this project.~~

I accept and agree to the terms and conditions above.

Date



February 2, 2007

Ms. Kerrie Paniagua
Nye County School District
P.O. Box 113
Tonopah, NV 89049

Dear Kerrie:

Bechtel SAIC Company, LLC (BSC) the contractor for the Department of Energy's Yucca Mountain Project is pleased to contribute to Nye County School District's math and science programs. A check for \$3,000 will be presented at your next school board meeting on February 15, 2007.

If you have any questions regarding this contribution, please call me at 702-821-7180. BSC looks forward to continuing our relationship with the Nye County School District in the coming years.

Sincerely,

A handwritten signature in cursive script that reads 'Bobbie H. Pope'.

Bobbie H. Pope
BSC Community Outreach

BHP:jb

Nye County School DISTRICT

INNOVATIVE EDUCATION

Max Buffi - Program Administrator

MEMO

DATE: 12/6/2006
TO: Dr. Roberts
FROM: M.BUFFI
RE: On-line Diplomas

Dr. Roberts,

Checking on students who did not return to school this year we discovered that two of our former students received on-line diplomas from Belford High School. The cost for the diploma was \$249.00.

Attached is some information from Belford High School. Also attached is a copy of what one parent brought us.

According to NRS 392.060

Attendance excused upon completion of 12 grades of elementary and high school. Attendance required by the provisions of NRS 392.040 shall be excused when satisfactory written evidence is presented to the board of trustees of the school district in which the child resides that he has already completed the 12 grades of the elementary and high school courses.

[365:32:1956]

The two students were [REDACTED] and [REDACTED] [REDACTED] was a 9th grader, and [REDACTED] was a 8th grader.

I am asking to have this put on a school board agenda so that the board of trustees can decide if this is satisfactory for completion of 12 grades of school, or if they want the Attendance Officer of the District to pursue this with the Truancy officer and parents.

Thank you
Max Buffi



Belford High School

September 15, 2006

TO WHOM IT MAY CONCERN

This is to certify that [REDACTED] has been awarded the High School Diploma with a **3.19 GPA**.

Name	[REDACTED]
Date of Birth	[REDACTED] 1994
Year of Graduation	2006
Program Enrolled	High School Diploma
GPA	3.19
Distinction	Calculus I
Award of Excellence	General High School

William J. Mitchell

Registrar

Kathleen A.

President

If you'd like to personally verify [REDACTED]'s academic documents, enter the provided Graduate ID and Password in the link given below:

<http://www.belfordhighschool.org/verification/>

Graduate ID: [REDACTED]

Password: [REDACTED]

Note: Having this letter verifies that you are requesting the educational verification with the consent from the student

Speak to an Advisor **1-866-426-1247**
(24 Hours a Day, 7 Days a Week)



BELFORD HIGH SCHOOL

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- [Fee Structure](#)
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Welcome to Belford High School

Your Gateway To Success >>

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That Allows You To Pay In Installments
With No Extra Charges [More](#)

⦿ Diploma - GED & High School Diploma Programs

- ✓ Without taking admission!
- ✓ Without any hassle of attending classes!
- ✓ Without studying long hours for tough exams!

Earn a recognized high school diploma from Belford High School within 7 days, for just \$249.

Get your high school diploma on the basis of your Prior Knowledge and Experience.

[Click here to Order Now](#)

No Experience? No Problem!

Pass our simple online equivalency test to get your high school diploma within 7 days.

[Click here to take the test](#)

(100% free. No Credit Card Required)

For More Information, Dial **1-866-426-1247** (24 Hours a Day)

Check Your Eligibility...Take the Test Now!

By passing our **online equivalency test** you also become eligible to earn high school diploma in **7 days**

[Click here to take the test now!](#)

(Its simple, Its easy! the best thing is that its 100% Free)

Read All About the Online Equivalency

Read the necessary guidelines about our online equivalency test. [Click here](#)

⦿ High School Diploma

This program allows professionals and working adults like you to get high school diplomas on the basis of prior life experience or online equivalency test. You can receive this accredited diploma without taking admission in a high school, attending classes, and submitting assignments.

 **Documents!**

You will get 10 documents with your high school diploma package **(2 transcripts included)**

All About Belfo

- [Eligibility Requirements for the High School Diploma Program](#)
- [Fee Structure for the High School Diploma Program](#)
- [Time it Takes to Get a High School Diploma](#)

- **No Admissions**
- **No Attendance**
- **No Assignments**

Earning a high school diploma was never easier before!

[Click here to get started!](#)

Eligibility Requirements for the High School Diploma Program



The eligibility of students seeking to get enrolled in our high school diploma program, is checked on the basis of:

1. Any Work/life experience in the relevant field of interest
2. Online Equivalency Test held by Belford High School

On the Basis of Experience:

If you want to get enrolled for our high school diploma program on the basis of experience, you are required to have at least: **2 years of work or life experience** relevant to your desired area of interest.

The life experience requirement may be satisfied in any of the following ways:

- Prior job experience in any field
- Previous educational achievements
- Employer-sponsored training and attendance of workshops
- Participation in organizations, both professional and non-professional
- Personal goals, lifestyle, hobbies, and travel
- Participation in volunteer activities and community service
- Independent reading, viewing, listening, or writing

If you have the required work or life experience, click below to apply for a diploma and get it in just 7 days!

[Click here to order your diploma.](#)

We provide a 100% money-back guarantee if you do not qualify for your high school diploma.

On the Basis of Online Equivalency Test:

If you do not have experience, you can also get enrolled for our high school diploma program by taking our **online equivalency test**. If you pass the test with a score 70 or better then you are also eligible to earn a high school diploma.

Click below to take the online equivalency test and become eligible to get your high school diploma in just 7 days!

[Click here to take the online equivalency test!](#)

You do not have to pay **ANYTHING** to take the test.

See if you qualify for a high school diploma on the basis of your life experience

CLICK TO APPLY NOW

100% free. NO CREDIT CARD REQUIRED.

No Experience No Problem

CLICK HERE TO TAKE THE TEST NOW!

100% free. NO CREDIT CARD REQUIRED.

Want to get Guaranteed Success in Belford High School Equivalency?

Get Belford High School Consultation Service

[Click here for details](#)

[Top ^](#)

Fee Structure for the High School Diploma Program

The complete high school diploma package costs only **\$249 with free shipping.**

The package includes the following documents:

- 1 Original Accredited Diploma
- 2 Original Transcripts
- 1 Award of Excellence
- 1 Certificate of Distinction
- 1 Certificate of Membership
- 4 Education Verification Letters

[Click here to get started.](#)

[Top ^](#)

Time it Takes to Get a High School Diploma

Earning a high school diploma on the basis of your life experience or online equivalency test is a matter of days, not months or years. There is no need to attend classes and submit assignments; hence, there is no need to wait for something that you deserve. You can apply to receive your high school diploma in just **7 days.**

[Click here to order your diploma on the basis of experience.](#)

We provide a 100% money-back guarantee if you do not qualify for your high school diploma.

**Don't have Experience? No Problem...
[Click here to take the online equivalency test!](#)**

[Top ^](#)

For More Information, Dial 1-866-426-1247 (24 Hours a Day)

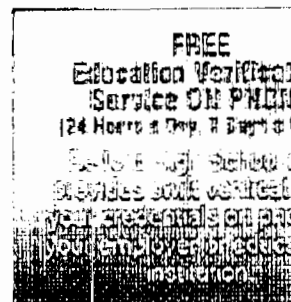
Want to order your diploma on the basis of what you already know?

[Click here to order now.](#)

(100% money-back guarantee if you do not get approved)

Don't have any experience?

<http://www.belfordhighschool.com/?engine=adwords!4580&keyword=%28high+school+d...> 12/6/2006



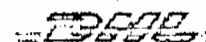
**Accredited Diploma
Awarded by
Belford High School**

**Education
Verification Service**



Complete
authentication
of diplomas
also provided

**FREE Shipment
via**



**Thank You Note
From Our High
School Diploma
Holder!**

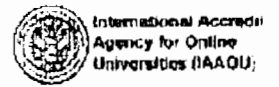
"When I discovered your high school diploma program, I was relieved. Years I was trying to earn high school diploma that would be genuine and accepted everywhere. Thank you so much for awarding me this rewarding diploma; you really turned my dream into a reality!"

Sandra Haywood

[Click here to take the test](#)
(You do not have to pay ANYTHING to take the test.)

Looking for more assistance?
[Click here to contact us now](#)

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BELFORD
HIGH SCHOOL

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Offering High School Diplomas
Guaranteed delivery in 7 days!

Introducing **"Flexible Payment Plan"**
That Allows You To Pay In Installments
With No Extra Charges [More](#)

Get An Accredited High School Diploma Online

Why Belford High School?

Thousands of students prefer Belford High School for their high school diplomas because it:

- ☑ Is the only **Fully Accredited** high school providing high school diplomas based on your life experience or online equivalency test.
- ☑ Gives you convenience to pay in simple installments through Flexible Payment Plan with no extra charges.
- ☑ Provides **Lifetime Credential Verification Services**.
- ☑ Allows you to earn a degree from Belford University.

Read the 7 points to know why students prefer to order from Belford High School.

Belford High School	Other Schools
1. Grants high quality diplomas printed on traditional diploma paper with gold plated seal of the High School which identifies it as a diploma from a reputed and reliable institution.	Provide diplomas in form of normal colored printouts without High School's gold plated seal.
2. Convenience to pay in easy-to-make installments with no extra charges. You can start by paying \$99 only, and the balance can then be paid within 30 days of paying the initial amount. Click here to learn more about Flexible Payment Plan.	Generally not provided, and most of the high schools that provide this option charge around \$100 or more.
3. Awards you scores for the subjects.	Do not give grades on transcripts and just

http://www.belfordhighschool.com/school/why_uni.asp

All About Belford

- No Admissions
- No Attendance
- No Assignments

Earning a high school diploma was never easier before!

[Click here to get started](#)

See if you qualify for a high school diploma on the basis of your life experience.

CLICK TO APPLY NOW

100% free. No CREDIT CARD REQUIRED.

No Experience No Problem...

CLICK HERE TO TAKE THE TEST NOW!

12/6/2006

that fall under your field of study on your transcripts. In other words all the transcripts offered here bear subject-wise grades, which is an important feature of a real and traditional transcript

state "Pass" which does not clarify the particular subject in which you excel.

4. Allows you to earn degrees from Belford University! An extremely empowering chance for all those who want to continue their studies after pursuing their High School Diploma program from our High School. The degrees of Belford University are offered at discounted prices exclusively for Belford High School students. [Read the message from Belford University](#)

Do not offer this golden opportunity and you have to start the nerve-racking search for a degree awarding institution all over again

5. Holds valid accreditation from reputable accrediting agencies including [IAAOU](#) and [UCOEA](#). These agencies have clearly mentioned on their official websites that Belford High School is fully approved by their evaluation committee. For more details on Belford High School's accreditation status [click here](#)

Do not state anything about their accreditation status. Even if they do, they do not provide details such as official address or URL or contact address

6. Only online high school to provide complete verification of your credentials on phone when inquired by your employer or educational institution. Learn more about our swift lifetime education verification system by [clicking here](#)

In some cases where official URLs of accrediting bodies are given, it must be checked whether that agency is mentioning its approval for that institution

7. Delivers complete high school diploma package through FREE express shipping that takes less than 3 days. No extra charges!

Not offered. Even if a phone verification system is offered, it must be checked whether it is a human interaction or voice mails and recordings

Not offered. In case of diploma delivery option's availability, it must be checked how much extra money it costs

For More Information, Dial 1-866-426-1247 (24 Hours a Day)

Want to order your diploma on the basis of what you already know?

[Click here to order now](#)
(100% money-back guarantee if you do not get approved.)

Don't have any experience?

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(You do not have to pay ANYTHING to take the test.)

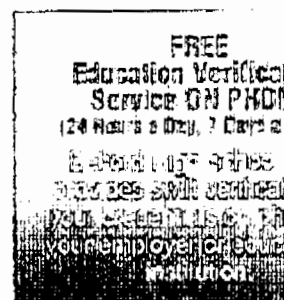
Looking for more assistance?

[Click here to contact us now](#)

100% free. NO CREDIT CARD REQUIRED.



Belford is a fully accredited and recognized high school. [Click for details](#)



The Diploma Package Includes:

The Diploma Package available at Belford High School contains 10 documents altogether

- 1 Original Accredited Diploma
- 2 Original Transcripts
- 1 Award of Excellence
- 1 Certificate of Distinction
- 1 Certificate of Membership
- 4 Education Verification Letters

For as low as \$249

[Click here to get started now & receive your diploma in 7 days!](#)



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Fee Structure for the High School Diploma Program

Unlike any other online institution, our complete high school diploma package costs only **\$249 with free express shipping.**

The package includes the following documents:

- 1 Original Accredited Diploma
- 2 Original Transcripts
- 1 Award of Excellence
- 1 Certificate of Distinction
- 1 Certificate of Membership
- 4 Education Verification Letters

Ordering here at Belford High School is a safe and easy process which normally takes only a few minutes to complete. In order to proceed, just click the link given below.

Want to order your diploma on the basis of what you already know?

[Click here to order now.](#)

(100% money-back guarantee if you do not get approved.)

Don't have any experience?

[Click here to take the test.](#)

(You do not have to pay ANYTHING to take the test.)

For More Information, Dial 1-866-426-1247 (24 Hours a Day)

See if you qualify for a high school diploma on the basis of your life experience.

CLICK TO APPLY NOW

100% free. NO CREDIT CARD REQUIRED.

No Experience No Problem.

CLICK HERE TO TAKE THE TEST NOW!

100% free. NO CREDIT CARD REQUIRED.



Accredited Diplon
Awarded by
Belford High Schi

FREE
Education Verificat
Service ON PROW
24 Hours a Day, 7 Days a
365 Global School
Provides Education
You Can't Get Anywhere
Else. It's the Only
Institution.

Accredited by:



International Accredited
Agency for Online
Universities (IAAO)

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**NEVADA DEPARTMENT OF EDUCATION
RETIREMENT CREDIT FOR TEACHERS
IN NEED FOR IMPROVEMENT SCHOOLS OR AT-RISK SCHOOLS**

2006-2007 SCHOOL YEAR

Application and Assurances

DISTRICT NAME: Nye County School Dist.	ADDRESS: P O Box 113	CITY, ZIP: Tonopah, 89049
AUTHORIZED CONTACT PERSON'S NAME: William Roberts	TITLE: SUPERINTENDENT E-MAIL:	TELE: 775-482-6258 FAX: 775-482-8573

I hereby certify that, to the best of my knowledge, the information contained in this application is correct; the local Board of Trustees has authorized me, as its representative, to file this application; and such action is recorded in the minutes of the agency's meeting held on: February 15, 2007.

Signature of Superintendent or Authorized Designee

Date

The Nevada State Legislature has appropriated \$23,430,629 for the 2006-2007 school year. If the following conditions are met, the board of trustees of a school district shall pay the cost for a licensed teacher to purchase one-fifth of a year of service.

AYP—Need For Improvement	65% of Students At Risk
Teacher is member of Public Employees' Retirement System	Teacher is member of Public Employees' Retirement System
Teacher must have five years of service in the Public Employees' Retirement System	Teacher must have five years of service in the Public Employees' Retirement System
Teacher must have taught as a licensed teacher in Nevada for at least five consecutive school years (Can be in more than one Nevada school district)	Teacher must have taught as a licensed teacher in Nevada for at least five consecutive school years (Can be in more than one Nevada school district)
Each teacher evaluation in Nevada must have been at least satisfactory for the five consecutive school years	Each teacher evaluation in Nevada must have been at least satisfactory for the last five consecutive Nevada school years employed
Teacher must have been employed as a licensed teacher for 2 school years at a school within the district during his/her employment at the school that was designated as a school in need of improvement	Teacher must complete the entire school year at the designated school which had at least 65 percent of the pupils classified as at risk and taught in the school at least two years

- For school year 2006-2007, how many teachers in your school district have qualified for the Retirement Credit for Teachers?

Ninety-Five

- For school year 2006-2007, what is the school district's anticipated total cost for the purchase of the retirement credit for qualified teachers?

\$336,477.00

ASSURANCES

A school district receiving an allocation of state funds for Retirement Credit for Teachers shall not use the money to replace the money schools would otherwise expend for teacher salaries; settle or arbitrate disputes or negotiate settlements with organizations that represent licensed employees of the school district; or adjust schedules of salaries and benefits of employees of the school district. Funds are to be used as specified in Retirement Credit for Teachers Program.

Funds received under this program will not be used for lobbying or to influence any federal or state agency or legislative staff involved in the award of such funding.

A comprehensive file will be established to include the approved application form, subgrant award document, verification of expenditures, logs of receipts and expenditures, correspondence, and final reports. The file shall be available for review by Nevada Department of Education project personnel or their authorized representatives upon request.

The funding provided will be accounted for separately in a special revenue account. The accounting and program records will be available to representatives of the Nevada Department of Education, the Legislative Committee on Education, the Legislative Counsel Bureau, and the State Department of Administration. The records will also be subject to the annual organization audit required of all school districts.

Records shall be maintained in accordance with general accounting standards. Copies of this verification will be submitted to the Nevada Department of Education upon request.

Signature of Superintendent or Authorized Designee

Date

**NEVADA DEPARTMENT OF EDUCATION
AT RISK SCHOOLS OR NEED FOR IMPROVEMENT
200-2007 SCHOOL YEAR**

PAYMENT REQUEST

The Following Certified Personnel Meet the Requirement of At Risk or Need for Improvement Name	Employee's Assignment	Employee's Assigned School Name	Employee's Retirement Credit \$ Amount \$
Anthony, Michelle	Science	Clarke MS	\$5,490.00
Ball, Jamie	Reading	Clarke MS	\$1,993.00
Batchelder, Jan	Science	Clarke MS	\$3,424.00
Blakely, Nadine	Science	Clarke MS	\$4,172.00
Brockman, Chris	Exploratory	Clarke MS	\$3,616.00
Clayton, Joseph	Science, Soc St	Clarke MS	\$1,964.00
Daley, Dianne	Science	Clarke MS	\$2,587.00
Finamore, Dona	Reading	Clarke MS	\$3,169.00
Gent, Joseph	Math	Clarke MS	\$1,902.00
Hammar, Jeff	Social Studies	Clarke MS	\$3,169.00
Harris, Wanda	Math	Clarke MS	\$3,905.00
Hart, Bret	Reading	Clarke MS	\$2,245.00
Hodge-Bridges, Jacqueline	Reading, Math	Clarke MS	\$3,671.00
Legowski, Claire	Language Arts	Clarke MS	\$4,549.00
Lindberg, Kyle	Math	Clarke MS	\$2,277.00
Mobley, Kay	Language Arts	Clarke MS	\$2,319.00
Nielson, Robert	Geography	Clarke MS	\$4,178.00
Ogden, Jeanette	Reading	Clarke MS	\$1,665.00
Roberts, Kevin	Reading	Clarke MS	\$4,869.00
Rosario, Lenore	Reading	Clarke MS	\$3,888.00
Thompson, Becky	Reading	Clarke MS	\$3,202.00
Toomer, John	Social Studies	Clarke MS	\$4,320.00
Truman, Bruce	PE/Health	Clarke MS	\$3,290.00
Tucsnak, Melanie	Language Arts	Clarke MS	\$3,656.00
White, Robert	Band	Clarke MS	\$4,802.00
Zettervall, Jennifer	PE	Clarke MS	\$1,558.00

**NEVADA DEPARTMENT OF EDUCATION
AT RISK SCHOOLS OR NEED FOR IMPROVEMENT
2005-2006 SCHOOL YEAR**

PAYMENT REQUEST

The Following Certified Personnel Meet the Requirement of At Risk or Need for Improvement Name	Employee's Assignment	Employee's Assigned School Name	Employee's Retirement Credit \$ Amount \$
Apodaca, Barbara	History	Pahrump High	\$4,523.00
Bessett, Doris	English	Pahrump High	\$3,712.00
Brecht, Paul	Science	Pahrump High	\$4,032.00
Brown, Thomas	Work Skills	Pahrump High	\$4,627.00
Chenevert, Alan	Spec Ed	Pahrump High	\$4,371.00
Cornelius, Marcus	English	Pahrump High	\$1,825.00
Cornelius, Traci	English	Pahrump High	\$1,838.00
Cosner, Rhonda	History	Pahrump High	\$5,083.00
Dabrowski, Crystal	Art	Pahrump High	\$3,989.00
DiLella, Paul	English	Pahrump High	\$4,948.00
Eason, Kathleen	Home Ec	Pahrump High	\$4,422.00
Flanders, Laurie	Speech	Pahrump High	\$4,303.00
Fried, Larry	Weld/Shop	Pahrump High	\$5,253.00
Harris, David	History	Pahrump High	\$3,844.00
Hopkins, Robert	PE	Pahrump High	\$4,575.00
Isaak, Greg	Woods/Const	Pahrump High	\$3,767.00
Kiley, John	Library	Pahrump High	\$5,268.00
Lauver, Richard	Social Studies	Pahrump High	\$1,778.00
Lipari, Lidia	Foreign Lang	Pahrump High	\$3,400.00
Mercer, Robert	Photography	Pahrump High	\$3,288.00
Owen, Arnold	Art	Pahrump High	\$3,689.00
Poteete, Rodney	Computers	Pahrump High	\$5,268.00
Respass, Patricia	Computers	Pahrump High	\$4,392.00
Richardson, Brant	English	Pahrump High	\$4,803.00
Rieger, Craig	PE	Pahrump High	\$2,524.00
Schneider, Andrew	Health	Pahrump High	\$5,346.00
Thorn, Steven	History	Pahrump High	\$4,782.00
Warner, Susan	Spanish	Pahrump High	\$4,944.00



Nye County School District

BOARD OF TRUSTEES

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Harold Tokerud, Vice-President
Tracie Ward, Clerk
Polly Church
Mike Floyd
Edna Jean Forsgren
Kevin Pape

Office of the County Superintendent

P.O. Box 113
Tonopah, Nevada 89049
Phone 775-482-6258
Fax 775-482-8573

Southern Administration Office

484 S. West St.
Pahrump, Nevada 89048
Phone 775-727-7743
Fax 775-727-7768

Raymond Ritchie
Chief Financial &
Administrative Officer

William E. "Rob" Roberts, Ed.D
Superintendent

February 2, 2007

MEMORANDUM

TO: BOARD OF TRUSTEES

FROM: Ray Ritchie, Chief Financial & Administrative Officer

SUBJECT: Retention of Auditor

In accordance with NRS 354.624 (3), the board must designate the auditor to conduct the annual independent audit.

Daniel McArthur's firm has worked with this district for a number of years. He and his staff are familiar with District policies, procedures, files and accounting staff. For these reasons, I recommend that Daniel C. McArthur be appointed to conduct the audit for the year ending June 30, 2007.

RR/kp

Nye County School District



Dr. William E. "Rob" Roberts
Superintendent

Office of the County Superintendent

P.O. Box 113
Tonopah, Nevada 89049
Phone 775-482-6258
Fax 775-482-8573

Southern Administration Office

484 S. West Street
Pahrump, Nevada 89048
Phone 775-727-7743
Fax 775-727-7768

BOARD OF TRUSTEES

Dennis Keating, President
Harold Tokerud, Vice Pres.
Tracie Ward, Clerk
Polly Church
Mike Floyd
Edna Jean Forsgren
Kevin Pape

Raymond Ritchie
Chief Financial &
Administrative Officer

Corr:012:07

February 7, 2007

TO: Board of Trustees
FROM: Raymond Ritchie, Chief Financial & Administrative Officer
RE: Request Change to Director-Licensed Salary Schedule

Please find enclosed the revised Director-Licensed salary schedule. We are requesting approval for the change in the Salary Schedule. These positions are funded through Grants and retroactive to July 1, 2006.

Changes on the Salary Schedule: **A Director who is also serving as a School Principal shall receive an additional 5% in their annual salary.**

Those affected by this change are:

Mary Sue Morin – Proposed 5% increase	\$4,986.27
Sam Simatos – Proposed 5% increase	\$5,111.95
Total	\$10,098.22

RR:ro

Cc: Dr. Roberts, Superintendent
Jerry Hill, Asst. Superintendent
Dale Norton, Asst. Superintendent
Rod Pekarek, Asst. Superintendent

Adopted: 6/30/06
 Effective: 7/1/06
 Pay increase 4%
**EXEMPT
 OFFICIAL**

**NYE COUNTY SCHOOL DISTRICT
 2006-2007
 DIRECTOR - LICENSED**



Yr. of continuous exp. with NCSD	0	1	2	3	4	5	6	7	11	12
	68,528	70,563	72,596	74,631	76,666	78,701	80,735	82,770	84,805	86,839

A Director who is also serving as a School Principal shall receive an additional 5% in their annual salary.

Special Ed
 LLEP

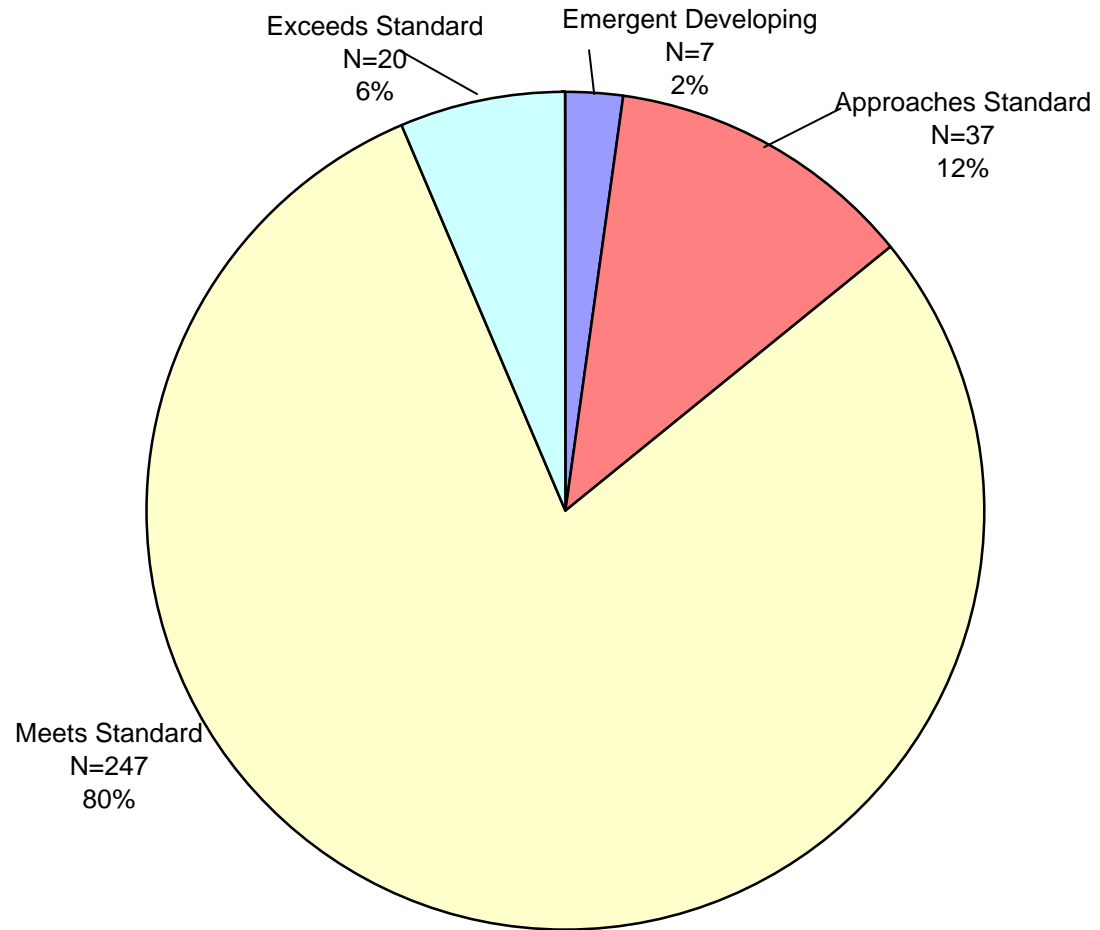
260 Days
 Holidays included in salary

Five years acceptable experience upon verification allowed on this schedule.

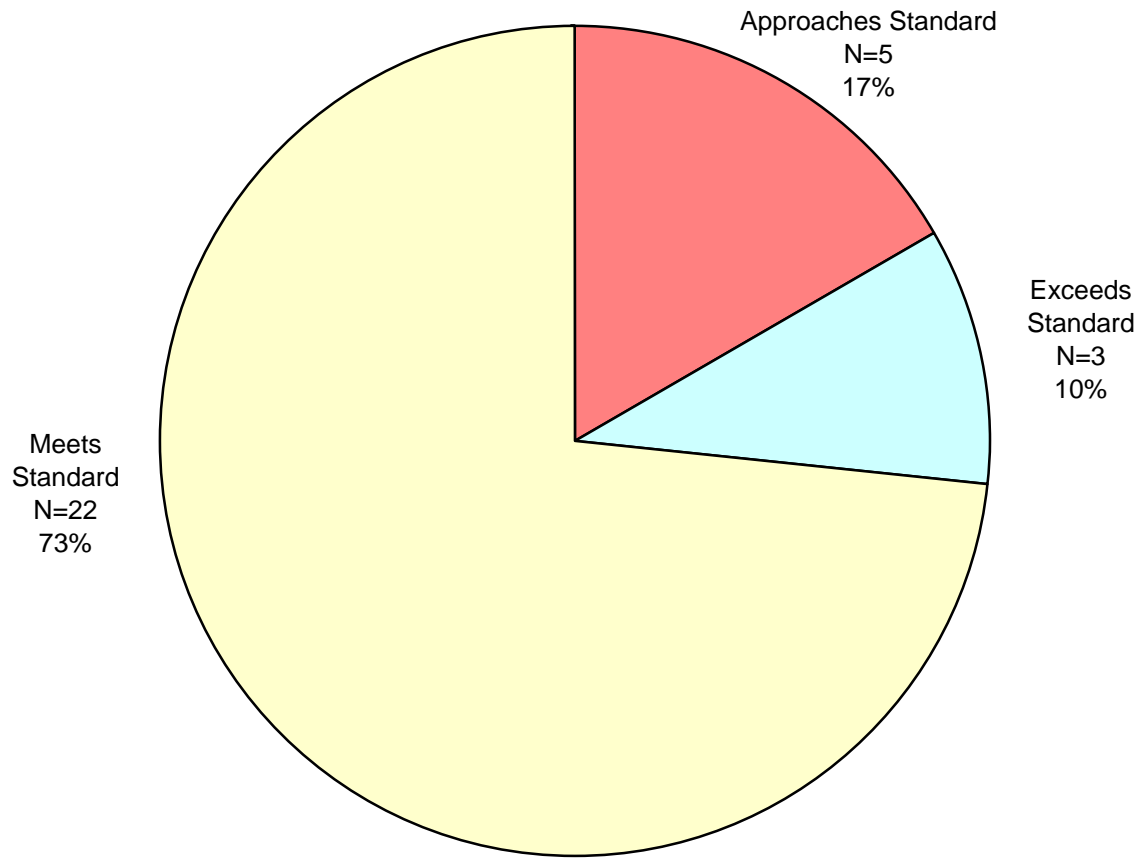
Employees who have attained the position of Step 12 on the above Salary Schedule prior to the 06/07 school year will be allowed an additional 2% over that particular salary.

Board of Trustees approval is required for merit pay increases between 0% and 15% annually.

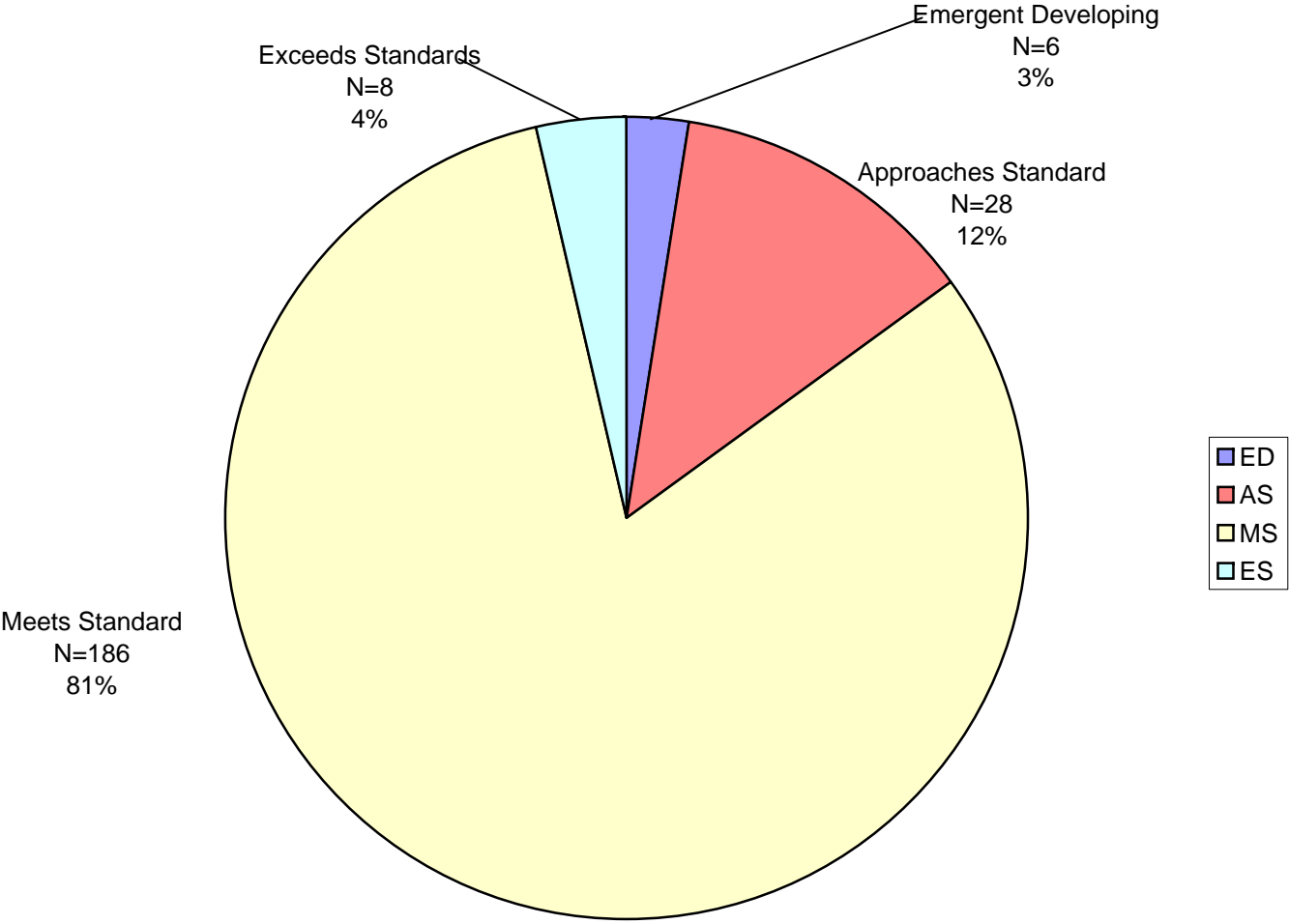
**DISTRICT HSPE
WRITING
GRADE 11
NOVEMBER 2006**



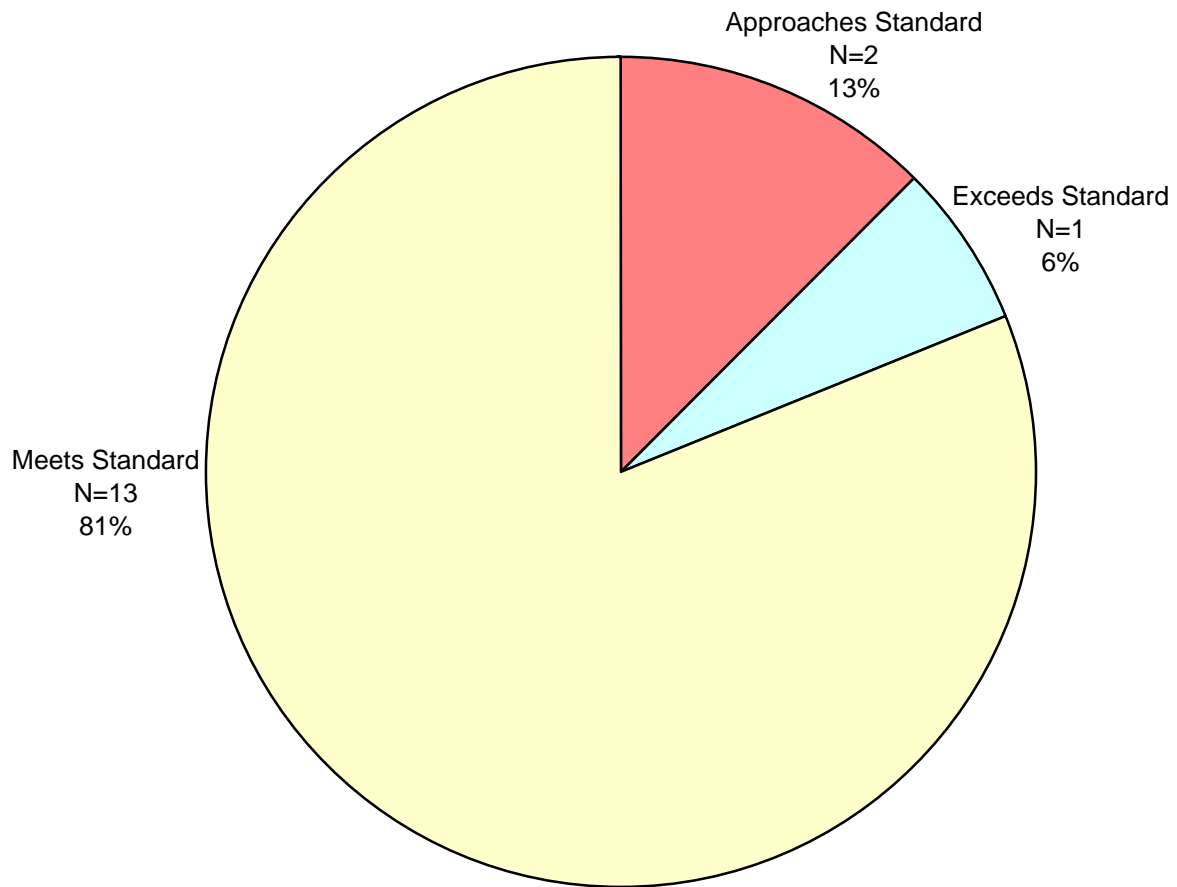
**BEATTY
HSPE WRITING
GRADE 11
NOVEMBER 2006**



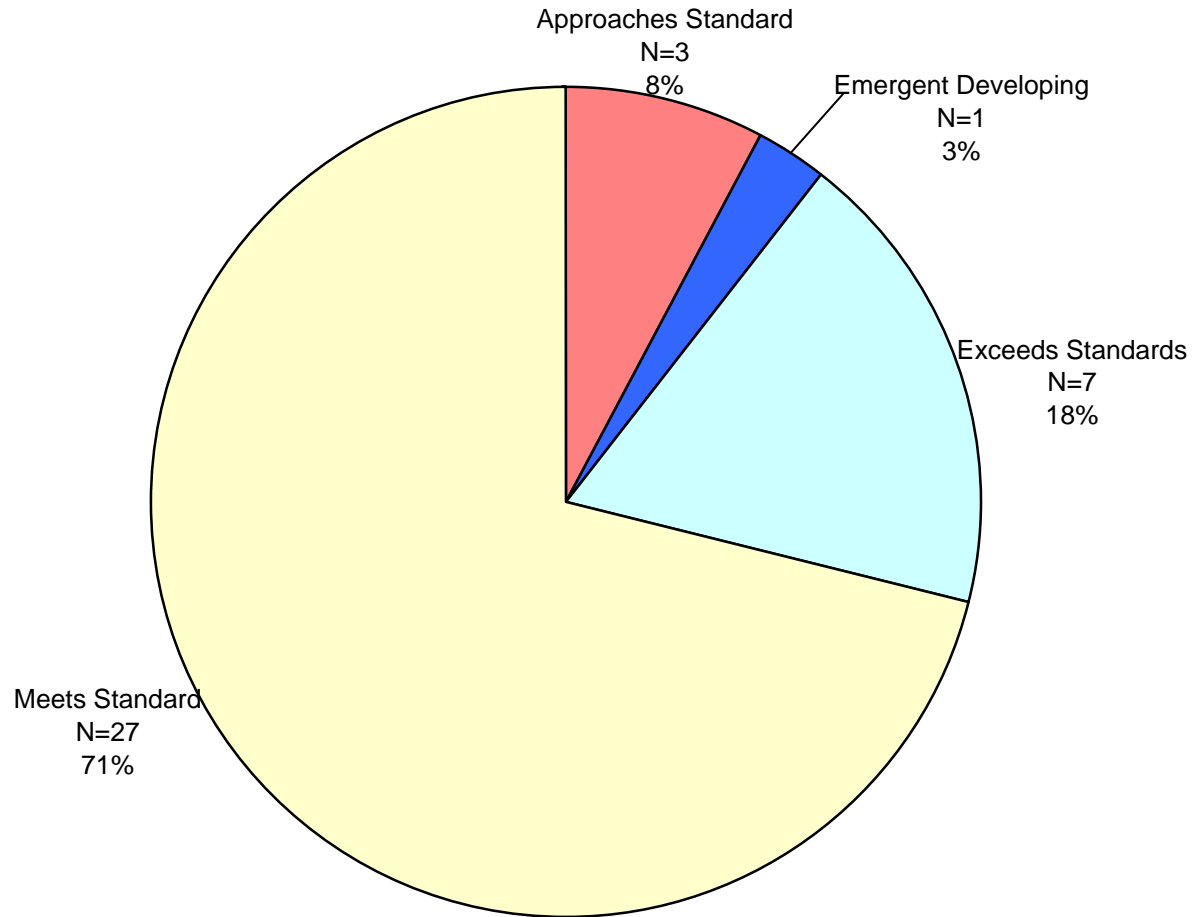
**PAHRUMP VALLEY HIGH SCHOOL
HSPE WRITING
GRADE 11
NOVEMBER 2006**



**ROUND MOUNTAIN
HSPE WRITING
GRADE 11
NOVEMBER 2006**



**TONOPAH
HSPE WRITING
GRADE 11
NOVEMBER 2006**



DISTRICT DISCIPLINARY HEARINGS

At the direction of the Board of Trustees, the Superintendent shall appoint a District Disciplinary Hearing Officer to conduct hearings and make decisions concerning long-term suspension or expulsion of a pupil. Pursuant to NRS 392.467, all district disciplinary hearings shall be closed to the public.

The hearing Officer shall attempt to schedule each hearing as soon as reasonably possible after receipt of notice and request for hearing from a school.

Proceedings are tape recorded, and parents shall be provided a copy of the taped proceedings. The Hearing Officer shall provide the parent notice in writing of the action taken and the rights to appeal the decision. The Hearing Officer shall cause the notice of the action taken to be placed in the student's school disciplinary file and shall submit written summation of such action to the Board of Trustees.

Reviewed:
Adopted: June 6, 2000
Revised: December 17, 2004
NEPN/NSBA
Classification:
Legal Reference: NRS 392.467

TITLE: 7551 – District Disciplinary Hearings

PURPOSE AND BACKGROUND: To outline the method by which disciplinary hearings will be held.

APPLICABILITY: All sites.

MONITORING AND RESPONSIBILITY: Assistant Superintendent for Character Education.

OUTLINE OF PROCEDURE:

Organization:

The Superintendent shall appoint an Assistant Superintendent to act as the Discipline Hearing Officer for the district.

Administration:

The Superintendent shall designate an Assistant Superintendent to act as the Discipline Hearing Officer. The Discipline Hearing Officer will receive requests for expulsion or suspension from the schools, prepare and send out such notices and information as may be necessary to the student's parents and school officials, and schedule hearings. The Hearing Officer shall schedule the hearing as soon as possible after receipt from the school of a request for a discipline hearing. The Hearing Officer shall convene the discipline hearing which will allow for presentation of the facts surrounding the requested suspension or expulsion and make a written finding as to whether the student should continue to be excluded from attending school as authorized by NRS 392.467. Said written findings shall be provided to the parents of the student and to the student's attorney, if the student or his parents have retained one. The Hearing Officer shall schedule the hearings at a time and place reasonably convenient to all parties.

Notices:

Within two school days of the alleged incident, the school from which a student is suspended, will make a formal written request for hearing to the Hearing Officer. Upon receipt of the request, the Hearing Officer will prepare a notice which will be sent to the requesting school and the parents of the child setting forth the date, time and location of the evidentiary hearing. The parents will be notified that they may be represented by counsel and will be requested to notify the Hearing Officer at least three days prior to the hearing that they have retained counsel to represent them. An evidentiary hearing will be conducted even if the parents do not attend or contest the school's recommendation.

Suspension/expulsion hearings are exempt from the Nevada Open Meeting Law. All action taken will occur in a closed hearing.

The Hearing:

The student and his parents will be verbally advised of the allegations set forth in the school's request for expulsion or suspension, their rights and the procedures that will be followed by the Hearing Officer. The student will then be asked whether he admits or denies the charge(s). If the student remains silent or denies the charge(s), evidence will then be taken to determine whether the charge(s) are true. If the student admits the charge(s), the Hearing Officer will accept the charge(s) as true and will turn to the issue of appropriate discipline that should be ordered based upon the student's conduct and the facts of each case. One copy of the taped proceedings of the hearing, exclusive of deliberations, will be retained by the district and another copy will be given to the parents.

The school will have an opportunity to initially present evidence to the Hearing Officer. The school will designate one person to present the evidence to the Hearing Officer through its witnesses. This individual will have the right to question the witnesses and present documentary evidence and will be responsible for making objections and questioning any witnesses presented on behalf of the student. Evidence will be admissible at the discretion of the Hearing Officer and will be accorded such weight as the Hearing Officer deems appropriate. After the school has completed its questioning of a witness, the student and his parents will be allowed to examine the witness. Thereafter, the Hearing Officer will be allowed to examine the witness.

When the school has completed presenting all of its evidence, the student's parent and/or his representative will be given an opportunity to present evidence to the Hearing Officer concerning the incident. The school will be given an opportunity to cross examine each witness, and the Hearing Officer will be given the opportunity to question each witness in the same manner as set forth above.

Once all evidence has been submitted, the school and the parents or parent representative will be given an opportunity to address the Hearing Officer with any closing statements they may wish to make.

At the conclusion of the presentation of evidence, the parties to the action may be excused from the meeting room. The Hearing Officer will then deliberate concerning the evidence.

The Decision:

The Hearing Officer, following deliberation, will determine what disciplinary action, if any, should be taken. The parties to the action will then be invited to return to the meeting room where the Hearing Officer's decision will be announced to the student and his/her parents. The Hearing Officer shall thereafter place his/her findings and action in writing and provide the student, his parents or representatives, and the school with a copy thereof. If the Hearing Officer takes action to discipline the student, a copy of the Hearing Officer's decision shall be placed in the student's discipline file. If no discipline is imposed, then no reference to the charge or hearing shall appear in the student's record.

Appeal Process:

Step 1: Any request for appeal of the Hearing Officer's decision must be provided in writing to the Nye County School District Superintendent within 30 days of the decision of the Hearing Officer.

Step 2: Any request for appeal of the Superintendent's decision must be provided in writing to the Board of Trustees within 30 days of the decision of the Superintendent. The decision of the Board of Trustees shall be final and binding.

References:

Revisions: November 9, 2005

Effective Date: June 6, 2000

NEPN/SBA

Classification:



Nye County School District

BOARD OF TRUSTEES

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Southern Administration Office

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William E. "Rob" Roberts, Ed.D
Superintendent

January 17, 2007

MEMORANDUM

TO: Board of Trustees

FROM: Dr. Rob Roberts, Superintendent

SUBJECT: Construction Decisions

There are a number of decisions that need to be made in regard to construction projects. We have been advised by our bond consultant, Marty Johnson, that the District will have available next year a minimum of \$15 million in bond funds based on an estimated increase of ten percent in assessed valuation and possibly as much as \$20 million. I will ask that you make separate motions on the following issues:

1. The first decision would be whether to try to build and open Floyd Elementary by next fall or to delay the projected opening. The \$11.2 million available for Floyd Elementary must be spent by August of 2008 or we will lose the additional \$1.1 million in arbitrage to the government (that makes \$12.3 million available for this school).
2. If you decide to go ahead with a fall of 2007 opening, we request a motion to approve the purchase of four modulares for Pahrump High School without bathrooms (\$165,000 for purchase, set up & equipping for each to be piggybacked off Washoe County's bid for a total of \$660,000). This will provide eight additional classrooms to serve 200 students. We also request the purchase of one triple-wide modular on the Early Childhood campus for use as an office for the Special Ed Director, OTs, PTs and psychologists (approximate cost \$250,000).

If you decide to delay this school another year, we request a motion to approve the purchase of the aforementioned five modulares **and** four additional modulares with bathrooms to be placed as needed at elementary schools around the valley (total \$1,320,000).

3. We are requesting a motion to approve the purchase of three 84-passenger buses at about \$120,000 each (total \$360,000). These buses should be sufficient to transport 500 students a day in multiple runs. We would like to pursue introduction of air-conditioned buses to fleet.

4. The next decisions that need to be made concern whether to add on to Pahrump High, Hafen, Johnson and Clarke Middle. Part of your decision will be to determine how many students you want to house at the different levels of schools in the valley (see Policy 2411), whether to build another high school and leave the current high school as a second middle school, whether to build an additional middle school, etc.

WR/kp

SPECIFICATIONS FOR NEW BUILDING SITES

In planning new school facilities, the following school groupings will be used:

- Pre-School
- Elementary Schools: K-5
- Middle Schools: 6-8
- High Schools: 9-12

Exceptions to this plan will be necessary in smaller attendance areas. The proximity of existing students, future potential students, and school capacities will be the prime consideration for school locations. In larger attendance areas, the recommended and desirable sizes of schools in student population shall be as follows:

- Pre-School: 5 - 200
- Elementary: 200 - 650
- Middle School: 300 - 1200
- High School: 500 - 2000

The following standards for school site areas are desirable:

- Pre-School: 1-5 acres
- Elementary: 12 - 15 acres
- Middle School: 15 - 20 acres
- High School: 40 - 50 acres

Reviewed: April 12, 2005
Adopted: Oct. 11, 1995
Revised: August 12, 2005

NEPN/NSBA Classification: FEA
Legal Reference:



Nye County School District

BOARD OF TRUSTEES

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William E. "Rob" Roberts, Ed.D
Superintendent

February 8, 2007

MEMORANDUM

TO: Board of Trustees

FROM: Dr. Rob Roberts, Superintendent

SUBJECT: Gabbs Housing

It is our recommendation that \$400,000 be set aside for the tear down of teacherages, excavation and site preparation, and purchase and set-up of modulars. This money is available through the \$11 million existing bond.

WR/kp