



**NYE COUNTY SCHOOL DISTRICT**  
**Board of Trustees**  
**Regular Agenda**

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A Regular of the Board of Trustees of Nye County School District will be held on Thursday, November 29, 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 AGENDA, ACTION ITEM
  - A. APPROVAL OF NOVEMBER 8, 2007 REGULAR MEETING MINUTES
  - B. APPROVAL OF NOVEMBER 8, 2007 EXECUTIVE SESSION MINUTES
  - C. APPROVAL OF TRANSPORTATION CONTRACTS
  - D. APPROVAL OF REQUESTS BY 16-YEAR OLDS TO TAKE THE GED
  - E. ACCEPTANCE OF HOME SCHOOL APPLICATIONS
  - F. APPROVAL OF 2007-08 TUITION AGREEMENT WITH EUREKA COUNTY SCHOOL DISTRICT
  - G. APPROVAL OF WARRANTS
4. REPORTS, INFORMATIONAL ITEM
  - A. SUPERINTENDENT'S REPORT
  - B. ADMINISTRATOR REPORTS
  - C. BOARD REPORTS/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. PRESENTATION & ACCEPTANCE OF INDEPENDENT AUDIT FOR YEAR ENDING JUNE 30, 2007, ACTION ITEM
12. DISCUSSION/POSSIBLE APPROVAL OF 2007B BOND RESOLUTION, ACTION ITEM
13. DISCUSSION/POSSIBLE APPROVAL OF CHANGES TO HEALTH INSURANCE PLAN, ACTION ITEM
14. DISCUSSION/POSSIBLE APPROVAL OF RESOLUTION CREATING 11 FUNDS, ACTION ITEM
15. AWARD OF BID: PAHRUMP VALLEY HIGH SCHOOL SECURITY SYSTEM, ACTION ITEM
16. DISCUSSION/POSSIBLE DECISION TO GO TO BID ON TRANSPORTATION ADDITION & SITE IMPROVEMENTS, ACTION ITEM
17. DISCUSSION/POSSIBLE DECISION REGARDING PURCHASE OF FIVE ACRES ON BARADONNA ROAD FOR FUTURE EXPANSION OF TRANSPORTATION FACILITY, ACTION ITEM
18. DISCUSSION/POSSIBLE APPROVAL OF DISTANCE EDUCATION PLAN, ACTION ITEM
19. DISCUSSION/POSSIBLE APPROVAL OF PROGRESSIVE DISCIPLINE PLANS, ACTION ITEM
20. DISCUSSION REGARDING DAILY START TIMES OF PAHRUMP SCHOOLS, INFORMATIONAL ITEM
21. EXECUTIVE (CLOSED) SESSION
  - A. DISCUSSION REGARDING POSSIBLE STUDENT RIGHTS VIOLATIONS IN REGARDS TO RESTRAINTS
  - B. DISCUSSION REGARDING LEGAL ITEMS
  - C. DISCUSSION REGARDING PERSONNEL ITEMS
  - D. DISCUSSION REGARDING NEGOTIATIONS
22. DECISION REGARDING POSSIBLE STUDENT RIGHTS VIOLATIONS, ACTION ITEM
23. APPROVAL OF FUTURE AGENDA ITEMS, ACTION ITEM
24. 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](mailto: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](mailto: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-**

**November 8, 2007**

Present: Dennis Keating, President; Harold Tokerud, Vice-President; Tracie Ward, Clerk; Mike Floyd, Edna Forsgren, J.E. "Doc" McNeely and Kevin Pape, Members; Dr. William Roberts, Superintendent; Rod Pekarek, Jerry Hill and Dale Norton, Assistant Superintendents; Ray Ritchie, Chief Financial and Administrative Officer; Cameron McRae, Transportation; Bob Whimpey, Maintenance and Operations; Sam Simatos, Director of Special Education and Related Services; Maria Descamps, Curriculum Director; Kent Roberts, Pahrump High Principal; Dr. Terry Owens, Hafen Principal; Holly Lepisto, J. E. Johnson Principal; Tim Wombaker, Mt. Charleston Principal; Lisa Mays, Administrative and Board Services Coordinator; and Kerry Paniagua, Executive Secretary.

Absent: None.

Guests: Dave Wonderly, Maintenance and Operations; Dan Lindgren, Johnson Elementary; Rich Lauver, Pahrump High; Rachel Kryder, Engineering Manager, Civilwise Engineering; Christina Eichelkraut and Don McDermott, Pahrump Valley Times; and Tom Fenicle, Linda Fitzgibbons, Sierra Fitzgibbons, Douglas Fitzgibbons, John Morales, Mandy Morales, Meghan Morales, Hailey Forry, Mark Forry and Ashley Keller, Pahrump.

### 1. Call to Order

The meeting was called to order at 6:30 p.m. in the Pahrump boardroom with a videoconference link to the Tonopah boardroom. Board members, administrators and guests recited the Pledge of Allegiance. Roll was called with all members present.

### 2. Adoption of Agenda

Mrs. Ward moved adoption of the agenda with the removal of item 12. Mr. Tokerud seconded, and a unanimous vote was recorded.

- 3b. Approval of October 18, 2007 Executive Session Minutes
- 3c. Approval of Requests for 16-Year Old Students to take the GED

Mrs. Ward made the motion to approve the consent calendar with the removal of the minutes for discussion, and Mr. McNeely seconded. Mrs. Ward amended her motion to include the removal of the warrants for a separate vote, and Mr. Tokerud seconded. There was a unanimous vote in favor of the motion.

- 3a. Approval of October 18, 2007 Regular Meeting Minutes

Mr. McNeely made the motion to approve the minutes, and Mr. Tokerud seconded. Mrs. Ward said she thought part of the motion regarding the decision on Floyd Elementary was to stick to the timeline. Mr. Tokerud said it was in there. The vote was unanimous.

- 3d. Approval of Warrants

Mrs. Ward moved approval of the warrants, and Mr. Pape seconded. Mr. Floyd said he would abstain because of a payment to a company that he is part of. Those voting aye: Mrs. Forsgren, Mr. McNeely, Mr. Pape, Mr. Keating, Mrs. Ward and Mr. Tokerud. The motion passed with a majority vote.

- 4a. Superintendent's Report

Dr. Roberts reported on the NASA conference and said the state superintendents spent a lot of time working on the next iNVEST proposal. Some of the items they focused on were Distribute School Accounts, Ending Fund Balance, health benefits, incentives for schools to make Adequate Yearly Progress, English as a Second Language, full-day Kindergarten and Career and Technical Education. The District has been fortunate to be able to acquire land and water rights and to pass a bond to construct and repair school facilities.

- 4b. Administrator Reports

Mr. Pekarek apprised board members of the number of vacancies. Mr. Hill notified the board that the District was successful in obtaining a \$51,000 competitive grant that will be used to train another group of teachers in McRel and purchase Elmo projectors. He also provided copies of his department's goals. Mr. Norton announced the Pahrump girls' volleyball team is going to State and the Tonopah football team is in the second round of playoffs. Round Mountain and Tonopah volleyball teams made it to the semis. Scott Thibodeaux of Tonopah High was recognized by the Reno Gazette as Player of the Week. Mr. McRae said the District has received three Type A buses for Early Childhood. Dr. Owens was pleased to report that Hafen has been named an Exemplary Turn-Around School, and she discussed many strategies her staff had used. Her school has a 38% transiency rate. The State has invited her to submit application for a blue ribbon school.

4c. Board Reports/ Board Committee Reports

Mrs. Ward attended parent/teacher conferences and family literacy night at Johnson Elementary. Mr. Tokerud attended Cheers for Volunteers and soccer games. Mr. McNeely was invited to the honor roll presentation at Amargosa, attended a Park and Recreation meeting and drove a school bus as a volunteer. Mr. Pape attended Halloween festivities at Manse. Mr. Keating visited the Esmeralda District Office and attended Veterans' Day ceremonies as well as a Pahrump High play.

5. Public Input

Don McDermott announced the sixth annual Trojans Cage Classic and spoke against retrofitting schools.

6. Board Appointments

Mr. Pape explained the economic development committee was now inactive, and he was appointed to the District Improvement Plan Committee.

7. Change of Date/Location of Future Board Meetings

Item withdrawn.

8. Decision Regarding Subdivision Maps

Mr. Whimpey received the phase 1 map for Pechstein Ranch. The developers had already pledged \$50,000 to the District in lieu of setting aside land. The other subdivision map was for Indian Road Subdivision at Fox and Turner streets.

9. Approval of Grants

Item withdrawn.

10. Recognitions

Mr. Norton recognized the following members of the Pahrump High girls' golf team who won the AAA State championship: Jasper Biggs, Sierra Fitzgibbons, Hailey Forry, Ashley Keller, Meghan Morales and Courtney Salmon and coaches Julie Floyd and Bob Hopkins.

11. Discussion/Possible Decision Regarding Request for Resolution of Boundary Line Disagreement in Return for Easement

Rachel Kryder explained the overlapping boundaries of approximately 30 feet adjacent to Manse Elementary and five properties along Highway 160. Her client wished to

exchange the land in dispute for an easement on the land. Mrs. Ward made the motion to do nothing at this time until the District can do more research. Mrs. Forsgren seconded, and a unanimous vote was cast.

12. Award of Bid: Security System for Pahrump Valley High School

Item tabled.

13. Discussion/Possible Decision Regarding Request to Create Position of Athletic Director/Assistant Principal for 2008-09

Mr. Tokerud made the motion to approve the new position for 2008-09, and Mrs. Ward seconded. There was some discussion regarding the duties of present assistant principals. Dr. Roberts explained that Athletic Directors who are teachers aren't trained in evaluations and said it's difficult to primarily handle discipline for more than a few years. Rich Lauver spoke against having an additional administrator. Those voting aye: Mr. Floyd, Mrs. Forsgren, Mr. Pape, Mr. Tokerud and Mrs. Ward. Those voting nay: Mr. Keating and Mr. McNeely. The motion passed with a majority vote.

14. Discussion/Possible Decisions Regarding Recommendations of Construction Committee Regarding High School in Pahrump

Dr. Roberts said the current high school has sufficient capacity for the next two or three years at the current growth rate. The acreage could be better utilized. Mr. Whimpey said one recommendation was to add an administrative part to the front of the main building and add a second story onto the back, using that floor for the ninth grade academy. The school could serve a population of 2000 to 2500. The vocational building would be separate, and there would be space for 1100 parking places. Another building could serve Pathways. He estimated a cost of \$20 to \$30 million less than building a new school.

Mr. McNeely said the end result would be a hodge podge that's difficult to maintain. He preferred the second course of action: building a new high school and turning the present school into a middle school. Rich Lauver represented the coaching staff who unanimously agreed a second high school is needed. There might be enough money left to build another elementary school, the smaller population would alleviate the requirement for a ninth grade academy, and having two smaller schools might lessen the dropout rate. On the other hand, he said if a single large high school was built and the present school became a middle school, the needs would be met for a decade.

Mr. McNeely felt athletics shouldn't be a determining factor. Mrs. Ward said her concern was that in building onto the high school, the work would be done while students are on site, and it could become an attractive nuisance. Mr. Floyd said a large school gives greater economy of scale. Dr. Roberts said a second school would require a second complete staff. Mr. Tokerud asked if they could elicit community input. Dr. Roberts said the plan is to move Early Childhood back to neighborhood schools, freeing up space for 200 more students.

Mr. McNeely made the motion to pursue course of action 3 (small high school for 1200 students, middle school of seventh and eighth grades and elementary schools for Pre-K through sixth grades) and that the District pursues building a school as outlined in a different location, and Mr. Floyd seconded. Mr. Floyd said he believes the community wants two high schools and thought they needed the community's input. He said no one he talked to wanted Pahrump to be 4A. However, if this school is built, there won't be money to build a second middle school. Dr. Roberts suggested making a motion to just build a high school to house 1200 and leave the rest of the decisions for later. Mr. McNeely amended his motion to build a second high school at the south end to be designed for approximately 1200 students. Mr. Floyd seconded, and the vote was unanimous.

15. Discussion/Possible Decision Regarding Textbook Selection Process

Mr. Tokerud felt a board member should be involved in the textbook selection committee. Mrs. Descamps said when she started in her present position, the current textbook selection committee had already met, and teachers from the north liked a different book than those from the south. She reconvened the committee, and publishers agreed to return. The 15 teachers unanimously selected the MacMillan-McGraw series, which correlates with Nevada standards and the reading series. All lessons can be projected in PowerPoint. Mrs. Ward said in the past all the books from the different publishers were displayed for a period of time so that parents and board members could review them and said she would like a policy that a board member is involved. Dr. Roberts said he had no problem with including a board member on the committee. Mr. McNeely said the board should develop a policy giving board members a chance to peruse the materials before making a decision but cautioned the board against micromanaging. Mrs. Ward made the motion to send it to the policy committee. Mr. Tokerud seconded, and a unanimous vote was registered.

16. Discussion/Possible Decision Regarding Director of Special Education Salary

Mrs. Ward made the motion to deal with this issue at the proper time in June. Mr. McNeely seconded, and a unanimous vote was cast.

17a. Discussion Regarding Possible Student Rights Violations in Regards to Restraints

17b. Discussion Regarding Legal Items

17c. Discussion Regarding Personnel Items

17d. Discussion Regarding Negotiations

Discussion is reflected in Executive Session minutes.

18. Decision Regarding Possible Student Rights Violations

Item withdrawn.

19. Approval of Future Agenda Items

No items were brought forward.

20. Adjournment

Mrs. Ward moved to adjourn at 10:25 p.m. Mr. Floyd seconded, and a unanimous vote was recorded.

**SCHEDULE OF MEETING**

The meeting was called to order at 6:30 p.m. Mrs. Ward made the motion to go into Executive Session at 9:12 p.m. Mr. Pape seconded, and a unanimous vote was recorded. The regular session resumed at 10:23 p.m. The meeting adjourned at 10:25 p.m.

By \_\_\_\_\_  
Clerk

*Prepared by Kerry Paniagua*

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

STATE OF NEVADA

COUNTY OF EUREKA

THIS CONTRACT AGREEMENT, made and entered into this 13<sup>th</sup> day of  
November, 2007, between

EUREKA COUNTY SCHOOL DISTRICT

hereinafter called Attendance District, and

**NYE COUNTY SCHOOL DISTRICT**

hereinafter called Resident District, for the purpose of providing  
educational services to non-resident pupils of Eureka County School District.

WITNESSETH

WHEREAS, the respective parties under the laws of their respective  
state(s) are authorized to enter into a contract whereby all, or part, of the  
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 for the school year commencing August 27, 2007, through  
June 6, 2008.

WHEREAS, the Attendance District hereby agrees to admit into the  
public schools of the Eureka County School District the children of the  
Residence District referenced in Part 3-A of this agreement.

WHEREAS, the Attendance District hereby agrees to provide to the  
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 school  
year beginning August 27, 2007, and ending June 6, 2008. 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.

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, age,  
grade, county residence and state. A list of the pupils to be  
provided services (Exhibit A) is attached and made part of this  
agreement.

B. Pay the Attendance District for and in consideration of the services described herein the sum of FOUR THOUSAND EIGHT HUNDRED DOLLARS, (\$4,800.00) as indicated below and in the following manner. [NRS 392.010 (3)]

(1) Tuition:	\$ <u>\$400.00</u>	x	<u>12</u>	=	\$ <u>4,800.00</u>
(2) Transportation:	\$ _____	x	_____	=	\$ _____
(3) Operations:	\$ _____	x	_____	=	\$ _____
(4) Maintenance:	\$ _____	x	_____	=	\$ _____
(5) Other:	\$ _____	x	_____	=	\$ _____
(6) Total:					\$ <u>4,800.00</u>

#### 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 the 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 review this agreement prior to the conclusion of the first semester to determine if the contract will be effective for the second semester. If either District determines that the contract will be terminated it will provide written notice of the termination to the other District prior to the start of the terminating District's second semester.
- 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 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. The Attendance District reserves the right to determine a maximum number of students it will accept from the Residence District. The maximum number of students will be determined on or before August 30 of each year.

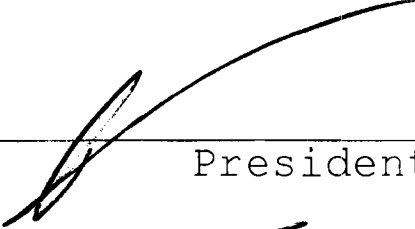
The Residence District will be notified in writing of the maximum number of students the Attendance District will accept on or before September 15 of each year.

F. Either District reserves the right to terminate this contract by giving forty-five (45) days written notice to the other District, provided however, that pupils enrolled under this agreement may complete the current semester in the Attendance District.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in quadruplicate originals on the 13TH day of November, 2007.

GOVERNING BOARD OF ATTENDANCE DISTRICT

GOVERNING BOARD OF RESIDENCE DISTRICT

By  \_\_\_\_\_  
President

By \_\_\_\_\_  
President

 \_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

13 Nov 07  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED:  
NEVADA DEPARTMENT OF EDUCATION

By \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## Exhibit A

RESIDENCE OF PUPILS OF  
NYE DISTRICT

NAME OF PUPILS	AGE	GRADE	COUNTY OF RESIDENCE	STATE
Lawrence, Ranger	14	9	Nye	NV
Armenta, Yajaira	15	10	Nye	NV
Birchim, Edgar	16	10	Nye	NV
Drayton, Cheyenne	17	10	Nye	NV
Graham, Lacy	16	10	Nye	NV
Briones, Jacqueline	16	11	Nye	NV
Drayton, Tessa	16	11	Nye	NV
Apodaca, Arlie	14	8	Nye	NV
Middlekoop, Nicole	15	10	Nye	NV
Moyle, Deidre	15	10	Nye	NV
Zabarte, Jacob	17	12	Nye	NV
Leon, Autumn	16	11	Nye	NV



# 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

November 29, 2007

## MEMORANDUM

TO: Board of Trustees

FROM: Dr. William E. Roberts, Superintendent

SUBJECT: Superintendent Report

*Maybe if we did a better job of listening, history would't have to repeat itself. "unknown"*

We are now well into the fourth school month. The days are flowing faster each year. The Winter Break begins December 24, 2007, and ends on January 4, 2008, with the first board meeting in January being held on January 3, 2008 during the break.

The ground-breaking ceremony for Floyd Elementary School was a rousing success. The newspapers as well as Channel 41 covered the event. Photos are available for viewing.

On Thursday, November 15, I met with administrators and department heads for our monthly meeting. We discussed operational issues, school safety, and school improvement plans. That evening I attended Manse Elementary School Reading Night. Mr. Kevin Janison, Channel 3 weatherman, broadcast this event from Manse. He also read his children's book to the students.

On Saturday, November 17, I traveled to Reno to attend the State "A" Football Championship. "GO MUCKERS!!" Tonopah High School won 54 to Carlin's 20. It was a clean game, great weather, and attended by, what looked like, 1,000 Tonopah fans.

Monday, November 19, found me meeting with staff and members of the community. I also met with the developers of a new childcare center. They plan to build behind JG Johnson Elementary.

This week I spent two days in Tonopah monitoring the northern schools.

Wednesday was spent touring Yucca Mountain for the first time.

Andrew Sabori, Artist/muralist, in association with students from Pahrump Valley High School are painting a mural along the south wall of the Southern District Office. It will represent the history of Pahrump.



## NEVADA ASSOCIATION OF SCHOOL SUPERINTENDENTS

Mary Pierczynski, President  
Carson City County School District  
P.O. Box 603  
Carson City, NV 89702

Paul Dugan, Vice President  
Rick Hardy, Secretary-Treasurer

(775) 283-2100 Phone  
(775) 283-2090 Fax

November 16, 2007

The Honorable Jim Gibbons  
Governor of Nevada  
State Capitol  
101 North Carson Street  
Carson City, Nevada 89701

Dear Governor Gibbons,

The Nevada Association of School Superintendents appreciates the fact that you are faced with many difficult budget issues at this time. We are aware of the budget reductions that departments throughout state government are being asked to make. The decisions you face are indeed difficult.

However, on behalf of K-12 students throughout Nevada, we thank you for keeping our budget whole. We are working very hard to meet the mandates placed on our schools by No Child Left Behind and the funding you have supported is critical to meeting the goals established for us.

Sincerely,

Mary Pierczynski Ed.D.  
President  
Nevada Association of School Superintendents

MONTHLY ENROLLMENT REPORT FOR NYE COUNTY SCHOOL DISTRICT

Second MONTH FROM 9/17/2007 10/12/2007

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	
														Prior Month					Current	Last Year
AMARGOSA	38	11	10	8.7	21	21	18.9	150	143	136.82	0	0	0.00	174	180	-6	194	-20	93%	96%
BEATTY ELEM.	10	5	5	5.0	11	11	10.8	94	92	89.73	0	0	0.00	108	108	0	104	4	97%	95%
BEATTY HIGH	9	0	0	0.0	0	0	0.0	0	0	0.00	136	127	120.07	127	127	0	133	-6	82%	95%
DUCKWATER	5	5	5	4.3	2	2	1.3	9	9	8.58	0	0	0.00	16	14	2	13	3	91%	95%
GABBS	22	4	4	3.6	9	9	7.8	32	32	29.77	14	14	13.01	59	58	1	65	-6	94%	93%
HAFEN	53	0	0	0.0	87	86	77.2	521	509	479.56	0	0	0.00	595	587	8	588	7	95%	93%
MANSE ELEM.	50	0	0	0.0	95	95	85.1	455	442	414.82	0	0	0.00	537	530	7	521	16	94%	93%
J.G. JOHNSON ELEM.	79	0	0	0.0	85	82	77.5	513	498	477.08	0	0	0.00	580	590	-10	639	-59	95%	94%
MT. CHARLESTON	91	0	0	0.0	109	102	98.3	505	494	471.56	0	0	0.00	596	597	-1	579	17	95%	95%
EARLY CHILHD	114	118	114	105.0	0	0	0.0	0	0	0.00	0	0	0.00	114	111	3	144	-30	93%	94%
ROSEMARY CLARKE	199	0	0	0.0	0	0	0.0	1230	1210	1128.59	0	0	0.00	1210	1203	7	1198	12	94%	93%
PAHRUMP HIGH	197	0	0	0.0	0	0	0.0	0	0	0.00	1442	1402	1284.23	1402	1424	-22	1210	192	91%	91%
RND. MTN. ELEM.	28	5	5	4.71	36	36	33.8	139	131	124.39	0	0	0.00	172	175	-3	156	16	94%	94%
RND. MTN. JR/SR.	16	0	0	0.0	0	0	0.0	85	82	77.11	110	108	101.04	190	193	-3	193	-3	93%	92%
SILVER RIM	11	11	10	9.0	31	30	27.6	68	68	64.68	0	0	0.00	108	107	1	116	-8	90%	94%
TONOPAH ELEM.	38	0	0	0.0	0	0	0.0	210	205	194.79	0	0	0.00	205	203	2	217	-12	95%	1%
TONOPAH HIGH	24	0	0	0.0	0	0	0.0	0	0	0.00	163	160	147.11	160	160	0	145	15	92%	90%
PATHWAYS	7	0	0	0.0	0	0	0.0	54	50	45.20	126	111	98.23	161	165	-4	150	11	88%	83%
TOTALS	991	159	153	140.26	486	474	438.5	4065	3965	3712.91	1991	1922	1763.69	6514	6532	-18	6365	149		

-36

SPEECH ONLY:

PRE- K-12 ENROLLMENT TOTALS

PRIOR MONTH'S NET ENROLLMENT:

Total Speech | 537

NET	GROSS	GROSS ADA
6517	6701	6055.36

1st	2nd	3rd	4th
6532	6514		
5th	6th	7th	8th
9th	10th		

16  
 \*\* Percentage of attendance for Pathways is not correct due to nature of non traditional classes



**AMARGOSA VALLEY SCHOOLS**

PK	Lynne Bates	10
Kdg	Diane George	10
Kdg.	Katie Dawson	11
Grade 1	Lynn Jordan	14
Grade 1	Lilia Hansen	12
Grade 2	Lori Martin	19
Grade 3	Denise Edwards	19
Grade 4	Laurel Hickinbotham	17
Grade 5	Ellice Dunsterville	13
Grade 6	Patty Duszynski	10
Grade 7	Dennis Rafferty	18
Grade 8	James Hein	<u>21</u>
	<b>TOTAL</b>	<b>174</b>

**BEATTY ELEMENTARY**

Special Ed Teacher (TBA)	Early Childhood	5
Miss Lane	Kindergarten	11
Mrs. Senary	First Grade	9
Mrs. Benshoof	Second Grade	10
Mr. Torstensen	Third Grade	11
Mrs. Senior	Fourth/Fifth Grades	<u>17</u>
	Subtotal	63
Mr. Dallen	Sixth Grade (Homeroom)	11
Mrs. Gray	Seventh Grade “	19
Mr. Nelson	Eighth Grade “	<u>15</u>
	Subtotal	45
	<b>GRAND TOTAL</b>	<b>108</b>

**Beatty High School 2nd Month Count**

Freshman	36
Sophomores	42
Juniors	21
Seniors	28
	<b>TOTAL</b>
	<b>127</b>

**DUCKWATER SCHOOL**

PK4		5
K		2
1		2
3		1
5		<u>4</u>
	SUB TOTAL	14
6		1
8		<u>1</u>
	SUB TOTAL	2
	TOTAL	16

**GABBS HIGH SCHOOL**

<u>TEACHER/ ADVISOR</u>	<u>GRADE</u>	<u># OF STUDENTS</u>
Hovden	7	2
Hovden	8	5
Hovden	9	3
Tooley	10	4
Wood	11	3
Wood	12	4

Total Students: 21

Special Education Students grade 7 through 12: 7

**GABBS ELEMENTARY**

Stinson	Pre-K (ECH)	4
Kerns	K	9
Kerns	1	7
Kerns	2	3
Hall	3	5
Hall	4	2
Hall	5	4
Hall	6	4

Total Students: 38

Special Education Students K through 6: 15

**CLASS SIZE FOR MANSE ELEMENTARY**

TEACHER	GRADE	# IN CLASS
CINDI HASTINGS	K	19
HEIDI HUGHES	K	19
SUB MANSE	K	18
LOIS MILLS	K	20
DANETTE SCHROEDER	K	19
LINDA BELLINGER	1	19
SHIRLEY JACKSON	1	19
TERESA LINNER	1	19
JENNIFER OGDEN	1	19
DANA STOBBE	1	20
SUSAN BROWN	2	22
SANDRA KIRKER	2	23
JUDITH LISTER	2	24
JUDITH CAMPBELL	3	18
KELLY JONES	3	22
KIMBERLY KINGSLEY	3	22
MIKE LINNER	3	21
GINA BRAATHEN	4	19
MISA CARLSON	4	20
DEANNA FLOYD	4	21
CHRISTINE RICHARDSON	4	20
RITA CHVILICEK	5	23
CASSONDRA LAUVER	5	23
LYNNE LINDBERG	5	22
DeELLEN STOWELL	5	23
LAURA DAUN	EH	12
PENNIE ROSCO	SLD	11
TOTAL		537
NUMBER OF STUDENTS ON VARIANCE	64	

### J.G. Johnson Elementary

<u>Teacher</u>	<u>Grade</u>	<u>Class Size</u>
Deborah Carle	K	26
JoAnne Dean	K	28
Charese Moore	K	27
Julie Clark	1	18
Katie Docter	1	19
Kathleen Eisner	1	21
Pam Mulkey	1	20
Lisa True	1	21
Allison Eadie	2	17
Melanie Fried	2	18
Ruby Jim	2	19
Nora Nygaard	2	17
Linda Sims	2	18
Melinda Dennis	3	16
Phyllis Laden	3	18
Greg Severts	3	18
Wendy Weeks	3	17
Sheila Windholz	3	18
Ruby Cooper	4	19
Doris Jackson	4	20
Joan Mercadante	4	21
Debra Norton	4	21
Gary Ward	4	21
Jillyann Beauparlant	5	23
Tammy Cochrell	5	20
David Dispensa	5	20
Barbara Done	5	21
Tamara Janneck	5	21
Mary Bjerke	UG	10
Kris Dale	UG	7
<b><u>Total</u></b>		<b><u>580</u></b>

**MT. CHARLESTON ELEMENTARY**

<u>TEACHER</u>	<u>GRADE</u>	<u>#IN CLASS</u>
ESTHER ENGLUND	K	36
PAM MOEN	K	36
CHERYL OCCHUIZZO	K	30
LAUREN BOLLING	1	15
HEATHER FREEMAN	1	19
LAURA JENSEN	1	17
KEELE MCDANIEL	1	19
SANDRA WILLIAMS	1	19
DONALD JENSEN	2	19
RENAE LINDGREN	2	18
TRUDI SALZWEDEL	2	18
BARBARA SUTTON	2	18
DONALD SUTTON	2	15
VICKI BENIZIO	3	21
LANCE ENGLUND	3	20
KARLYLE SHOOK	3	20
JILL WARREN	3	20
MICHELE ZARUBA	3	19
LISA CARL	4	21
KATHLEEN FLOYD	4	25
MARK MCDANIEL	4	25
LORI ODEGARD	4	25
RENEE SMITH	4	25
LINDA BAILEY	5	24
JILL HARRIS	5	24
MICHELLE SHERECK	5	24
CINDY THAYER	5	24
<u>TOTAL</u>		<u>596</u>
<u>NUMBER OF STUDENTS</u>		<u>43</u>
ON A VARIANCE		

<b>Hafen Elementary</b>		
<b>Teacher Name</b>	<b>Grade</b>	<b># In Class</b>
Marcell Hobbs	K	34
Robert Schoenhofen	K	35
Jill Tietjen	K	17
Jean Aubol	1	15
Crystal Farinella	1	16
Jan Lerbakken	1	15
Lyndee Presgrove	1	16
Alice Johnson	1	15
Linda Wogee	1	16
Cindy Benton	2	22
Elizabeth Dymond	2	23
Cheryl Frye	2	22
Jeff Pomije	2	22
Kurt Thorne	2	23
William Alexander	3	23
Diane Bradley	3	22
Tasha Torreson	3	24
Jessica Jones	3	23
Hannah Troyer	3	23
Abby Cooper	4	25
Becci Graham	4	23
4th Grade	4	21
Laura Shelton	4	23
Stacy Bins	5	18
Lori Goodell	5	21
Angela Moore	5	20
John Pedersen	5	19
Georia Salway	5	19

**Rosemary Clarke Middle School**

Grade	Male	Female	Total
6	197	194	391
7	224	185	409
8	215	195	410
OVERALL STUDENT TOTAL			1210

**Pahrump Valley High School**

Grade	Male	Female
9	240	213
10	210	183
11	197	167
12	108	89
Home schooler	2	1 (not included in total)
Prev-Grad - Sped	1	4 (not included in total)
	<u>755</u>	<u>652</u>
Total	1407	

**2<sup>nd</sup> ADA, Pathways High School**

	<u>Male</u>	<u>Female</u>
9 <sup>th</sup> grade	26	25
10 <sup>th</sup> grade	12	19
11 <sup>th</sup> grade	8	11
12 <sup>th</sup> grade	<u>2</u>	<u>8</u>
<b>TOTAL</b>	48	63

**2<sup>nd</sup> ADA, Pathways Middle School**

	<u>Male</u>	<u>Female</u>
6 <sup>th</sup> grade	4	4
7 <sup>th</sup> grade	6	6
8 <sup>th</sup> grade	<u>15</u>	<u>15</u>
<b>TOTAL</b>	25	25

**CLASS SIZE FOR PAHRUMP EARLY CHILDHOOD SPECIAL EDUCATION**

<u>TEACHER</u>	<u>GRADE</u>	<u># IN CLASS</u>	
		A.M.	P.M.
Sarah Hopkins	ECSE	7	10
Shelly Jacobi	ECSE	9	14
Michelle Petaros	ECSE	5	12
Randi Porter	ECSE	10	12
Traci Priest	ECSE	4	11
Stephanie Bibler	ECSE	<u>8</u>	<u>12</u>
<b>TOTAL</b>		43	71

## ROUND MOUNTAIN ELEMENTARY SCHOOL

<u>TEACHER</u>	<u>CLASS</u>	<u>NUMBER IN CLASS</u>
Rachel Potter	Early Childhood	5
Fritche Lage	Kindergarten	18/18
Susan Lewis	First Grade	12
Janine Tuss	First Grade	10
Tena Jones	Second Grade	13
Stacie King	Second Grade	12
Jim Hunt	Third Grade	16
Carol Taylor	Third Grade	15
Lisa Granillo	Fourth Grade	23
Tamara Jones	Fifth Grade	30
		<hr/>
	Total	172

## Round Mountain Junior/Senior High

9th grade - 38  
10th grade - 29  
11th grade - 24  
12th grade - 17

Total - 108

6th grade - 25  
7th grade - 30  
8th grade - 27

Total - 82

Total enrollment – 190

**SILVER RIM ELEMENTARY SCHOOL**

<u>TEACHER</u>	<u>CLASS</u>	<u>NO. STUDENTS</u>
Rachel Potter	PK	10
Elizabeth Vessels	K	30
Anena Kipp	1 <sup>st</sup>	20
Cara Ramsey	1 <sup>st</sup>	19
Jennifer Jerrell	2 <sup>nd</sup>	14
Sher Miller	2 <sup>nd</sup>	<u>15</u>
TOTALS		108

**TONOPAH ELEMENTARY/MIDDLE SCHOOL**

<u>TEACHER</u>	<u>CLASS</u>	<u>NO. STUDENTS</u>
<b>ELEMENTARY</b>		
Campos, Kristine	3 <sup>rd</sup>	17
Olin, Russell	3 <sup>rd</sup>	15
Eiseman, Rochelle	4 <sup>th</sup>	15
Wilson, Danni	4 <sup>th</sup>	17
Gillard, Gayle	5 <sup>th</sup>	17
Thibodeaux, Mary	5 <sup>th</sup>	<u>19</u>
	Sub Total	100
<b>MIDDLE SCHOOL</b>		
	6 <sup>th</sup>	31
	7 <sup>th</sup>	40
	8 <sup>th</sup>	<u>33</u>
	Sub Total	104
<b>TOTALS</b>		<b>204</b>

**Tonopah High School**

Grade 9	55
Grade 10	34
Grade 11	35
Grade 12	36
Total	160

FINANCIAL INFORMATION  
NYE COUNTY SCHOOL DISTRICT  
BOARD OF TRUSTEES MEETING NOVEMBER 29, 2007  
For FY2008

NYE COUNTY SCHOOL DISTRICT  
 GENERAL FUND - FY2008  
 as of November 1, 2007

SUMMARY OF EXPENDITURES	BUDGETED	ACTUAL	%
100 - Regular	\$ 26,615,444	\$ 4,708,441	17.69%
300 - Vocational	921,199	149,326	16.21%
900 - Other	782,249	152,835	19.54%
<b>TOTAL DISTRIBUTED EXPENDITURES</b>	<b>\$ 28,318,892</b>	<b>\$ 5,010,602</b>	<b>17.69%</b>
000 - Undistributed			
2100 - Student Support	408,373	72,550	17.77%
2200 - Staff Support	311,877	77,461	24.84%
2300 - General Administration	1,472,558	464,290	31.53%
2400 - School Administration	3,900,036	1,171,516	30.04%
2500 - Business Support	2,371,233	681,535	28.74%
2600 - Plant Operation & Mtce.	8,048,380	2,389,334	29.69%
2700 - Student Transportation	3,319,369	949,687	28.61%
5200 - Transfer to Other Funds	7,831,661	0	0.00%
<b>TOTAL UNDISTRIBUTED EXPENDITURES</b>	<b>\$ 27,663,487</b>	<b>\$ 5,806,373</b>	<b>20.99%</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 55,982,379</b>	<b>\$ 10,816,975</b>	<b>19.32%</b>
Contingency			
Unappropriated Fund Balance	\$ 1,024,979		
<b>TOTAL EXPENDITURES &amp; FUND BALANCE</b>	<b>\$ 57,007,358</b>		

SUMMARY OF AVAILABLE FINANCING	BUDGETED	ACTUAL	%
Beginning Balance	\$ 421,455	0	0.00%
Ad Valorem	9,798,327	5,086,211	51.91%
Sales & Use Taxes	9,092,727	1,152,135	12.67%
General Govt. Services Tax	2,057,942	498,132	24.21%
Tuition - In-State	4,800	0	0.00%
Tuition - Out of State	48,010	0	0.00%
Earnings on Investments	200,000	98,281	49.14%
Bank of America Sweep Interest	50,000	62,056	124.11%
Miscellaneous	53,000	15,091	28.47%
State Distributions	22,876,574	8,500,070	37.19%

NYE COUNTY SCHOOL DISTRICT  
 BOARD OF TRUSTEES BUDGET - FY 2008  
 as of November 1, 2007

SUMMARY OF EXPENDITURES	BUDGETED	ACTUAL	ENCUMBERED	BALANCE
Social Security	\$ 850	694	0	\$ 156
Workers Comp	320	267	0	53
Medicare	200	162	0	38
Day of Service	13,680	11,200	0	2,480
Professional Service	75,000	2,460	0	72,540
Lobbying	0	0	0	0
Travel	14,000	3,656	0	10,344
Supplies	4,000	1,751	2,234	15
Fuel	1,200	19	0	1,181
Dues and Fees	16,940	11,845	325	4,770
<b>TOTAL EXPENDITURES</b>	<b>\$ 126,190</b>	<b>32,055</b>	<b>\$ 2,559</b>	<b>\$ 91,576</b>

DAILY STUDENT COUNT MONTH OF OCTOBER 2007 RCMS / PVHS (AM)																						PEAK	
DATE	1	2	3	4	5	10	11	12	15	16	17	18	19	22	23	24	25	29	30	31	N/A	N/A	
ROUTE																							
1	15	15	15	14	12	10	10	11	14	15	15	15	15	11	10	10	11	11	13	14	0	0	15
2-B	28	33	32	37	36	30	40	36	25	21	35	36	30	32	29	30	26	35	37	32	0	0	40
3-C	38	40	46	45	45	43	42	40	48	43	46	47	49	37	46	43	43	40	41	40	0	0	49
4-H	39	45	40	40	39	39	44	41	46	38	43	37	41	40	40	39	42	42	41	43	0	0	46
5-J	53	59	55	49	51	54	52	52	45	47	53	54	45	44	53	54	52	54	56	52	0	0	59
6-M	61	69	71	72	65	60	58	62	62	65	64	67	64	57	67	58	56	57	65	62	0	0	72
7-O	37	41	39	42	42	41	39	42	41	40	44	46	43	37	39	42	43	38	39	42	0	0	46
8-P	66	70	70	69	65	70	68	66	66	68	70	70	67	68	67	65	65	63	70	68	0	0	70
9-Q	54	57	58	52	53	51	56	54	48	51	51	48	51	53	48	51	50	50	49	50	0	0	58
10-L	56	62	63	65	52	63	53	61	68	61	61	69	68	68	62	60	65	63	67	71	0	0	71
11	53	52	55	56	57	56	59	58	60	55	61	60	57	55	61	64	63	61	57	62	0	0	64
12-W	56	63	67	63	63	65	56	62	63	63	62	63	59	62	68	68	61	65	66	58	0	0	68
13-V	59	60	60	59	57	63	63	62	56	57	60	68	58	61	60	57	52	60	59	64	0	0	68
14	38	32	35	37	38	36	33	35	36	37	34	37	38	34	35	36	36	37	36	32	0	0	38
15	52	54	54	54	54	54	51	54	50	55	56	53	53	45	53	52	55	52	55	51	0	0	56
16-R	54	61	61	58	60	55	63	61	61	59	59	53	59	50	50	65	61	63	57	35	0	0	65
17-N	42	43	50	50	49	45	52	47	45	46	43	45	44	47	47	46	38	47	50	43	0	0	52
18	29	29	31	34	24	33	33	33	31	26	31	34	35	35	34	32	34	33	35	32	0	0	35
SUB TOTAL	830	885	902	896	862	868	872	877	865	847	888	902	876	836	869	872	853	871	893	851	0	0	
1	27	25	26	21	21	18	22	21	21	23	23	21	23	19	14	21	13	22	22	22	0	0	27
20-D	38	39	39	34	32	34	37	37	35	37	39	35	28	32	33	29	23	32	32	33	0	0	39
21-F	51	56	57	59	54	53	60	52	54	55	56	51	54	52	59	64	51	50	51	60	0	0	64
22-E	53	64	58	58	60	53	71	64	57	73	65	58	72	65	63	72	62	63	70	65	0	0	73
23-I	40	45	46	45	35	46	43	44	46	49	49	48	47	46	50	47	48	50	46	49	0	0	50
24	43	47	43	41	47	45	41	45	56	45	43	43	41	47	42	44	40	41	40	44	0	0	56
25-Y	25	33	30	31	31	26	23	24	30	25	25	27	22	32	27	29	31	22	25	30	0	0	33
26-U	33	38	39	37	39	36	40	37	39	33	38	35	30	37	34	32	30	32	32	38	0	0	40
27-S	31	29	31	30	29	37	36	36	37	38	38	36	38	36	37	38	31	38	35	37	0	0	38
28-X	56	48	50	51	52	60	50	52	56	51	50	57	48	55	46	47	43	44	45	42	0	0	60
29-K	38	38	38	35	32	32	37	33	32	30	35	38	32	36	35	39	37	33	33	35	0	0	39
30	25	24	20	19	24	20	25	18	24	23	21	25	20	22	18	20	22	20	23	21	0	0	25
31-T	42	38	47	47	44	44	49	48	46	45	39	37	35	35	40	41	38	38	40	40	0	0	49
32	39	47	43	41	40	46	46	41	49	46	44	51	46	50	48	46	49	45	54	52	0	0	54
SUB TOTAL	541	571	567	549	540	550	580	552	582	573	565	562	536	564	546	569	518	530	548	568	0	0	
TOTALS	1371	1456	1469	1445	1402	1418	1452	1429	1447	1420	1453	1464	1412	1400	1415	1441	1371	1401	1441	1419	0	0	

RCMS

17415

PVHS

11111

RCMS

AVERAGE 48.375

PVHS

AVERAGE 39.682

31

GRAND

TOTAL

28526

# MONTHLY VEHICLE REPORT SUMMARY

**MONTH OF: OCTOBER 2007**

<u>ROUTE:</u>	<u>TOTAL MILEAGE:</u>	<u>AVG DLY: MILEAGE:</u>	<u>AVG K-5</u>	<u>PEAK K-5</u>	<u>AVG 6-8</u>	<u>PEAK 6-8</u>	<u>AVG 9-12</u>	<u>PEAK 9-12</u>	<u>MONTH TOTAL STUDENT HAUL</u>
<i>AMAR #1</i>	1068	53	48	58	0	0	0	0	
<i>AMAR #2</i>	1400	70	40	48	21	52	0	0	1691
<i>AMAR #3</i>	1780	89	28	34	11	17	0	0	1615
<i>AMAR #4 (van)</i>	2900	145	1	1	0	0	0	0	20
<i>AMAR E/C</i>			11	15	0	0	0	0	335
<i>BEATTY #1</i>	3300	165	0	0	5	22	29	44	1352
<i>BEATTY #2</i>	3780	189	4	4	4	34	33	46	1657
<i>BEATTY #3</i>	900	45	3	5	5	13	2	3	434
<i>DCKWTR #1</i>	3720	186	0	0	1	1	10	14	411
<i>DCKWTR #2</i>	2134	106	8	10	1	1	0	0	379
<i>DCKWTR E/C</i>			4	5					82
<i>GABBS #1</i>	1680	84	9	11	1	2	5	7	643
<i>YOMBA ACTVY</i>	567	81	1	1	1	2	4	6	38
<i>RND MTN #1</i>	2020	101	11	20	11	16	0	0	602
<i>RND MTN #2</i>	2600	130	12	18	3	8	5	10	816
<i>RND MTN #3</i>	1500	75	13	20	5	10	5	12	938
<i>RND MTN E/C</i>			2	4					40
<i>TONO #1</i>	740	37	24	38	21	28	19	26	2628
<i>TONO #2</i>	643	32	0	0	65	77	0	0	2596
<b>TOTALS</b>	<b>30732</b>	<b>1588</b>	<b>219</b>	<b>292</b>	<b>155</b>	<b>283</b>	<b>112</b>	<b>168</b>	<b>16277</b>

**2007 BOARD OF TRUSTEE COMMITTEE ASSIGNMENTS**

NASB Director	Harold Tokerud
Legislative Representative	Dennis Keating
Debt Management Commission Rep.	Tracie Ward
Parks & Recreation Representative	Doc McNeely
Policy Committee	Dennis Keating, Harold Tokerud & 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
Economic Development Council <i>INACTIVE</i>	Kevin Pape
Advisory Board for Recruitment/ Retention of Licensed Personnel Re: Pilot Programs of Performance Pay & Enhanced Compensation	Dennis Keating
District Improvement Plan Committee	Kevin Pape

*Last updated 11-14-07*

**NYE COUNTY SCHOOL DISTRICT  
2007-08 BOARD OF TRUSTEES MEETING CALENDAR**

<u>Meeting Date</u>	<u>Time</u>	<u>Location</u>	<u>Agenda closes @ noon on</u>
Thursday, 7/26/07	6:30 p.m.	Videoconference	Wednesday, 7/18/07
Thursday, 8/9/07	6:30 p.m.	Videoconference	Wednesday, 8/1/07
Thursday, 8/30/07	5:00 p.m.	Round Mountain	Wednesday, 8/22/07
Thursday, 9/13/07	5:30 p.m.	Duckwater	Wednesday, 9/5/07
Thursday, 9/27/07	6:30 p.m.	Videoconference	Wednesday, 9/19/07
Thursday, 10/18/07	5:30 p.m.	Gabbs	Wednesday, 10/10/07
Thursday, 11/8/07	6:30 p.m.	Videoconference	Wednesday, 10/31/07
Thursday, 11/29/07	6:30 p.m.	Videoconference	Monday, 11/19/07
Thursday, 12/13/07	6:30 p.m.	Videoconference	Wednesday, 12/5/07
Thursday, 1/3/08	6:30 p.m.	Videoconference	Wednesday, 12/19/07
Thursday, 1/24/08	6:00 p.m.	Beatty	Wednesday, 1/16/08
Thursday, 2/14/08	6:30 p.m.	Videoconference	Wednesday, 2/6/08
Thursday, 3/13/08	6:00 p.m.	Amargosa	Wednesday, 3/5/08
Thursday, 4/3/08	6:30 p.m.	Videoconference	Wednesday, 3/26/08
Thursday, 4/24/08	6:00 p.m.	Tonopah	Wednesday, 4/16/08
Thursday, 5/8/08	6:30 p.m.	Videoconference	Wednesday, 4/30/08
*Wednesday, 5/21/08	6:30 p.m.	Videoconference	Tuesday, 5/13/08
Thursday, 6/19/08	6:30 p.m.	Videoconference	Wednesday, 6/11/08

NOTE: Meetings are held by videoconference between the Pahrump and Tonopah District offices unless otherwise noted. 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]

*Effective 8/9/07*

## RESOLUTION

**A RESOLUTION DESIGNATED AS THE "2007B BOND RESOLUTION"; DECLARING THE NECESSITY OF INCURRING A BONDED INDEBTEDNESS ON BEHALF OF THE NYE COUNTY SCHOOL DISTRICT FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, IMPROVING AND EQUIPPING SCHOOL FACILITIES; AUTHORIZING THE ISSUANCE OF THE NYE COUNTY SCHOOL DISTRICT, NEVADA, GENERAL OBLIGATION (LIMITED TAX) SCHOOL BUILDING BONDS, SERIES 2007B; PROVIDING THE FORM OF THE BONDS AND FOR THEIR PAYMENT; PROVIDING OTHER DETAILS IN CONNECTION THEREWITH; RATIFYING ACTION PREVIOUSLY TAKEN RELATING THERETO; AND PROVIDING THE EFFECTIVE DATE HEREOF.**

**WHEREAS**, the Nye County School District in Nye County, State of Nevada (the "District", the "County", and the "State", respectively) was duly organized and is operating in accordance with the provisions of Nevada Revised Statutes ("NRS"); and

**WHEREAS**, the Board of Trustees of the District (the "Board") has determined and does hereby declare:

(A) Pursuant to Nevada Revised Statutes ("NRS") 387.335 (the "Project Act"), the Board is authorized and empowered to borrow money for the purposes provided in the Bond Question defined below (the "Project") and to evidence such borrowing by the issuance of bonds;

(B) Chapter 350, NRS in effect requires compliance with:

(i) NRS 350.011 through 350.0165, and all laws amendatory thereof (the "Bond Commission Act"),

(ii) NRS 350.020 through 350.070, and all laws amendatory thereof (the "Bond Election Act"),

(iii) NRS 350.105 through 350.195, and all laws amendatory thereof (the "Bond Sale Act"), and

(iv) NRS 350.500 through 350.720, and all laws amendatory thereof, cited in NRS 350.500 as the Local Government Securities Law (the "Bond Act");

(C) In the judgment of the Board, the public interest, health, welfare, and safety require the Project; and

**WHEREAS**, the Bond Election Act, in effect, provides in part that:

(A) When any municipality proposes to issue or incur general obligations (with certain exceptions not here applicable), the proposal must be submitted to the electors of the municipality at a general or special election called for that purpose, and

(B) If a majority of the electors voting on the question is in favor of the proposal submitted, the proposal is carried; and

**WHEREAS**, the Bond Question was duly submitted to a vote of the qualified electors of the District at an election held on Tuesday, November 7, 2006 (the "Election"), in the manner provided by the Bond Election Act and by the general election laws of the State, i.e., chapter 293 of NRS, and all laws amendatory thereof (the "General Election Act"); and

**WHEREAS**, the Bond Question was approved by a majority of the qualified electors voting thereon at the Election, and the results thereof have heretofore been declared; and

**WHEREAS**, pursuant to the Bond Commission Act and NRS 350.020(4), the Board heretofore submitted to the Debt Management Commission of Nye County (the "Commission") the District's proposal to issue general obligation bonds to finance the Project as authorized at the Election (herein the "Bond Question"); and

**WHEREAS**, the District will not issue the Bonds (hereafter defined) until the Commission, pursuant to the Bond Commission Act, duly approves the Bond Question by the Commissioners' adoption of a resolution of approval for the Bond Question; and

**WHEREAS**, the existing tax for debt service currently levied by the District will at least equal the amount required to pay the principal and interest on the outstanding general obligations of the District and the general obligations to be issued pursuant to this bond resolution; and

**WHEREAS**, after approval of the District's proposal to issue the General Obligation (Limited Tax) School Building Bonds, Series 2007B (the "Bonds" or the "Bond") by the Commission, and after the sale of the Bonds in accordance with the Bond Sale Act, the District's Superintendent, as the chief administrative officer of the District, or the Director of Business and Finance, as the chief financial officer of the District (the "Chief Financial Officer") is hereby authorized to sell the Bonds to the best bidder therefore (the "Purchaser"), and to accept a binding bid for the Bonds; and

**WHEREAS**, the Bonds are to bear interest at the rates per annum provided in the bond purchase proposal submitted by the Purchaser (the "Bond Purchase Proposal") and accepted by the Superintendent or Chief Financial Officer, which rates must not exceed by more than 3% the Index of Twenty Bonds most recently published in The Bond Buyer prior to the time bids were received for the Bonds, and are to be sold at a price equal to the principal amount thereof, plus accrued interest to the date of delivery of the Bonds, plus a premium or less a discount not exceeding 9% of the principal amount thereof, all as specified by the Superintendent or Chief Financial Officer in a certificate dated on or before the date of delivery of the Bonds (the "Certificate of the Chief Financial Officer"); and

**WHEREAS**, the Board hereby elects to have the provisions of NRS Chapter 348 apply to the Bonds; and

**WHEREAS**, the Board has determined and does hereby declare that each of the limitations and other conditions to the issuance of the Bonds in the Bond Act and in any other relevant act of the State or the Federal government has been met; and pursuant to NRS 350.708, this determination of the Board that the limitations in the Bond Act have been met shall be conclusive in the absence of fraud or arbitrary or gross abuse of discretion.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE NYE COUNTY SCHOOL DISTRICT, NYE COUNTY, NEVADA:**

Section 1. **Short Title.** This Resolution shall be known and may be cited as the "2007B Bond Resolution" (the "Resolution").

Section 2. **Acceptance of Purchase Proposal.** The Chief Financial Officer, or in his absence the Superintendent of the District, is authorized to accept the Bond Purchase Proposal submitted by the Purchaser, subject to the terms and conditions specified herein.

Section 3. **Ratification.** All action heretofore taken (not inconsistent with the provisions of this Resolution) by the District, the officers of the District, and otherwise by the District directed:

A. **Project.** Toward the Project, and

B. **Bonds.** Toward the sale and delivery of the Bonds for that

purpose,

be, and the same hereby is, ratified, approved and confirmed, including, without limitation, the sale of the Bonds to the Purchaser.

Section 4. **Necessity of Project and Bonds.** It is necessary and in the best interests of the District, its officers and the inhabitants of the District, that the District effect the Project and defray wholly or in part the cost thereof by the issuance of the Bonds therefor; and it is hereby so determined and declared.

Section 5. **Authorization of Project.** The Board hereby authorizes the Project.

Section 6. **Estimated Cost of Project.** The cost of the Project is estimated not to exceed the principal amount of the Bonds, excluding any such cost defrayed or to be defrayed by any source other than the proceeds of the principal amount of the Bonds.

Section 7. **Resolution to Constitute Contract.** In consideration of the purchase and the acceptance of the Bonds by those who shall hold the same from time to time, the provisions of this Resolution shall constitute a contract between the District and the registered owners from time to time of the Bonds.

Section 8. **Bonds Equally Secured.** The covenants and agreements herein set forth shall be for the equal benefit, protection and security of the registered owners of any and all of the outstanding Bonds, all of which, regardless of the time or times of their issue or maturity, shall be of equal rank without preference, priority or distinction, except as otherwise expressly provided in or pursuant to this Resolution.

Section 9. **General Obligations.** All of the Bonds, as to principal and interest thereon (the "Bond Requirements"), shall constitute general obligations of the District, which hereby pledges its full faith and credit for their payment. The Bonds as to all Bond Requirements shall be payable from general (ad valorem) taxes (the "General Taxes") as herein provided.

Section 10. **Limitations Upon Security.** The payment of the Bonds is not secured by any encumbrance, mortgage or other pledge of property of the District, except the proceeds of General Taxes and any other moneys pledged for the payment of the Bonds. No property of the District, subject to such exception, shall be liable to be forfeited or taken in payment of the Bonds.

Section 11. **Authorization of Bonds.** For the purpose of defraying wholly or in part the cost of the Project, it is hereby declared necessary that the District issue, and there are hereby authorized to be issued, pursuant to the Bond Act, and all laws thereunto enabling, the "Nye County School District, Nevada, General Obligation (Limited Tax) School Building Bonds, Series 2007B," in the aggregate principal amount to be specified in the Certificate of the Chief Financial Officer (such principal amount shall not exceed \$7,500,000).

Section 12. **Bond Details.** The Bonds shall be issued in fully registered form. The Bonds shall be issued as a single Bond, and dated as of the date of delivery to the Purchaser. The installments of principal of the Bond shall bear interest (calculated on the basis of a 360 day year consisting of twelve 30 day months) at the rates per annum set forth in the Certificate of the Chief Financial Officer from its date until the principal of the Bond is paid in full, payable on May 1 and November 1 of each year, commencing on May 1, 2008. The installments of principal of the Bond shall be payable on the dates and in the amounts as set forth in the Certificate of the Chief Financial Officer (not to exceed 21 years from the date of the Bond).

The installments of principal and interest prior to final payment shall be payable to the registered owner thereof as shown on the registration records kept by the Chief Financial Officer or any successor thereof named by the Chief Financial Officer or the Board (the "Registrar" and the "Paying Agent"), as of the close of business on the day next preceding each payment date.

The final payment on the Bond shall be made only upon presentation and surrender of the Bond at the office of the Paying Agent, or such other office as designated by the

Paying Agent. If any installment of principal of the Bond shall not be paid when due, such installment shall continue to draw interest at the interest rate borne by such installment of principal until such installment is paid in full. The Paying Agent may make payments on any Bond by such alternative means as may be mutually agreed to between the owner of such Bond and the Paying Agent. All such payments shall be made in lawful money of the United States of America.

Section 13. **Redemption.**

A. **Optional Redemption.** The installments of principal on the Bond maturing on and after the date set forth in the Certificate of the Chief Financial Officer, shall be subject to prepayment at the option of the District, in whole or in part, on the date set forth in the Certificate of the Chief Financial Officer, at a premium, if any set forth in the Certificate of the Chief Financial Officer.

B. **Notice of Redemption.** Unless waived by any registered owner of a Bond to be redeemed, notice of prior redemption shall be given by the Registrar, by first-class mail, at least 10 days to the registered owner of any Bond all or a part of which is called for prior redemption at his or her address as it last appears on the registration records kept by the Registrar. After such notice and presentation of said Bonds, the Bonds called for redemption will be paid. Actual receipt of mailed notice by the registered owner of Bonds shall not be a condition precedent to redemption of such Bonds. Failure to give such notice by mailing to the registered owner of any Bond designated for redemption, or any defect therein, shall not affect the validity of the proceedings for the redemption of any other Bond. A certificate by the Registrar that notice of call and redemption has been given as provided in this Section shall be conclusive as against all parties; and no owner whose Bond is called for redemption or any other owner of any Bond may object thereto or may object to the cessation of interest on the redemption date on the ground that he failed actually to receive such notice of redemption.

Notwithstanding the provisions of this section, any notice of redemption may contain a statement that the redemption is conditional upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Bonds so called for redemption, and that if such funds are not available, such redemption shall be canceled by

written notice to the owners of the Bonds called for redemption in the same manner as the original redemption notice was mailed.

Section 14. **Negotiability.** Subject to the registration provisions herein provided, the Bonds shall be fully negotiable within the meaning of and for the purposes of the Uniform Commercial Code -- Investment Securities, and each registered owner shall possess all rights enjoyed by registered owners of negotiable instruments under the Uniform Commercial Code -- Investment Securities.

Section 15. **Registration, Transfer and Exchange of Bonds.**

A. Records for the registration and transfer of the Bonds shall be kept by the Registrar. Upon the surrender for transfer of any Bond at the Registrar, duly endorsed for transfer or accompanied by an assignment in form satisfactory to the Registrar duly executed by the registered owner or his attorney duly authorized in writing, the Registrar shall authenticate and deliver in the name of the transferee or transferees a new Bond or register the Bond in the name of the new registered owner on the registration panel appended to the Bond. For every exchange or transfer of Bonds requested by the owner thereof, the District or the Registrar may make a sufficient charge to reimburse it for any tax, fee, or other governmental charge required to be paid with respect to such exchange or transfer, and may charge a sum sufficient to pay the cost of preparing and authenticating each new Bond.

B. The person in whose name any Bond shall be registered, on the registration records kept by the Registrar, shall be deemed and regarded as the absolute owner thereof for the purpose of making payment thereof and for all other purposes; and payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

C. If any Bond shall be lost, stolen, destroyed, or mutilated, the Registrar shall, upon receipt of such evidence, information or indemnity relating thereto as it or the District may reasonably require, and upon payment of all expenses in connection therewith, authenticate and deliver a replacement Bond of a like principal amount and tenor. If such lost, stolen, destroyed, or

mutilated Bond shall have matured, or shall have been called for redemption, the Registrar may direct that such Bond be paid by the Paying Agent in lieu of replacement.

D. Whenever the Bond shall be surrendered to the Paying Agent upon payment thereof, or to the Registrar for transfer, exchange or replacement as provided herein, such Bond shall be promptly canceled by the Paying Agent or Registrar.

Section 16. **Execution of Bond.** The Bond shall be executed as follows:

A. **Filings with Secretary of State.** Pursuant to NRS 350.638 and to the act cited as the Uniform Facsimile Signatures of Public Officials Act, cited as chapter 351 of NRS, prior to the execution of any Bonds by facsimile signature, the President and the Clerk of the Board (the "President" and the "Clerk", respectively), and the County Treasurer shall each file with the Secretary of State of the State of Nevada his or her manual signature certified by him or her under oath.

B. **Manner of Execution.** The Bond shall be signed and executed in the name of and on behalf of the District with the manual or facsimile of the signature of the President, and shall be countersigned, subscribed, and executed with the manual or facsimile signature of the County Treasurer; shall be authenticated with the manual or facsimile impression of the official seal of the District; and the Bond shall be signed, executed, and attested with such a manual or facsimile of the signature of the Clerk.

C. **Registration.** No Bond shall be valid or obligatory for any purpose unless the registration panel has been duly manually executed by the Registrar. The registration panel shall be deemed to have been duly executed by it if manually signed by an authorized officer or employee of the Registrar. By signing the registration panel pursuant to this Resolution, the Registrar shall be deemed to have assented to all of the provisions of this Resolution.

Section 17. **Use of Predecessor's Signature.** The Bond bearing the signatures of the officers in office at the time of the signing thereof shall be the valid and binding obligation of the District, notwithstanding that before the delivery thereof and payment therefor any or all of the persons whose signatures appear thereon shall have ceased to occupy their respective offices. The President, the Clerk and the County Treasurer, at the time of the execution of a signature certificate pertaining to the Bond by each of those officers, may adopt as and for his or her own facsimile signature the facsimile signature of his or her predecessor in office if such facsimile signature appears upon the Bond.

Section 18. **Incontestable Recital.** Pursuant to NRS 350.628, the Bonds shall contain a recital that they are issued pursuant to NRS 387.335 and the Bond Act, which recital shall be conclusive evidence of the validity of the Bonds and the regularity of their issuance.

Section 19. **State Tax Exemption.** Pursuant to NRS 350.710, the Bonds, their transfer and the income therefrom shall forever be and remain free and exempt from taxation by the State or any subdivision thereof, except for the tax on estates imposed pursuant to the provisions of Chapter 375A of NRS and the tax on generation-skipping transfers imposed pursuant to the provisions of Chapter 375B of NRS.

Section 20. **Bond Execution.** The President, the Clerk and the County Treasurer are hereby authorized and directed to prepare and to execute the Bond as herein provided.

Section 21. **Registration.**

A. Before the Bond is delivered, it shall be registered by the Registrar. The register shall show:

- (1) The aggregate principal amount of the Bond;
- (2) The date of payment of each installment of principal of the Bond; and
- (3) The rate of interest which each of the installments of principal of the Bond bears.

B. In addition, the Registrar shall maintain the registration records of the District for the Bond showing the name and address of the registered owner of the Bond.

Section 22. **Bond Delivery.** After such registration, in accordance with the terms of this Resolution, the Registrar shall cause the Bond to be delivered to the Purchaser, upon due payment being made.

Section 23. **Bond Form.** Subject to the provisions of this Resolution, the single Bond shall be in substantially the following form, with such omissions, insertions, endorsements, and variations as to any recitals of fact or other provisions as may be required by the circumstances, be required by this Resolution, or be consistent with this Resolution and necessary or appropriate to conform to the rules and requirements of any governmental authority or any usage or requirement of law with respect thereto:

(Form of the Bond)

TRANSFER OF THIS BOND OTHER THAN BY REGISTRATION IS NOT EFFECTIVE

**NYE COUNTY SCHOOL DISTRICT, NEVADA  
GENERAL OBLIGATION (LIMITED TAX)  
SCHOOL BUILDING BOND  
SERIES 2007B**

NO. \_\_\_\_\_ \$ \_\_\_\_\_

The Nye County School District in Nye County, Nevada (the "District", the "County", and the "State", respectively), hereby acknowledges itself indebted and for value received hereby promises to pay the Registered Owner specified on the registration panel appended hereto, or its registered assigns, the principal amount of

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_)

in installments of principal in the amounts and dates as provided in the resolution authorizing the issuance of this Bond adopted by the Board of Trustees of the District (the "Board") on November 29, 2007 (the "Resolution") and the Certificate of the Chief Financial Officer, together with interest on the unpaid installments of principal from the date of delivery of this Bond appearing below until payment of such installments of principal shall have been discharged as provided in the Resolution, at the interest rate of \_\_\_\_% per annum, being payable on May 1 and November 1 of each year commencing on May 1, 2008. The final payment of principal and interest on this Bond is payable upon presentation and surrender hereof at the office of the District's registrar and paying agent (the "Registrar" or the "Paying Agent"), presently the Chief Financial Officer of the District in Pahrump, Nevada, or such other office as designated by the Paying Agent. Installments of principal and interest on this Bond will be paid on each payment date (or, if such interest payment date is not a business day, on the next succeeding business day), by check or draft mailed to the person in whose name this Bond is registered (the "registered owner") on the registration panel appended to this Bond and in the registration records of the Registrar maintained by the Registrar and at the address appearing thereof at the close of business on the day next preceding such payment date. If, upon presentation at maturity, payment of this Bond is not made as herein provided, interest shall continue at the same rate specified above until the principal hereof is paid in full. All such payments shall be made in lawful money of the United States of America without deduction for the services of the Paying Agent or Registrar.

This Bond must be registered in the name of the owner as to both principal and interest on the registration records kept by the Registrar in conformity with the provisions stated herein and endorsed hereon and subject to the terms and conditions set forth in the Resolution. No transfer of this Bond shall be valid unless made on the registration panel and the registration records

maintained at the office of the Registrar by the registered owner or his attorney duly authorized in writing.

The District and the Registrar and Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of making payment and for all other purposes and neither the District nor the Registrar and Paying Agent shall be affected by notice to the contrary.

This Bond is issued by the Board in the name of and on behalf of the District and upon the credit thereof, for the purpose of acquiring, constructing, improving and equipping school facilities, under the authority of and in full conformity with the Constitution and statutes of the State and pursuant to the Resolution duly adopted by the Board prior to the issuance of this Bond.

It is hereby certified, recited and warranted that all the requirements of law have been fully complied with by the proper officers of the District in the issuance of this Bond; that the total indebtedness of the District, including that of this Bond, does not exceed any limit of indebtedness prescribed by the Constitution or laws of the State of Nevada; and that provision has been made for the levy and collection of annual general (ad valorem) taxes sufficient to pay the principal and interest (the "Bond Requirements") of this Bond when the same become due (except to the extent any other funds are available therefor), subject to the limitations imposed by the Constitution and statutes of the State of Nevada.

This Bond is issued pursuant to NRS 350.500 through 350.720, and all laws amendatory thereof (designated in NRS 350.500 as the Local Government Securities Law) and NRS 387.335, and pursuant to NRS 350.628, Local Government Securities Law, this recital is conclusive evidence of the validity of this Bond and the regularity of its issuance; and, pursuant to NRS 350.710, this Bond, its transfer and the income therefrom shall forever be and remain free and exempt from taxation by the State or any subdivision thereof, except for the tax on estates imposed pursuant to the provisions of Chapter 375A of NRS and the tax on generation-skipping transfers imposed pursuant to the provisions of Chapter 375B of NRS.

No recourse shall be had for the payment of the Bond Requirements of this Bond or for any claim based thereon or otherwise in respect to the Resolution, against any individual member of the Board, or any officer or other agent of the District, past, present or future, either directly or indirectly through the Board, or otherwise, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any penalty or otherwise, all such liability, if any, being by the acceptance of this Bond and as a part of the consideration of its issuance specially waived and released.

The full faith and credit of the District are hereby pledged for the punctual payment of the Bond Requirements of this Bond. This Bond shall not be valid or obligatory for any purpose until an authorized officer of the Registrar shall have manually signed the registration panel appended hereto.

IN WITNESS WHEREOF, the Board of Trustees of the Nye County School District, in Nye County and State of Nevada, has caused this Bond to be executed in the name and on behalf of the District with the manual or facsimile signature of the President of its Board of Trustees, and to be attested and executed by the manual or facsimile signature of the Clerk of the Board of Trustees, has caused the manual or facsimile of the corporate seal of the District to be affixed hereon, has caused this Bond to be countersigned with the manual or facsimile signature of the County Treasurer of Nye County, Nevada, all as of \_\_\_\_\_, 2007.

NYE COUNTY SCHOOL DISTRICT,  
NEVADA

\_\_\_\_\_  
(Manual or Facsimile Signature)  
President, Board of Trustees

(SEAL)

Countersigned:

Attest:

\_\_\_\_\_  
(Manual or Facsimile Signature)  
Nye County Treasurer

\_\_\_\_\_  
(Manual or Facsimile Signature)  
Clerk, Board of Trustees

(End of Form of Single Bond)

(Form of Registration Panel for Single Bond)

The within single Bond is registered in the office of the Chief Financial Officer of the District, as Registrar in the name of the last owner listed below, and the principal amount of the Bond and interest thereon shall be payable only to such owner, all in accordance with the within-mentioned Resolution.

<u>Date of Registration</u>	<u>Name of Owner</u>	<u>Address of Owner</u>	<u>Signature of Registrar</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(End of Form of Registration Panel)

(Form of Prepayment Panel)

The following installments of principal (or portions thereof) of this Single Bond have been prepaid by Nye County School District, Nevada, in accordance with the terms of the within-mentioned Resolution.

<u>Date of Prepayment</u>	<u>Due Date of Installments (or portions thereof)</u>	<u>Principal Amount Prepaid</u>	<u>Signature of Paying Agent</u>
_____	_____	_____	_____
_____	_____	_____	_____

(End of Form of Principal Prepayment Panel for Single Bond)

(Form of Assignment for Bond)

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Bond and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney, to transfer the same on the records kept for registration of the within Bond, with full power of substitution in the premises.

\_\_\_\_\_

Dated: \_\_\_\_\_

Signature Guarantee:

\_\_\_\_\_

Name and address of transferee:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Social Security or other tax  
identification number of  
transferee:

\_\_\_\_\_

Note: The signature to this Assignment must correspond with the name as written on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever. Signature(s) must be guaranteed by an eligible guarantor institution as defined in 17 CFR ' 240.17Ad-15(a)(2).

(End of Form of Assignment for Bond)

Section 24. **Use of Bond Proceeds.** Upon the issuance of the Bonds, the District shall cause the proceeds of the Bonds to be applied as follows:

A. First, pursuant to NRS 350.020(5), an amount equal to not greater than 10 percent of the proceeds of each series of the Bonds (to the extent not funded out of other legally available monies of the District) shall be deposited in an account heretofore created and designated as the "Nye County School District, Nevada, General Obligation (Limited Tax) School Building Bonds Debt Service Reserve Account" (the "Reserve Account") to be held within the District's debt service fund, together with other available monies of the District, to be maintained as provided in NRS 350.020(5) in an amount at least equal to the lesser of the amount of principal and interest payments due on all of the outstanding bonds of the District in the next fiscal year or 10 percent of the outstanding principal amount of all of the outstanding bonds of the District, or such other lesser amount as the Nevada Legislature may hereafter allow (the "Minimum Reserve Amount"). Monies in the Reserve Account shall be used for payment of outstanding bonds of the District; and, when legally permissible to do so, monies in the Reserve Account in excess of the Minimum Reserve Amount may be used for the cost of the Project.

B. Second, the balance remaining after the deposits required by subsection A, as provided above, shall be set aside in a special account designated as the "Nye County School District, Nevada 2007 Construction Account" (the "Construction Account"), to be used to pay the costs of the Project, including but not limited to the costs of issuing the Bonds.

After the completion of the Project or after adequate provision therefore is made, pursuant to NRS 350.650, any unexpended balance of Bond proceeds (or, unless otherwise required by law, any other moneys) remaining in the Construction Account and the Reserve Account (if not needed to comply with the provisions of NRS 350.020(5)) shall be deposited into the Principal Account or Interest Account hereinafter created for the payment of the principal of or interest on the Bonds as the same become due. The annual General Taxes for the payment of the interest on and principal of the Bonds and levied after the deposit into the Interest Account or the Principal Account of any such unexpended Bond proceeds, may be diminished to the extent of the availability of such deposits for the payment of such Bond interest and such Bond principal, as the case may be.

Section 25. **Use of Investment Gain.** Pursuant to NRS 350.658, any gain from any investment and any reinvestment of any proceeds of the Bonds deposited in the Construction Account shall be deposited promptly upon the receipt of such gain at any time or from time to time into either the Construction Account to defray, in part, the costs of the Project, or if adequate provision therefore has been made, into the Principal Account or Interest Account for the respective payment of the principal of or interest on the Bonds, or any combination thereof. The annual General Taxes for the payment of the principal of or interest on the Bonds levied after such deposits of any such investment or reinvestment gain, may be diminished to the extent of the availability of such deposits for the payment of such Bond principal or interest.

Section 26. **Tax Covenant.** The District covenants for the benefit of the registered owners of the Bonds that it will not take any action or omit to take any action with respect to the Bonds, the proceeds thereof, any other funds of the District or any facilities financed with the proceeds of the Bonds if such action or omission (i) would cause the interest on the Bonds to lose its exclusion from gross income from federal income tax purposes under Section 103 of the Code, or (ii) would cause interest on the Bonds to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Code except to the extent such interest is required to be included in the adjusted current earnings adjustment applicable to corporations under Section 56 of the Code in calculating corporate alternative minimum taxable income. The foregoing covenant shall remain in full force and effect notwithstanding the payment in full or defeasance of the Bonds until the date on which all obligations of the District in fulfilling the above covenant under the Code have been met.

Section 27. **Prevention of Bond Default.** Subject to the provisions of Sections 25, 30 and 33 hereof, the Treasurer shall use any Bond proceeds credited to the Expense Account, but not the Escrow Account, without further order or warrant, to pay the Bond Requirements of the Bonds as the same become due whenever and to the extent moneys otherwise available therefor are insufficient for that purpose, unless such Bond proceeds shall be needed to defray obligations accrued and to accrue under any contracts then existing and relating to the Project. The Treasurer shall promptly notify the Board of any such use.

Section 28. **Purchaser Not Responsible.** The validity of the Bonds shall not be dependent on or be affected by the validity or regularity of any proceedings relating to the Project. The Purchaser of the Bonds, any associate thereof, and any subsequent registered owner of any Bond shall in no manner be responsible for the application or disposal by the District or by any of its officers, agents and employees of the moneys derived from the sale of the Bonds or of any other moneys herein designated.

Section 29. **General Tax Levies.** As authorized by NRS 350.596, the interest falling due on the Bonds at any time when there are not on hand from tax levies sufficient funds to pay the same shall promptly be paid out of the general fund of the District or out of any other funds that may be available for such purpose, including, without limitation, any proceeds of General Taxes. For the purpose of repaying any moneys so paid from any such fund or funds (other than any moneys available without replacement for the payment of such Bond Requirements on other than a temporary basis), and for the purpose of creating funds for the payment of the Bonds and the interest thereon, there are hereby created separate accounts designated respectively as the "Nye County School District, Nevada, General Obligation (Limited Tax) School Building Bonds, Series 2007B Interest Account" (the "Interest Account") and the "Nye County School District, Nevada, General Obligation (Limited Tax) School Building Bonds, Series 2007B Principal Account" (the "Principal Account") (the Interest Account and the Principal Account are collectively referred to as the "Bond Fund"). Pursuant to NRS 350.592 and 350.594, there shall be levied in the calendar year 2008, and annually thereafter, until all of the Bond Requirements of the Bonds shall have been fully paid, satisfied and discharged, a General Tax on all property, both real and personal, subject to taxation within the boundaries of the District, including the net proceeds of mines, fully sufficient to reimburse such fund or funds for such installments of interest, to pay the interest on the Bonds, and to pay and retire the same as hereinabove provided, after there are made due allowances for probable delinquencies. The proceeds of such annual levies shall be duly credited to such separate accounts for the payment of the Bond Requirements. In the preparation of the annual budget or appropriation resolution for the District, the Board shall first make proper provisions through the levy of sufficient General Taxes for the payment of the interest on and the retirement of the principal of the bonded indebtedness of the District, including, without limitation, the Bonds, subject to the limitation

imposed by NRS 361.453 and Section 2, art. 10, State Constitution, and the amount of money necessary for this purpose shall be a first charge against all the legally available revenues received by the District.

Section 30. **Priorities for Bonds.** As provided in NRS 361.463, in any year in which the total General Taxes levied against the property in the District by all overlapping units within the boundaries of the District may exceed the limitation of \$3.64 on each \$100 of assessed valuation imposed by NRS 361.453, or a lesser or greater amount fixed by the State board of examiners in any fiscal year, and it shall become necessary by reason thereof to reduce the levies made by any and all such units, the reduction so made shall be in General Taxes levied by such unit or units (including, without limitation, the District and the State) for purposes other than the payment of their bonded indebtedness, including interest thereon. The General Taxes levied for the payment of such bonded indebtedness and the interest thereon shall always enjoy a priority over General Taxes levied by each such unit (including, without limitation, the District and the State) for all other purposes where reduction is necessary in order to comply with the limitation of NRS 361.453.

Section 31. **Correlation of Levies.** Such General Taxes shall be levied and collected in the same manner and at the same time as other taxes are levied and collected, and the proceeds thereof for the Bonds herein authorized shall be kept by the Treasurer in the Bond Fund, which account shall be used for no other purpose than the payment of principal and interest, respectively, as the same fall due.

Section 32. **Use of General Fund.** Any sums becoming due on the Bonds at any time when there are on hand from such tax levy or levies (and any other available moneys) insufficient funds to pay the same shall be promptly paid when due from general funds on hand belonging to the District, reimbursement to be made for such general funds in the amounts so advanced than the taxes herein provided for have been collected, pursuant to NRS 350.596.

Section 33. **Use of Other Funds.** Nothing in this Resolution prevents the District from applying any funds (other than General Taxes) that may be available for that purpose to the payment of such interest or principal as the same, respectively, mature, and upon such payments, the levy or levies herein provided may thereupon to that extent be diminished, pursuant to NRS 350.598.

Section 34. **Legislative Duties.** In accordance with NRS 350.592 and NRS 361.463, it shall be the duty of the Board annually, at the time and in the manner provided by law for levying other General Taxes of the District, if such action shall be necessary to effectuate the provisions of this Resolution, to ratify and carry out the provisions hereof with reference to the levy and collection of General Taxes; and the Board shall require the officers of the County to levy, extend and collect such taxes in the manner provided by law for the purpose of creating funds for the payment of the principal of the Bonds and the interest thereon. Such taxes, when collected shall be kept for and applied only to the payment of the principal of and the interest on the Bonds as hereinabove specified.

Section 35. **Appropriation of General Taxes.** In accordance with NRS 350.602, there is hereby specially appropriated the proceeds of such General Taxes to the payment of such principal and interest; and neither such appropriations shall be repealed nor the General Taxes postponed or diminished (except as herein otherwise expressly provided) until the principal of and the interest on the Bonds have been wholly paid.

Section 36. **Defeasance.** When all Bond Requirements of any Bond have been duly paid, the pledge and lien and all obligations hereunder as to that Bond shall thereby be discharged and the Bond shall no longer be deemed to be outstanding within the meaning of this Resolution. There shall be deemed to be such due payment when the District has placed in escrow or in trust with a trust bank located within or without the State, an amount sufficient (including the known minimum yield available for such purpose from Federal Securities in which such amount wholly or in part may be initially invested) to meet all Bond Requirements of the Bond, as the same become due to the final maturity of the Bond or upon any redemption date as of which the District shall have exercised or shall have obligated itself to exercise its prior redemption option by a call of the Bond for payment. The Federal Securities shall become due before the respective times on which the proceeds thereof shall be needed, in accordance with a schedule established and agreed upon between the District and the Bank at the time of the creation of the escrow or trust, or the Federal Securities shall be subject to redemption at the option of the owners thereof to assure availability as so needed to meet the schedule. For the purpose of this Section, the term "Federal

Securities" shall be as defined in NRS 350.522 and shall include only Federal Securities which are not callable for redemption prior to their maturities except at the option of the holder thereof.

Section 37. **Replacement of Registrar or Paying Agent.** If the Registrar and Paying Agent hereunder shall resign, or if the Chief Financial Officer shall reasonably determine to replace said Registrar or Paying Agent or that it would be in the best interests of the District to appoint a new Registrar or Paying Agent hereunder, the Chief Financial Officer may, upon notice mailed to each registered owner of any Bond at his address last shown on the registration records, appoint a successor Registrar or Paying Agent, or both. No may take effect until a successor is appointed. Every such successor Registrar or Paying Agent shall be an officer or employee of the District or a commercial bank or trust company authorized to exercise trust powers. It shall not be required that the same person or institution serve as both a Registrar and Paying Agent hereunder, but the Board shall have the right to have the same institution serve as both Registrar and Paying Agent hereunder. Any corporation or association into which the Registrar or Paying Agent may be converted or merged, or with which they may be consolidated, or to which they may sell or transfer their corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer, to which they are a party, shall be and become the successor Registrar or Paying Agent under this Resolution, without the execution or filing of any instrument or any further act, deed, or conveyance on the part of any of the parties hereto, anything in this Resolution to the contrary notwithstanding.

Section 38. **Delegated Powers.** The officers of the District are authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution, including, without limitation:

- A. The printing of the Bond.
- B. The execution of such certificates as may be reasonably required by the Purchaser, relating, inter alia, to:
  - (1) The signing of the Bond,
  - (2) The tenure and identity of the officials of the Board and of the District,
  - (3) The assessed valuation of the taxable property in and the indebtedness of the District,

(4) The exemption of interest on the Bond from federal income taxation,

(5) The delivery of the Bond and the receipt of the purchase price,

(6) If it is in accordance with the fact, the absence of litigation, pending or threatened, affecting the validity of the Bond, and

(7) The assembly and dissemination of financial and other information concerning the District and the Bond.

C. The completion and execution of the Escrow Agreement and the Certificate of the Chief Financial Officer.

Section 39. **Parties Interested Herein.** Nothing in this Resolution expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the District and the registered owners of the Bonds, any right, remedy or claim under or by reason of this Resolution or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in the Resolution contained by and on behalf of the District shall be for the sole and exclusive benefit of the District and the registered owners of the Bonds.

Section 40. **Police Power.** Nothing in this Resolution prohibits or otherwise limits or inhibits the reasonable exercise in the future by the State and its governmental bodies of the police powers and powers of taxation inherent in the sovereignty of the State or the exercise by the United States of the powers delegated to it by the Federal Constitution. The District cannot contract away such powers nor limit or inhibit by contract the proper exercise thereof, and this Resolution does not purport to do so.

Section 41. **Amendments.** A. This Resolution may be amended by the Board:

(1) Without the consent of or notice to the holders of the Bonds for the purpose of curing any ambiguity or formal defect or omission herein; and

(2) With the consent of the holders of the Bonds in connection with any other amendment,

B. No such amendment, unless consented to by the Bondholders adversely affected thereby, shall permit:

(1) A change in the maturity or in the terms of redemption of the principal of any outstanding Bond or any installment of interest thereon;

(2) A reduction in the principal amount of any Bond, the rate of interest thereon, or any prior redemption premium payable in connection therewith; or

(3) The establishment of priorities as between Bonds issued and outstanding under the provisions of this Resolution.

Section 42. **Resolution Irrepealable.** After any of the Bonds are issued, this Resolution shall constitute an irrevocable contract between the District and the registered owner or owners of the Bonds; and this Resolution, if any Bonds are in fact issued, shall be and shall remain irrepealable until the Bonds, as to all Bond Requirements, shall be fully paid, canceled and discharged, as herein provided.

Section 43. **Repealer.** All other resolutions, bylaws, and orders, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. The 2006 Refunding Bond Resolution adopted by the Board on October 24, 2006 is repealed since the bonds authorized by that resolution were not issued. This repealer shall not be construed to revive any resolution, bylaw or order, or part thereof, heretofore repealed.

Section 44. **Severability.** If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 45. **Effective Date.** This Resolution shall be in effect from and after its adoption.

ADOPTED on this November 29, 2007.

(SEAL)

Attest:

---

President, Board of Trustees  
Nye County School District

Clerk, Board of Trustees  
Nye County School District

STATE OF NEVADA )  
 ) ss.  
NYE COUNTY )

I, the undersigned duly elected and acting Clerk of the Board of Trustees (the "Board") of the Nye County School District (the "District") in the County and County of Nye County, and State of Nevada, do hereby certify:

1. The foregoing pages are a full and correct copy of a resolution adopted by the Board of the District taken at a lawful meeting thereof held on November 29, 2007; and such copy of such resolution contained in such minutes is a true, correct, compared copy of the original adopted at such meeting.

2. The members of the Board were present at such meeting and voted on the passage of such resolution as follows:

Those Voting Aye:

Mike Floyd  
Edna Jean Forsgren  
Dennis Keating  
John (Doc) McNeely  
Kevin S. Pape  
Harold Tokerud  
Tracie Ward

Those Voting Nay:

\_\_\_\_\_

Those Absent:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. All members of the Board were given due and proper notice of such meeting, as prescribed by Nevada Revised Statutes ("NRS") 386.330 and all laws of the State supplemental thereto.

4. Pursuant to NRS 241.020, i.e., written notice of the meeting was given at least three working days before the meeting, including in the notice the time, place, location, and agenda of the meeting:

a. By delivering or by mailing of copy of the notice to each member of the Board,

b. By posting a copy of the notice at the principal office of the Board, or if there is no principal office, at the building in which the meeting is to be held, at the District's website, and at least three other separate, prominent places within the jurisdiction of the Board, to wit:

- (i) Nye County School District Office  
Tonopah, Nevada
- (ii) Nye County School District Office  
Pahrump, Nevada
- (iii) U.S. Post Office  
Tonopah, Nevada
- (iv) Office of The Central Nevada Newspaper  
Tonopah, Nevada
- (v) Nye County Courthouse  
Tonopah, Nevada

and

c. By mailing a copy of the notice to each person, if any, who has requested notice of the meetings of the Board in the same manner in which notice is required to be mailed to a member of the Board.

5. A copy of the notice so given of the meeting of the Board held on November 29, 2007, is attached to this certificate as Exhibit A.

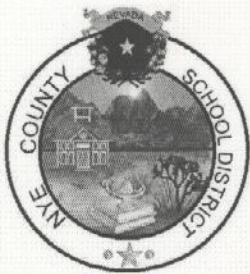
**IN WITNESS WHEREOF**, I have hereunto set my hand on behalf of the Nye County School District, on this November 29, 2007.

---

Clerk, Board of Trustees  
Nye County School District

EXHIBIT A

(Attach Copy of Notice of Meeting)



# Nye County School District

**BOARD OF TRUSTEES**  
Dennis Keating, President  
Harold Tokerud, Vice Pres.  
Tracie Ward, Clerk  
Mike Floyd  
Edna Jean Forsgren  
J. E. "Doc" McNeely  
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 Street  
Pahrump, Nevada 89048  
Phone 775-727-7743  
Fax 775-727-7768

**Dr. William E. "Rob" Roberts**  
Superintendent

**Raymond Ritchie**  
Chief Financial &  
Administrative Officer

---

Corr:122:07

November 16, 2007

TO: Board of Trustees  
FROM: Raymond Ritchie, Chief Financial & Administrative Officer  
RE: Health Insurance Committee Update

The Health Insurance Committee met on November 13, 2007. Among the items for discussion were:

- Wellness benefits
- Injectables
- Disease Management

Mr. Jim Kroft, Universal Health gave a presentation on Disease Management, I have attached several pages of his presentation. The main concern throughout the committee is cost containment for our members. Mr. Kroft explained how Disease Management will help to control costs for individuals by lowering the need for hospitalization, which in turn will lower our costs. There is no cost to the District for this service. A plan will be developed for disbursing the information District-wide.

The committee has also voted on increasing the wellness benefit from \$150.00 to \$300.00. We will ask the members to sign on with the Disease Management and if they do, they will fill out a survey, once the survey is complete the member will receive an additional \$100.00 towards their wellness benefit; this is a total wellness benefit of \$400.

The insurance premium will be increased by 10% as budgeted.

RR:ro

Cc: Dr. Roberts, Superintendent

# Introduction

## **Who we are**

- National firm, privately owned
- More than 13 years in the medical management business
- Multiple URAC accreditations: Utilization Management, Case Management, Disease Management, Health Website
- State licensure as required (27 states)
- More than 4 million lives serviced

## **Wellness**

- Provides wellness and prevention information to all members
- Wellness website for all members
- Care Line for all members
- Wellness-related mailing campaigns to all members
- Satisfaction surveys at 9 months and/or disenrollment



# Club Health

## Components: Care Line

- 24/7 telephonic access to RNs for members and their families
  - General health information
  - Triage for medical emergencies
  - Information on available treatments
- 24/7 telephonic access to Health Information Library with more than 1,100 topics
- Goal is to redirect members to the most appropriate level of care
  - Self care
  - Doctor's office
  - Urgent Care centers



## **Average Results After 1 Year in Club Health Programs**

- 83% of participants indicate improvement in their quality of life
- 74% reduction in hospital visits
- 68% reduction in ER visits
- 57% decrease in absenteeism
- Average ROI of \$2.50 for every \$1 spent
- Average per-member savings = \$2,546

**NYE COUNTY SCHOOL DISTRICT  
BOARD RESOLUTION NO. 07-08 - 1  
November 29, 2007**

**WHEREAS**, the Board of Trustees of the Nye County School District, at a regular meeting held on November 29, 2007 determine that the public interest requires the creation of the following funds:

RCMS Wind	Nevada Pre-K Ed Program
SB 404 Beatty Elementary	SB 404 Beatty High
PVHS Construction Trades	Empowerment School Planning
Laura Bush THS Library	Grant a Wish – PVHS
IDEA Competitive Grant	School Building Bond
Enhancing Education Competitive	

and the following findings of fact determine this:

- A. The source of funds is from a federal, state or local agency grant, or sale of bonds.
- B. The primary purpose of the funds is specified within the individual grant documents, and funds may only be used for the purpose authorized by the issuing agency.
- C. The short and long-term plans for expenditures within each fund are the accomplishment of the stated goals and objectives of the specific grants.
- D. It is not anticipated that there will be any reserves in these funds. However, should there be a balance at the end of a fiscal year, then disposition will be determined by the appropriate funding agency.
- E. It is not anticipated that there will be any deficiency in these funds. However, should there be a deficiency, it will be covered by the general fund.
- F. Should a balance or reserve occur in these funds, its reasonableness or necessity will be determined by the appropriate funding agency.

**WHEREAS**, proper notice was given of the intention to act upon the Resolution Authorizing the Creation of a Fund,

**NOW, THEREFORE, IT IS HEREBY RESOLVED** that the Board of Trustees of the Nye County School District hereby approves the creation of the above funds for the purposes stated above.

**IT IS FURTHER RESOLVED** that the clerk forward the necessary documents to the Executive Director, Department of Taxation, 1550 E. College Parkway, Suite 115, Carson City, Nevada 89706.

**PASSED AND ADOPTED** this twenty-ninth day of November, 2007 by the Governing Body consisting of seven members.

Ayes: \_\_\_\_\_  
Nays: \_\_\_\_\_  
Absent: \_\_\_\_\_

---

President, Board of Trustees  
Nye County School District

ATTEST:

---

Clerk, Board of Trustees

RCMS Wind Project	A wind turbine was erected in conjunction with Valley Electric and the Nevada State Office of Energy at RCMS providing students the opportunity to work with a curriculum that supports clean and efficient energy production.
SB404 - Beatty Elementary	Purchase of 25 new computers to replace Tangent computers and enable teachers to run current software.
PVHS Construction Trades	A grant from the Nevada Commission on Construction Education to start a construction trades class at PVHS. The class is a two period class that lasts one hour after school and students are taken to a construction site approximately 2/3 of their class time.
Laura Bush - THS Library	Librarian was awarded funding to purchase books for Tonopah High School library.
IDEA Competitive Grant	Funding to support differentiated instruction in the district. At this time, the grant has not been approved by the state.
Enhancing Education Competitive Grant	Funding will purchase 28 Elmo's, 28 projectors, & 28 replacement bulbs along with professional development for teachers on the use of technology to enhance student achievement in the classroom.
Nevada Pre-K Program	Funding provides for two pre-kindergarten classes through the Even Start program.
SB404 - Beatty High School	Purchase of 25 new computers to replace Tangent computers and enable teachers to run current software.
Empowerment School Planning	Funding is provided for a planning year for one empowerment school in the district.
Grant A Wish - PVHS	PVHS math teacher was awarded a grant to purchase two student response systems for her department.
School Building Bond	Bond for 2007



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Tim Wissenback <tjwaia@gmail.com>

---

## Request for Contract Forms for Trans Bldg Project

1 message

---

Tim Wissenback <tjwaia@gmail.com>  
To: Cameron McRae <cmcrae@nye.k12.nv.us>

Fri, Nov 9, 2007 at 2:15 PM

Hi Cameron, In response to Ray Richie's request for contract forms we intend to use on the project, I will fax these out to you as follows:

Owner-Contractor Agreement

Bid Bond

Payment Bond

Performance Bond

List of Bidders (This is in addition to the 5% list)

General Conditions (Just the cover page and table of contents because it is 40 pages long)

(This also includes our Supplementary Conditions which were included in the specifications I sent out to you. These are modifications I have made to the General Conditions to fit the project and the State of Nevada.)

Best regards, Tim

---

*FAX TO Cameron McRae 775 727 2445  
(15) PAGES INCLUDING COVER*

*Tim*

# Standard Form of Agreement Between Owner and Contractor where the basis of payment is a STIPULATED SUM

## AIA Document A101-1997 1997 Edition -Electronic Format

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401

AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.

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**AGREEMENT** made as of the day of in the year of

*(In words, indicate day, month and year)*

**BETWEEN** the Owner:

*(Name, address and other information)*

and the Contractor

*(Name, address and other information)*

The Project is:

*(Name and location)*

The Architect is:

*(Name, address and other information)*

The Owner and Contractor agree as follows.

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

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**5.1.5** Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**5.1.6** Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of percent ( %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Subparagraph 7.3.8 of AIA Document A201-1997;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent ( %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of AIA Document A201-1997.

**5.1.7** The progress payment amount determined in accordance with Subparagraph 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
*(Subparagraph 9.8.5 of AIA Document A201-1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)*
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of AIA Document A201-1997.

**5.1.8** Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Classes 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

**5.1.9** Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## **5.2 FINAL PAYMENT**

**5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Subparagraph 12.2.2 of AIA Document A201-1997, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

**5.2.2** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

## **ARTICLE 6 TERMINATION OR SUSPENSION**

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Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

**8.1.7** Other documents, if any, forming part of the Contract Documents are as follows:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
**CONTRACTOR** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Printed name and title)*

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# Bid Bond

## AIA Document A310 - Electronic Format

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KNOW ALL MEN BY THESE PRESENTS, that we

*(Here insert full name and address or legal title of Contractor)*

as Principal, hereinafter called the Principal, and

*(Here insert full name and address or legal title of Surety)*

a corporation duly organized under the laws of the State of as Surety, hereinafter called the Surety, are held and firmly bound unto

*(Here insert full name and address or legal title of Owner)*

as Obligee, hereinafter called the Obligee, in the sum of Dollars (\$ ), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

*(Here insert full name, address and description of project)*

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents, with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this day of 19

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Witness)

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# Performance Bond

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Any singular reference to Contract, Surety, Owner or Other Party Shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business)

OWNER (Name and Address):

### CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

### BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond:

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

None

See Page

SURETY

Company:

(Corporate Seal)

Signature: \_\_\_\_\_

Name and Title:

Signature: \_\_\_\_\_

Name and Title:

(Any additional signatures appear on the last page)

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other)

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Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature

**MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:**

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL  
Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_

SURETY

page.

11 When this Bond has been furnished to comply with statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**12 DEFINITIONS**

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.



# Payment Bond

## AIA Document A312 - Electronic Format

CONTRACTOR *(Name and Address):*

SURETY *(Name and Principal Place of Business):*

OWNER *(Name and Address):*

### CONSTRUCTION CONTRACT

Date:

Amount:

Description *(Name and Location):*

### BOND

Date *(Not earlier than Construction Contract Date):*

Amount:

Modifications to this Bond:

None

See Page

CONTRACTOR AS PRINCIPAL

Company:

*(Corporate Seal)*

SURETY

Company:

*(Corporate Seal)*

Signature: \_\_\_\_\_

Name and Title:

Signature: \_\_\_\_\_

Name and Title:

*(Any additional signatures appear on the last page)*

*(FOR INFORMATION ONLY - Name, Address and Telephone)*

AGENT or BROKER:

OWNER'S REPRESENTATIVE *(Architect, Engineer or other party):*

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Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:**

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL  
Company: \_\_\_\_\_ (Corporate Seal)

SURETY  
Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title:

Signature: \_\_\_\_\_  
Name and Title:

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# General Conditions of the Contract for Construction

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1997 Edition - Electronic Format

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# Nye County School District

## Distance Education Program Renewal Application

2007-2010

Distance Education Program Renewal  
Nye County School District  
484 S. West Street  
Pahrump, Nevada. 89048  
775-727-7743

**Section 1: Identify all distance education courses that will be offered as part of the distance education program.**

The Nye County School District's (NCSD) Distance Education Program will use a variety of programs and electronic means to provide education courses which meet state standards for the students served by the program.

Courses will be offered using internet based programs, client server hosted programs, and video conference media.

NCSD may deliver video conference courses via video conferencing. This allows students in the rural sections of the county to enjoy taking classes. They will meet at the local school site and take part in a course taught in a different location which will be video streamed to their site. This will allow students to be instructed in person, and also the ability to have instantaneous dialog and feedback between students and the instructor. Courses which may utilize this method of instruction include foreign language, chemistry, physics, algebra II, pre-Calculus, and others as the need is known.

The NCSD may also offer courses using the Plato software program. This program is client server hosted and available to students on a 24 hour basis. This allows students the ability to access their course of study while at school or at home. This course ware is currently going through the Nevada Department of Education's approval process.

The NCSD may use Odyssey Ware as a provider of courses for our students. This program is web-based and allows students the ability to connect and complete course work from school, home, or various locations as needed. This course is currently being reviewed by the Nevada Department of Education for approval.

NCSD may also use Class.com to provide courses to our students. This is a web based program which allows students access from different locales. This course ware has received approval from the Nevada Department of Education.

**Section 2: Describe the process that will be used to enroll students in the distance education program.**

Students in the Nye County School District will be allowed to use distance education courses for a variety of purposes as allowed by The Nevada Administrative Code, and Nevada Revised Statutes. Distance education courses will also be used to meet the needs of students in the following areas: credit recovery, remediation, test preparation, and to earn credit for required courses and electives as needed to meet graduation requirements in the state of Nevada. Students may be enrolled full-time or part-time as determined by individual circumstances or as determined by the school district or school.

Students who are enrolled in a traditional school setting will be required to have a school counselor's permission to enroll in a course of distance education. All students will receive a distance education sheet explaining how much time the student has to complete the course, the time the course is offered if pertinent, how to access the course, the need to contact the teacher of record on a weekly basis, and how to contact each teacher if applicable to the course.

Students enrolled in the Nye County School District will be enrolled in Distance Education/ Independent Study as needed according to the Counselor and Principal of the school. Students enrolled in distance education will meet all requirements of the State of Nevada as written in the Nevada Administrative Code and the Nevada Revised Statutes. All students who enroll will be crosschecked with the district's home school data base to ensure that they are not home schooled students. If home school students wish to enroll, they will be required to fill out withdrawal from home school forms. All students will be required to have initial interviews with the Administration of the Program or counselors in the District before being enrolled.

At this time there are no plans to enroll students from other states or counties in Nevada. If this changes, the Nye County School District will file an addendum to this plan with the State Department of Education.

Students will be selected to partake of the Distance Education Program (or courses) based on: individual circumstances, medical reasons, suspensions from school, discipline, or attendance violations. Criteria for acceptance will be based on the student's academic standing in their current school, and their needs for

credit recovery or remediation. Distance Education will also be used for students who have been suspended from school for a 90 or 180 day suspension. These students will be students who have been assigned to distance education by the NCS D Discipline Panel. These students have been declared Habitual Discipline Problems by the local high school or middle school; meaning they have met the conditions as set forth in NRS 392.4655, or have met criteria established for placement in the Middle School Disruptive Student Program. This latter program's criterion is students who have received four, 3 day to 10 day suspensions from the school.

Students will be placed in the Middle School Disruptive Student Program for the remainder of the semester or the year as determined by the administration of the local middle school. This program is based on a competitive grant funded by the state to provide an option for middle school students in an environment away from the main body of students.

The process to be used once students are placed in the NCS D Distance Education Program will be

- A signed written distance education agreement between student and parent and the program administration
- Students will be enrolled in 6 classes, possibly 4 if a senior
- Students will keep a study log tracking hours spent working on each course of enrollment
- Students will agree to contact the teacher of record for each course on a weekly basis, which will be documented in a student log by teacher

Students who enter the NCS D Distance Education Program will meet with the counselor of the program to establish semester and yearly goals. Included in these goals will be a time frame to finish course work. The ultimate goal for each student will be to continue the pursuit of a High School diploma and to stay on track. If they return to the traditional school setting, they will be able to graduate on time.

Students will be enrolled in their courses on a concurrent basis. We will encourage all students to keep all course work done evenly so they finish close to the same time in each course. All courses assigned will be equal to one semester. If students choose to work on courses sequentially, the expectation will be that they will finish it sooner than in an 18 week, or traditional semester length. If students choose to do classes sequentially, then they will be expected to finish 6 courses per

semester. Courses are designed to meet Carnegie Credit requirements of 60 hours of study and work time per course.

All students enrolled in Distance education will meet the educational guidelines as provided for in District Policy, and by state law.

**Section 3: Provide an explanation of how the school district or charter school will document each pupil's attendance and participation in courses offered through the distance education program.**

The Nye County School District will be offering several different programs using distance education. Pathways High School and Middle School will use distance education courses in conjunction with book curriculums developed by staff to meet state standards. Pathways students are required to attend the physical site of Pathways for 6 hours each week. Attendance is kept using a digital fingerprint program and attendance records are printed each week. Each week attendance is recorded in the Powerschool program used by the district.

The Middle School Disruptive Student Program will require attendance of 4 hours a night, 4 nights a week. Attendance will be kept by each teacher using a paper attendance sheet and will be turned into the office for data entry into the Powerschool program used by the district. Students in this program may use a combination of computerized courses and book courses. Students will maintain a study log for each course, to be turned in to instructors at the end of the semester.

Students enrolled in the NCSD Distance Education Program will be required to contact instructors on a weekly basis, and contact will be documented. Attendance will be based on weekly contact with teachers and recorded each week in Powerschool. Students not making contact weekly will be contacted by each teacher if possible. Effort will be made to meet the conditions and the spirit of the State Law.

Students will also be required to maintain a study log to track time spent on each course. These will be turned in when the student finishes the course. If course ware has time tracking built in, teachers will maintain a log or a printed report showing student's time.

Teachers of record will take attendance for each course they are responsible for on a daily or weekly basis. They will mark attendance in a class record book or program, and document contact of students in the NCS Distance Education program with a student log. A student may make contact by person, phone, email, or other acceptable means. Students will be required to contact each instructor by phone, e-mail, program message system, or in person. Each contact will be documented in a student folder. If contact is not made teachers will attempt to make contact with the student by one of the above means.

In addition to the above contact, students will be required to maintain a study log consisting of date, time started, time ended, and a total of each sessions study time. Parents whose students are enrolled in distance education will be required to sign each study log session, for study time at home, this provides a means for parents to account and check for their student's time.

Some of the computerized courseware offers the means for the NCS Distance Education Program and staff to print a weekly log of students time spent on the courseware. This will be utilized as another means to check for participation of students. Students will be monitored on a weekly basis, if students are not completing work or if it is deemed by staff they are not making adequate academic progress (keeping pace with course completion goals), contact will be made with the student's parents. This may lead to a possible parent/teacher/administrator or designee meeting to discuss progress and possible other educational placement. All meetings and contact will be documented in the student's folder.

#### **Section 4: Describe the plan that will be followed for assessing the achievement of students enrolled in the distance education program.**

Assessment of students in the distance education programs will be determined by course work, tests, quizzes, and assignments. Projects or portfolios may be used as an assessment of students work and completion of courses. Students must complete 90% of required course work in order to receive a grade. An accumulated achievement of 60% on all work will be considered passing. Grades will be based on the following scale:

- 90-100 = A
- 80-89 = B
- 70-79 = C
- 60-69 = D

All students who participate in a plan of distance education will be required to attend mandatory testing as determined by the NCSD. Students will be contacted by counselors at the school ahead of testing and given ample time to arrange transportation to the designated testing site.

**Section 5: Describe how the school district or charter school will document successful course completion and the awarding of course credit to students.**

Students enrolled in distance education courses will be given a pacing guide, or course syllabus that shows work required, the time frame the course will run, and when the course will end. This will allow students ample time to complete course work. Students will also be notified of the amount of work needed to complete each course depending on which program of study is used. Completion of each course, to earn credit or a grade for that course will be based on 90% completion of required course work with a passing grade based of the following scale:

- 90-100 = A
- 80-89 = B
- 70-79 = C
- 60-69 = D

Coursework grades for assignments will be kept using a paper grade book, computer spreadsheet, or in Power grade. All grades earned in courses will be recorded using the Powerschool program and credits will be recorded on student's transcripts.

**Section 6: Describe how the school district or charter school will monitor the progress of students enrolled in the program.**

Progress of each course will be documented from data gathered as students finish individual assignments in each course. Progress for computerized courses will be kept by the program, or marked in a student completion log. This log will allow the teacher of record to keep track of each lesson, or unit of study completed and when completion of lesson or unit was attained.

Students will be monitored using the student completion log, in conjunction with the pacing guide or course syllabus to identify students who are falling behind, or

needing help in completion of work. Students and parents will be contacted, and a meeting will be held notifying parents and students that they are not making adequate academic progress. Through discussions during contact with parent(s), teacher(s), staff, counselors, and administrators will determine if distance education is meeting academic goals of students, and if not, what action will be taken. These actions may consist of assigning volunteer tutors to meet with the student in a supervised location, enrollment in traditional school, or other programs to help student academically. All contact or meeting with parents will be documented in the student's folders.

# Distance Education Course Application

<b>Section 1 – Certification</b>
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<b>I HEREBY CERTIFY</b> , to the best of my knowledge, that the information contained in this Distance Education Course Application is correct.	
1.1 Date of approval by board of directors or governing body, if applicable.	
1.2 Regional or national accreditation status, if applicable.	
<b>1.3 Name and Signature of the designee given permission to file this application.</b> The signature of the following designee represents an agreement that the entity will comply with the regulations for distance education courses in Nevada.	
Jerry Hill Assistant Superintendent Student Achievement	
<b>1.3.1 Name and Title</b>	<b>1.3.2 Signature</b>

<b>1.4 Applicant (Legal Name of Entity)</b>  <b>Nye County School District</b>	<b>1.5 Mailing Address</b> <b>484 S. West Street</b> <b>Pahrump, Nevada 89048</b>
<b>1.6 Name and title of authorized contact</b> <b>Jerry Hill</b> <b>Assistant Superintendent</b> <b>Student Achievement</b>	<b>1.7 Contact Information</b>  1.7.1 Phone: <b>775-727-7743</b>  1.7.2 Fax: <b>775-727-7900</b>  1.7.3 Email: <b>Jhill@nye.k12.nv.us</b>

<b>Date Received by Department of Education</b>	
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## DAILY SCHEDULE OF PAHRUMP SCHOOLS

	<b><u>First Bell</u></b>	<b><u>Last Bell</u></b>
Manse Elementary	8:20 a.m.	3:00 p.m.
J.G. Johnson Elementary	8:25 a.m.	3:00 p.m.
Mt. Charleston Elementary	8:25 a.m.	3:00 p.m.
Hafen Elementary	8:25 a.m.	3:00 p.m.
Rosemary Clarke Middle School	7:10 a.m.	2:00 p.m.
Pahrump Valley High School	7:20 a.m.	2:09 p.m.