



NYE COUNTY SCHOOL DISTRICT
Board of Trustees
Regular Agenda

A Regular of the Board of Trustees of Nye County School District will be held on Thursday, October 2, 2008, beginning at 5:30 PM at the Southern District Office Boardroom, 484 S West Street, Pahrump, NV 89048.

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

1. CALL TO ORDER
 - A. PLEDGE OF ALLEGIANCE
 - B. ROLL CALL
2. ADOPTION OF AGENDA, ACTION ITEM
3. CONSENT CALENDAR, ACTION ITEM
 - A. APPROVAL OF SEPTEMBER 11, 2008 REGULAR MEETING MINUTES
 - B. APPROVAL OF SEPTEMBER 11, 2008 EXECUTIVE SESSION MINUTES
 - C. APPROVAL OF REQUESTS FOR IMMUNIZATION EXEMPTION
 - D. APPROVAL OF REQUESTS TO TAKE THE GED AT AGE 16
 - E. ACCEPTANCE OF HOME SCHOOL APPLICATIONS
 - F. APPROVAL OF AMARGOSA LIBRARY CONTRACT
 - G. APPROVAL OF GABBS LIBRARY CONTRACT
 - H. APPROVAL OF SMOKY VALLEY LIBRARY CONTRACT
 - I. APPROVAL OF 2008-09 TUITION AGREEMENT BETWEEN NCSD AND MONO COUNTY, CALIFORNIA
 - J. APPROVAL OF 2008-09 TUITION AGREEMENT BETWEEN NCSD & ESERALDA COUNTY SCHOOL DISTRICT
4. APPROVAL OF WARRANTS, ACTION ITEM
5. REPORTS, INFORMATIONAL ITEM
 - A. SUPERINTENDENT'S REPORT
 - B. ADMINISTRATOR REPORTS

C. BOARD REPORTS/BOARD COMMITTEE REPORTS

6. PUBLIC INPUT, INFORMATIONAL ITEM
7. BOARD APPOINTMENTS, ACTION ITEM
8. CHANGE OF DATE/LOCATION OF FUTURE BOARD MEETINGS, ACTION ITEM
9. DECISION REGARDING SUBDIVISION MAPS, ACTION ITEM
10. APPROVAL OF GRANTS, ACTION ITEM
11. RECOGNITIONS, INFORMATIONAL ITEM
12. PRESENTATION REGARDING FFA, INFORMATIONAL ITEM
13. APPROVAL OF LOCAL SCHOOL DISTRICT REPORT OF PLAN TO COMPLY WITH REDUCTION OF PUPIL-TEACHER RATIO IN CERTAIN CLASSES, PART A, ACTION ITEM
14. DISCUSSION/DECISION REGARDING REQUEST TO CHANGE THIRD PARTY ADMINISTRATOR FOR EMPLOYEE HEALTH INSURANCE, ACTION ITEM
15. DISCUSSION/POSSIBLE DECISION REGARDING 4.48 ACRE PARCEL LOCATED AT NE CORNER OF BARADONNA ROAD & FLAMINGO ROAD IN PAHRUMP, ACTION ITEM
16. DECISION REGARDING NEW ALLOCATIONS, ACTION ITEM
17. EXECUTIVE (CLOSED) SESSION
 - A. DISCUSSION REGARDING POSSIBLE STUDENT RIGHTS VIOLATIONS IN REGARDS TO RESTRAINTS
 - B. DISCUSSION REGARDING LEGAL ITEMS
 - C. DISCUSSION REGARDING PERSONNEL ITEMS
18. DECISION REGARDING POSSIBLE STUDENT RIGHTS VIOLATIONS, ACTION ITEM
19. APPROVAL OF FUTURE AGENDA ITEMS, ACTION ITEM
20. ADJOURNMENT, ACTION ITEM

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

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

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

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

The NCSD BOT Goals are as follows:

Culture

Improve and sustain a culture of learning for all through:

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

Academic

Elevate achievement and support lifelong learning for all through:

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

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

NYE COUNTY SCHOOL DISTRICT NOTICE OF NONDISCRIMINATION

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

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

**NYE COUNTY SCHOOL DISTRICT
-M-I-N-U-T-E-S-
September 11, 2008**

Present: Dennis Keating, President; J.E. "Doc" McNeely, Vice-President; Tracie Ward, Clerk; Mike Floyd, Edna Forsgren, Kevin Pape and Harold Tokerud, Members; Dr. William Roberts, Superintendent; Jerry Hill, Assistant Superintendent; Ray Ritchie, Chief Financial and Administrative Officer; Sam Simatos, Special Education Director; Joseph Gent, Special Education Coordinator; and Kerry Paniagua, Executive Secretary.

Absent: None.

Guests: Lyn Huston, Randi Bradshaw and Carole Hanks, Duckwater School; Lina Sharp, Anthony Nestell, Devona Whitebrook, Lorin Watson, Matilda Thompson, Corrinne Nestell, Breanna Rogne, Angie Reynolds and Paul Reynolds, Duckwater; and Jerry Millett, Duckwater Shoshone Tribe.

CALL TO ORDER

The meeting was called to order at 5:32 p.m. at the Duckwater School. Board members, administrators and guests recited the Pledge of Allegiance. Roll was called; all members were present.

ADOPTION OF AGENDA

Mrs. Ward moved adoption of the agenda with one correction--making item 16 an action item. Mrs. Forsgren seconded, and a unanimous vote was recorded.

CONSENT CALENDAR

Mrs. Ward made the motion to approve the consent calendar, consisting of the August 21 minutes, seven immunization exemption requests and approval for board members to attend the NSBA conference in San Diego. Mr. McNeely seconded the motion, and a unanimous vote was cast.

APPROVAL OF WARRANTS

Mrs. Ward made the motion to approve the warrants, and Mrs. Forsgren seconded. Those voting aye: Mrs. Forsgren, Mr. Keating, Mr. McNeely, Mr. Pape, Mrs. Ward and Mr. Tokerud. Those voting nay: none. Mr. Floyd abstained because he is part owner of a business listed as a vendor on the check register. The motion carried with a majority vote.

REPORTS

Dr. Roberts reported that the Tax Commission gave its approval for continuation of the residential tax in a vote of 8-0. The County becomes ineligible for the tax once the population reaches 50,000. County Commissioners approved \$50,000 towards Dollars For Scholars. He announced that Jeff Hammar will be

interim principal of Rosemary Clarke Middle School. The student count is 6299 at present. Official Count Day will be September 19.

There were no administrator reports. Mrs. Forsgren visited all the Tonopah schools and met the new principal. She also visited Duckwater School and the Shoshone school. She was impressed with how the two schools work together. Mrs. Ward participated in a Debt Management Commission meeting and attended Johnson Elementary open house. Mr. Tokerud attended games at Pahrump High and visited Floyd Elementary. He participated in an NASB Board of Directors meeting by phone and said NASB is putting together a business plan. There was a discussion on why the conference hasn't been held in other counties in the past few years. Mr. Tokerud said plans are to hold the conference in Ely next year. Mr. McNeely met with constituents. Mr. Pape commented favorably on maintenance projects in Beatty and Tonopah and commended Mr. Whippey. Mr. Floyd visited Manse and Clarke schools. Mr. Keating mentioned the United Way Oktoberfest and the Fall Festival in Pahrump.

PUBLIC INPUT

Jerry Millett thanked the board for visiting and for allowing tribal children to attend the Duckwater School.

BOARD APPOINTMENTS

CHANGE OF DATE/LOCATION OF FUTURE BOARD MEETINGS

Items withdrawn.

DECISION REGARDING SUBDIVISION MAPS

Dr. Roberts said he had received a subdivision map from Front Site. The developer doesn't feel the residential tax applies to time shares and doesn't want to set aside land for a school site.

APPROVAL OF GRANTS

Item withdrawn.

RECOGNITIONS

Mrs. Forsgren and Mrs. Huston presented a plaque to Carole Hanks in recognition of more than 40 years of service to the school as a music teacher, having contributed several years of service gratis.

DISCUSSION/DECISION REGARDING REQUEST FOR NYE COUNTY STUDENT TO ATTEND SCHOOL IN CLARK COUNTY

Dr. Roberts said the student had been attending school in Las Vegas under an order of guardianship which had expired. Mrs. Ward made the motion to grant the variance on condition that the parent pays any tuition required and be responsible for transportation as well as any additional expenses. Mrs. Forsgren seconded. The vote to approve was unanimous.

DISCUSSION/DECISION REGARDING REQUEST TO TRANSPORT STUDENTS WITH ZONE VARIANCE FROM AMARGOSA TO BEATTY

Mrs. Ward made the motion to approve the request for transportation, and Mr. McNeely seconded. Mrs. Ward asked if it would result in additional bus routes. Dr. Roberts said not at this time. Mr. Tokerud expressed the concern this would open the door for other requests. Dr. Roberts said Amargosa Elementary is a needs improvement school, and the District has to offer a choice. With the choice comes the obligation to provide transportation. The middle school is on the watch list, and there are three middle school students who ride the bus to Beatty. It could lead to parents in other communities wanting to do the same thing. Mr. McNeely said the precedent had already been set in Duckwater. He asked that the Policy Committee review the policy so that it might be allowed in rural communities where there might not

be an impact on bus routes. Dr. Roberts said currently there are 148 variances in Pahrump, and parents are held to providing their own transportation. The percentage of children whose parents are District employees is 31%. The vote was unanimous in favor of the motion.

NOMINATION OF UP TO TWO MEMBERS FOR NYE COUNTY CAPITAL IMPROVEMENTS ADVISORY COMMITTEE

Dr. Roberts said when he served on the committee, zoning was becoming an active issue. His previous involvement was being asked how decisions would impact schools. Mrs. Ward made the motion to appoint Kevin Pape and Dennis Keating. Mr. Floyd seconded, and a unanimous vote was cast.

APPROVAL OF LETTER REPORTING ON SOUTHERN NEVADA REGIONAL PROFESSIONAL DEVELOPMENT CENTER

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

AWARD OF BID: BREAD

Holsum Bakery/Aunt Hattie's was the low responsive bidder for the Pahrump area; and Valley Beverages was the low bidder for Tonopah, Gabbs and Round Mountain. Mrs. Ward made the motion to award the bid as recommended. Mr. McNeely seconded, and a unanimous vote was recorded. Mr. Ritchie said that U.S. Food Service, which supplies all other food service supplies and food, will provide bread products to Beatty and Amargosa.

DISCUSSION/POSSIBLE SECOND READING, POLICY 7116 – HOMELESS STUDENTS

Mrs. Ward moved approval of the second reading. Mrs. Forsgren seconded, and a unanimous vote was registered.

DISCUSSION/POSSIBLE SECOND READING, POLICY 8482 – USE OF PRIVATE VEHICLES ON SCHOOL DISTRICT BUSINESS

Mrs. Ward made the motion to approve the second reading. Mrs. Forsgren seconded, and there was a unanimous vote in favor.

DISCUSSION/POSSIBLE SECOND READING, POLICY 8483 – MOTOR VEHICLE RECORDS CHECK

Mrs. Ward made the motion to approve the second reading, and Mr. Pape seconded. Dr. Roberts brought to the board's attention that NCCTA has expressed concern regarding violation of privacy if employees are required to report citations that occur on their own time. He felt that any citation an employee receives makes the District liable if the employee is required to drive District vehicles. Mr. Pape said it falls in the public domain. Mr. Ritchie felt the only time the policy might be contested is if an employee loses his job because of his driving record. The vote to approve was unanimous.

APPROVAL TO DELETE POLICY 0951 – OPERATION OF MOTOR VEHICLES FOR DISTRICT PURPOSES BY BOARD MEMBERS

Mrs. Ward made the motion to approve deletion of the policy. Mr. Floyd seconded, and a unanimous vote was registered.

DISCUSSION REGARDING POSSIBLE STUDENT RIGHTS VIOLATIONS IN REGARDS TO RESTRAINTS

DISCUSSION REGARDING LEGAL ITEMS

DISCUSSION REGARDING PERSONNEL ITEMS

Discussion is reflected in Executive Session minutes.

DECISION REGARDING POSSIBLE STUDENT RIGHTS VIOLATIONS

Mrs. Ward made the motion that no violation was found. Mr. Pape seconded, and a unanimous vote was recorded.

APPROVAL OF FUTURE AGENDA ITEMS

No items were added to the next board meeting agenda.

ADJOURNMENT

Mr. Floyd moved to adjourn at 6:39 p.m. Mr. Pape seconded, and a unanimous vote was cast.

SCHEDULE OF MEETING

A student musical program and dinner were provided prior to the meeting. The meeting was called to order at 5:32 p.m. Mrs. Ward made the motion to go into Executive Session at 6:20 p.m. to discuss items 21 a through c. Mr. Pape seconded, and a unanimous vote was recorded. The regular session resumed at 6:35 p.m. The meeting adjourned at 6:39 p.m.

By _____
Clerk

Prepared by Kerry Paniagua

**AMARGOSA LIBRARY SERVICES CONTRACT
2008-2009**

This agreement is made by and between the Nye County School District (hereinafter "District") and the Amargosa Community Library Board (hereinafter "Board").

WHEREAS, the parties to this contract have determined that public library service is in the public interest and have found that the service can be provided most economically and effectively through contract with an established library facility, and by cooperative action under the contract by local educational and governmental entities,

WHEREAS, the Amargosa Community Library recognizes that public library service to the total community includes library service to school age children,

WHEREAS, the Nye County School District recognizes that a public library can under contract provide library services to the school, to the extent of the contract, to meet the curricular objectives of the school board,

NOW, THEREFORE, it is mutually agreed as follows:

1. This contract shall commence on July 1, 2008, and shall terminate on June 30, 2009. This contract may be amended at any time by written agreement of the parties.
2. It is agreed that the Nye County School District may recommend the appointment of one person to the library board.
3. The Amargosa Community Library agrees to assume the costs and responsibility for all insurance on the facility and its contents and further shall maintain in force personal liability insurance for the library facility.
4. It is expressly agreed by the parties of this contract that under the principles of equal access the students of the Amargosa School will have access to the materials housed in the Amargosa Library, regardless of the source of the funds used to purchase such materials.
5. The Amargosa Community Library agrees that any portion of funds used solely for the purchase of curriculum support materials or any curriculum materials supplied directly by the School District shall become, remain, and be marked "Property of the Nye County School District." Upon termination of this agreement, this property shall be allocated to the parties in proportion to their expenditures which result in the acquisition of such property.
6. The Nye County School District herewith agrees to pay the Amargosa Community Library Board a mutually agreed sum of \$67 per student based on the last day of the first school month enrollment of this school year, to be used by the Amargosa Community Library in defraying the costs of materials, personnel, and services hereinafter described to be rendered to the students of the Amargosa School.

Should any party hereto breach the terms of the agreement, the exclusive right of the other party shall be the right of cancellation of this contract, effective six months after written notice to the other party, with payment of funds to be made pro rata to termination date.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands.

AMARGOSA COMMUNITY
LIBRARY TRUSTEES

BOARD OF TRUSTEES
NYE COUNTY SCHOOL DISTRICT

by _____
Librarian/Trustee

President

Dated _____

Dated _____

First Month Enrollment: $194 \times \$67 = \$12,998.00$.

GABBS LIBRARY SERVICES CONTRACT
2008-09

This agreement is made and entered into effective this second day of October, 2008, by and between the Nye County School District and the Gabbs Community Library Board.

WHEREAS, the parties to this contract have determined that public library service is in the public interest and have found that this service can be provided most economically and effectively through contract with an established library facility, and by cooperative action under the contract by local educational and governmental entities,

WHEREAS, the Gabbs Community Library recognizes that public library service to the total community includes library service to school age children,

WHEREAS, the Nye County School District recognizes that a public library can under contract provide library services to the school, to the extent of the contract, to meet the curricular objectives of the school board,

NOW, THEREFORE, it is mutually agreed as follows:

1. This contract shall commence on July 1, 2008, and shall terminate on June 30, 2009. This contract may be amended at any time by written agreement of the parties.
2. It is agreed that the Nye County School District may recommend the appointment of one person to the library board.
3. The Gabbs Community Library agrees to assume the costs and responsibility for all insurance on the facility and its contents and further shall maintain in force personal liability insurance for the library facility.
4. It is expressly agreed by the parties of this contract that under the principles of equal access, all library patrons shall have equal access to the materials housed in the Gabbs Library, regardless of the source of the funds used to purchase such materials.
5. The Gabbs Community Library agrees that any portion of funds used solely for the purchase of curriculum support materials or any curriculum materials supplied directly by the School District shall become, remain, and be marked "Property of the Nye County School District." Upon termination of this agreement, all property acquired during the term of this agreement shall be allocated to the parties in proportion to their expenditures which result in the acquisition of such property.
6. The Nye County School District herewith agrees to pay the Gabbs Community Library Board a mutually agreed sum of \$67 per student based on the last day of the first month enrollment for the FY 08/09 school year, to be used by the Gabbs Community Library in defraying the costs of materials, personnel, and services herein described to be rendered to the students of the Gabbs School. Nevertheless, Nye County School District agrees to pay for not less than 100 students.

Should any party hereto breach the terms of this agreement, the exclusive right of the other party shall be the right of cancellation of this contract, effective six months after written notice to the other party, with payment of funds to be made prorata to termination date.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands and seals the day and year first written above.

GABBS COMMUNITY LIBRARY
TRUSTEES

BOARD OF TRUSTEES
NYE COUNTY SCHOOL DISTRICT

by _____

First Month Enrollment: $100 \times \$67 = \$6,700.00$.
(Actual Enrollment as of 9/19/08 = 60)

SMOKY VALLEY LIBRARY SERVICES CONTRACT
2008-09

This agreement is made and entered into effective this second day of October, 2008, by and between the Nye County School District and the Smoky Valley Library District.

WHEREAS, the parties to this contract have determined that public library service is in the public interest and have found that this service can be provided most economically and effectively through contract with an established library facility, and by cooperative action under the contract by local educational and governmental entities,

WHEREAS, the Smoky Valley Library District recognizes that a public library can under contract provide library services to the schools, to the extent of the contract, to meet the curricular objectives of the school board,

NOW, THEREFORE, it is mutually agreed as follows:

1. This contract shall commence on July 1, 2008, and shall terminate on June 30, 2009. This contract may be amended at any time by written consent of the parties.
2. It is agreed that the Nye County School District may recommend the appointment of one person to the library board.
3. The Smoky Valley Library District agrees to assume the costs and responsibility for all insurance on the Round Mountain facility and its contents and further shall maintain in force personal liability insurance for the library facility.
4. It is expressly agreed by the parties of this contract that under the principles of equal access, all library patrons shall have equal access to the materials housed in the Round Mountain Library, regardless of the source of the funds used to purchase such materials.
5. The Smoky Valley Library District agrees that any portion of funds used solely for the purchase of curriculum support materials or any curriculum materials supplied directly by the School District shall become, remain, and be marked "Property of Nye County School District." Upon termination of this agreement, this property shall be allocated to the parties in proportion to their expenditures, which result in the acquisition of such property.
6. The Nye County School District herewith agrees to pay the Smoky Valley Library District a mutually agreed sum of \$67 per student based on the last day of the first school month enrollment of each school year, to be used by the Round Mountain Community Library in defraying the costs of materials, personnel, and services hereinafter described to be rendered to the students of the Round Mountain schools.

Should any party hereto breach the terms of the agreement, the exclusive right of the other party shall be the right of cancellation of this contract, effective six months after written notice to the other party, with payment of funds to be made prorata to termination date.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands and seals the day and year first written above.

SMOKY VALLEY LIBRARY DISTRICT
BOARD OF TRUSTEES

BOARD OF TRUSTEES
NYE COUNTY SCHOOL DISTRICT

by _____
Trustee

President

First Month Enrollment: $345 \times \$67 = \$23,115.00$

**CONTRACT AGREEMENT FOR ADMISSION
OF NON-RESIDENT PUPILS**

(Pursuant to NRS 392.010 and CA Ed. Code §2000, et seq.)

STATE OF NEVADA

COUNTY OF NYE

THIS CONTRACT AGREEMENT made and entered into this 28th day of August, 2008, between
NYE COUNTY SCHOOL DISTRICT, hereinafter called Attendance District, and
MONO COUNTY OFFICE OF EDUCATION, hereinafter called Residence District, for the purpose of
providing educational services to non-resident pupils of the Nye County School District.

WITNESSETH

WHEREAS, the respective parties under the laws of their respective states are authorized to enter into a contract whereby all or part, of the children of school age residing in the Residence District shall be entitled to be taught in the School District of the Attendance District for the school year commencing August 25, 2008 and terminating at the end of the 2008-2009 school year.

WHEREAS, the Attendance District hereby agrees to admit into the public schools of the Nye 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.

WHEREAS, the Attendance District may also provide for pupils who are identified as needing Special Education. The Residence District will transmit (when applicable) the Individual Education Plan for each identified pupil to the Attendance District. Documented extraordinary costs that require services above and beyond a typical special education classroom are the responsibility of the Residence District. The Residence District must be represented in the IEP process for those pupils receiving special education services in the Nye County School District. Parental disagreement with the determination of the IEP shall be filed with the Residence District, provided said Residence District has participated in the IEP.

NOW, THEREFORE, the parties hereto agree as follows:

1. Period of Agreement. This agreement is effective only for the school year beginning August 25, 2008, and ending June 30, 2009. Neither district is bound by said agreement or any of its covenants herein contained after the expiration of said school year.

2. The Attendance District shall provide the educational services listed below to pupils of the Residence District that are listed in Part 3-A of this agreement that are usual to the educational services provided to similar pupils residing in the Attendance District. The Attendance District shall also provide attendance data to the Residence District on a monthly basis. In addition, the Attendance District shall provide a list of all pupils requiring services. The list is to contain the pupil's name, age, grade, parents/guardians, county of residence, and if possible should include a location map of the residence.
3. The Resident District shall:
 - A. Verify to the Attendance District that the pupils listed on the attendance reports are residents of Mono County. (For the purposes of this Agreement, see Exhibit A.)
 - B. Transportation of pupils is to be provided by the Superintendent of the Mono County Office of Education, the Residence District.
 - C. Pay the Attendance District for and in consideration of the services described an amount based upon the average costs per ADA of tuition, less actual transportation expenses, of all pupils for 2008-09 who are identified to be attending Nye County School District.
 - D. All payments shall be completed within ten days following receipt of billing provided by the Attendance District for the 2008-09.
4. Special Conditions:
 - A. The parties hereto agree that this agreement shall not become valid or binding upon either party until approved by the governing bodies of the Attendance and Residence Districts, the County Superintendent of both parties, and the Nevada Department of Education.
 - B. The Attendance District and the Residence District each reserve the right to terminate its commitments hereunder by either party upon sixty (60) day's prior written notice of such termination.
 - C. During the performance of this agreement, the Attendance District and the Residence District agree as follows:

There is hereby incorporated by reference the same as if specifically written herein all rules, regulations and all other requirements including, but not limited to, compliance with the Nevada Revised Statutes governing Nevada Public Schools; Laws of the State of Nevada; the rules, regulations and policies of the Nevada State Board of Education; and the rules and regulations of the governing board of the Attendance District. In case of conflict between any provisions of this agreement and such laws, rules and regulations of the Attendance District shall prevail.
 - D. When a pupil of the Residence District ceases to be a member of the Attendance District, a record of the withdrawal shall be established on the same document that contains his/her enrollment information and the Residence District is to be immediately notified of the withdrawal.

E. Prior to final payment the Attendance District will provide the Residence District with documentation of any extraordinary costs associated with special education services provided to pupil(s) of the Resident District.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in quadruplicate originals on the 28th day of August 2008.

NYE COUNTY BOARD OF EDUCATION

By _____
President/Vice President

SUPERINTENDENT OF SCHOOLS

Board Approval Date

APPROVED:

NEVADA DEPARTMENT OF EDUCATION

By _____

Title

Date

MONO COUNTY BOARD OF EDUCATION

By *Lee M. Bauske*
President/Vice President

Catherine Hiatt
SUPERINTENDENT OF SCHOOLS

28 August 2008
Board Approval Date

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

STATE OF NEVADA

COUNTY OF NYE

THIS CONTRACT AGREEMENT made and entered into this 2nd day of October, 2008,
between

NYE COUNTY SCHOOL DISTRICT

Hereinafter called Attendance District, and

ESMERALDA 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 25, 2008, through June 5, 2009.

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

WHEREAS, the Attendance District will also provide for pupils who are identified as Special Education. The Residence District will transmit (when applicable) the Individual Education Plan for each identified student to the Attendance District. The Residence District is financially responsible for NRS 395 placement of its pupils. Extraordinary costs that require services above and beyond a typical special education classroom are the responsibility of the Residence District. In both cases, the Residence District must be represented in the I.E.P. process. Parental disagreement with the determination of the I.E.P. shall be filed with the Residence District, provided said Residence District has participated in the I.E.P.

NOW, THEREFORE, the parties hereto agree as follows:

1. Period of Agreement. This agreement is effective only for the school year beginning August 25, 2008, and ending June 5, 2009. 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 3A 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. By action by the Nye County Board of Trustees on April 19, 2007, the tuition is waived for the 2007-08 school year in order that Esmeralda County School District will have the funds necessary to run an activity bus.

(1) Tuition:	\$ <u>0</u>	x	<u>32</u>	=	\$ <u>0</u>	for 2008-09
(2) Transportation:	\$ _____	x	_____	=	\$ _____	
(3) Operations:	\$ _____	x	_____	=	\$ _____	
(4) Maintenance:	\$ _____	x	_____	=	\$ _____	
(5) Other	\$ _____	x	_____	=	\$ _____	
(6) TOTAL					\$ <u>0</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 Residence Districts, the County Superintendent of both parties, and the Nevada Department of Education.
 - B. The Attendance District and the Residence District each reserve the right to terminate its commitments hereunder by either party upon sixty (60) days prior written notice of such termination.
 - C. During the performance of this Agreement, the Attendance District and the Residence District agree as follows:

There is hereby incorporated by reference the same as if specifically written herein all rules, regulations and all other requirements including, but not limited to, compliance with the Nevada Revised Statutes governing Nevada Public Schools; Laws of the State of Nevada; the rules, regulations and policies of the Nevada State Board of Education; and the rules and regulations of the governing board of the Attendance District. In case of conflict between any provisions of this Agreement and such laws, rules and regulations, the rules and regulations of the Attendance District shall prevail.
 - D. When a pupil of the Residence District ceases to be a member of the Attendance District, a record of his withdrawal shall be established on the same document that contains his enrollment information, and the Residence District is to be immediately notified of the withdrawal. The record must show the day of withdrawal and reason, if known.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in quadruplicate originals on the twenty-seventh day of September, 2007.

GOVERNING BOARD OF
ATTENDANCE DISTRICT

GOVERNING BOARD OF
RESIDENCE DISTRICT

By _____
President

By _____
President

Clerk

Clerk

Date

Date

APPROVED:
NEVADA DEPARTMENT OF EDUCATION

By _____

Title

Date

Names of Pupils	Age	Grade	State
Bradley, Ariel		Twelfth	Nevada
Collier, Melissa		Twelfth	Nevada
Hogwood, Chance		Twelfth	Nevada
Miramontes, Roberto		Twelfth	Nevada
Perez, Sergio		Twelfth	Nevada
Arias, Daniel		Eleventh	Nevada
Arias, Jose		Eleventh	Nevada
Martinez, Rene		Eleventh	Nevada
Miles, Brenda		Eleventh	Nevada
Miramontes, Sandra		Eleventh	Nevada
Shrider, Rebecca		Eleventh	Nevada
Thackeray, Adam		Eleventh	Nevada
Arias, Ermilo		Tenth	Nevada
Arias, Hilda		Tenth	Nevada
Arias, Osvaldo		Tenth	Nevada
Kirby, Eric		Tenth	Nevada
Martinez, Yuleni		Tenth	Nevada
Moore, Joshua		Tenth	Nevada
Reynoso, Eric		Tenth	Nevada
Smalley, Travis		Tenth	Nevada
Stuart, Devin		Tenth	Nevada
Taylor, Nicole		Tenth	Nevada
Arias, Joaquin		Ninth	Nevada
Ferguson, Brandi		Ninth	Nevada
Gordon, James		Ninth	Nevada
Hogwood, Cheyanne		Ninth	Nevada
Johnson, Brad		Ninth	Nevada
LaLonde, Edna		Ninth	Nevada
Muro-Correa, Briseyda		Ninth	Nevada
Shelton, Jordan		Ninth	Nevada
Shelton, Notasha		Ninth	Nevada
Thackeray, Christian		Ninth	Nevada

FINANCIAL INFORMATION
NYE COUNTY SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING OCTOBER 2, 2008
For FY2009

NYE COUNTY SCHOOL DISTRICT
 GENERAL FUND - FY2009
 as of September 1, 2008

SUMMARY OF EXPENDITURES	AMENDED BUDGET	ACTUAL	%
100 - Regular	\$ 27,081,202	\$ 210,330	0.78%
300 - Vocational	1,071,625	1,034	0.10%
900 - Other	752,905	47,556	6.32%
TOTAL DISTRIBUTED EXPENDITURES	\$ 28,905,732	\$ 258,920	0.90%
000 - Undistributed			
2100 - Student Support	458,850	2,279	0.50%
2200 - Staff Support	307,030	45,858	14.94%
2300 - General Administration	1,502,328	233,378	15.53%
2400 - School Administration	4,303,609	614,666	14.28%
2500 - Business Support	2,259,858	417,391	18.47%
2600 - Plant Operation & Mtce.	8,262,922	1,153,822	13.96%
2700 - Student Transportation	3,202,795	450,455	14.06%
5200 - Transfer to Other Funds	8,560,706	0	0.00%
TOTAL UNDISTRIBUTED EXPENDITURES	\$ 28,858,098	\$ 2,917,850	10.11%
TOTAL EXPENDITURES	\$ 57,763,830	\$ 3,176,770	5.50%
Contingency			
Unappropriated Fund Balance	\$ 467,674		
TOTAL EXPENDITURES & FUND BALANCE	\$ 58,231,504		

SUMMARY OF AVAILABLE FINANCING	AMENDED BUDGET	ACTUAL	%
Beginning Balance	\$ 1,634,388	1,634,388	100.00%
Ad Valorem	11,252,358	0	0.00%
Sales & Use Taxes	7,712,765	0	0.00%
General Govt. Services Tax	2,045,666	163,413	7.99%
Tuition - In-State	0	0	
Tuition - Out of State	15,000	0	0.00%
Earnings on Investments	300,000	8,631	2.88%
Bank of America Sweep Interest	100,000	597	0.60%
Revenue from Local Sources	1,257,559	0	0.00%
Miscellaneous	55,000	1,375	2.50%
State Distributive	32,353,768	0	0.00%

NYE COUNTY SCHOOL DISTRICT
 BOARD OF TRUSTEES BUDGET - FY 2009
 as of September 1, 2008

SUMMARY OF EXPENDITURES

	<u>AMENDED BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>BALANCE</u>
Social Security	\$ 2,084	347	0	\$ 1,737
Workers Comp	803	148	0	655
Medicare	488	81	0	407
Day of Service	33,600	5,600	0	28,000
Professional Service	78,750	0	0	78,750
Travel	14,700	825	0	13,875
Supplies	4,200	91	2,709	1,400
Dues and Fees	17,787	12,038	0	5,749
TOTAL EXPENDITURES	\$ 152,412	19,130	\$ 2,709	\$ 130,573



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
John "Doc" McNeely, Vice President
Tracie Ward, Clerk
Mike Floyd
Edna Jean Forsgren
Kevin S. Pape
Harold Tokerud

Dr. William E. "Rob" Roberts
Superintendent

Jerry C. Hill
Assistant Superintendent
for Student Achievement

MEMORANDUM

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

FROM: Department for Student Achievement

- * Jerry C. Hill, Assistant Superintendent for Student Achievement
- * Maria Descamps, Director of Curriculum, Instruction & School Improvement
- * Ginger Olson, Director of Testing, Accountability & Educational Technology
- * Karen Holley, Coordinator of Federal and State Grants and Programs

RE: Report to Board of Trustees

DATE: September 24, 2008 – for Board Meeting October 2, 2008

JERRY C. HILL:

- Met with district grant writer for performance review and discussion of enhanced assignments.
- Participated in Construction Committee meeting and received assignments for analysis of possible CTE wing at PVHS. Departmental meeting to formulate an "attack plan" will be held on 9/24/08.
- Held Dept. of Student Achievement status meeting (9/17/08).
- Created and distributed District Independent Study form.
- Dealt with individual student scheduling issue at PVHS for a 2009 senior and parents.
- Met with RCMS State Support Team Leader (Dr. Robison) concerning objectives for RCMS for 2008-2009.

MEMORANDUM

September 24, 2008

Page -2-

- Met with Data Instructional Specialist, Coordinator of Federal Programs and Director of Curriculum and Instruction on the instructional needs of district teachers and need to formulate overall plan.
- Held joint counselors' meeting with Mr. Norton. Acquainted counselors with all new pertinent legislation. Work on new "counseling manual" for each of 3 levels.
- Met with Dept. of Student Achievement Staff about RCMS credit recovery program and the students in the program and the degree of success. Much data gathering and analysis will be needed including talks with program "graduates" as a focus group.
- Met with RMCS and PVHS principals concerning various issues.
- Created and distributed district "opt out" form necessary for the 21st Century Course of Study Diploma.
- Distributing materials on National Mock Election to all schools - Visiting Pahrump area principals to explain the concept and methodology.
- Met with PVHS student on possibility of establishing an FBLA chapter at the high school.
- Attended Supplemental Education Services (SES) Provider Fair (9/22/08) – arranged by Director of Curriculum & Instruction for parents of eligible Amargosa Elementary and RCMS students to meet and decide on a tutoring provider for their student.

2008 BOARD OF TRUSTEE COMMITTEE ASSIGNMENTS

NASB Director	Mr. Tokerud
Legislative Representative	Mr. McNeely
Debt Management Commission Representative	Mrs. Ward
Parks & Recreation Representative	Mr. McNeely
Policy Committee	Mr. Keating, Mr. Tokerud & Mrs. Ward
Insurance Committee	Mrs. Forsgren
United Way Board of Directors	Mr. Keating
Sick Leave Bank	Mr. Keating
Attendance Committee	Mrs. Ward
SB-289 Crisis Management Committee	Mr. Tokerud
Construction Committee	Mr. Floyd, Mr. McNeely & Mrs. Ward
Career & Technical Skills Committee	Mr. Floyd
Advisory Board for Recruitment/Retention of Licensed Personnel Re: Pilot Programs of Performance Pay & Enhanced Compensation	Mr. Keating
District Improvement Plan Committee	Mr. Pape
Liaison to Regional Planning Commission	Mr. Floyd
Capital Improvements Advisory Committee	Mr. Keating & Mr. Pape

Last updated 9-22-08

2008-09 BOARD MEETING CALENDAR

<u>Date</u>	<u>Time</u>	<u>Location</u>	<u>Agenda Closes @ Noon on</u>
Thursday, July 31, 2008	6:30 p.m.	Videoconference	Wednesday, 7/23/08
Thursday, Aug. 21, 2008	6:30 p.m.	Videoconference	Wednesday, 8/13/08
Thursday, Sept. 11, 2008	5:30 p.m.	Duckwater	Wednesday, 9/3/08
Thursday, Oct. 2, 2008	5:30 p.m.	Round Mountain	Wednesday, 9/24/08
Thursday, Oct. 23, 2008	5:30 p.m.	Gabbs	Wednesday, 10/15/08
Thursday, Nov. 20, 2008	6:30 p.m.	Videoconference	Wednesday, 11/12/08
Thursday, Dec. 11, 2008	6:30 p.m.	Videoconference	Wednesday, 12/3/08
Thursday, Jan. 15, 2009	6:30 p.m.	Videoconference	Wednesday, 1/7/09
Thursday, Feb. 5, 2009	6:00 p.m.	Beatty	Wednesday, 1/28/09
Thursday, Feb. 26, 2009	6:30 p.m.	Videoconference	Wednesday, 2/18/09
Thursday, March 19, 2009	6:00 p.m.	Amargosa	Wednesday, 3/11/09
Thursday, April 9, 2009	6:30 p.m.	Videoconference	Wednesday, 4/1/09
Thursday, April 30, 2009	6:00 p.m.	Tonopah (VC)	Wednesday, 4/22/09
*Wednesday, May 20, 2009	6:30 p.m.	Videoconference	Tuesday, 5/12/09
Thursday, June 18, 2009	6:30 p.m.	Pahrump	Wednesday, 6/10/09

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 5/8/08

NYE COUNTY SCHOOL DISTRICT
AGENDA REQUEST FORM

Date of Meeting 10/2/08 Date Submitted 9-4-08 Submitted by Barbara Floto

Agenda Topic FFA Presentation

The Presenter will be ~~HE~~ Heather Nield & Members Title Voc. Ed. Teacher

This item is for: Recognitions Information Action

Do you request this item be timed? Yes No Requested Time 20 min

Connect other sites? Yes No Specify _____

Financial Cost 0 Funding Source _____

Backup will be emailed by: _____ By Whom: _____

Phone No. 377-2690 Mailing Address of Presenter PO Box 1423
Round Mtn - NV 89045

NOTE: Please use Times New Roman, font size 12, on backup material.

Background & Comments I would like to present for information and district support an FFA Organization presentation. Agriculture Science Courses are taught in Round Mountain, hence requiring a charter of a local FFA Chapter. Thank you for your consideration. Heather Nield Agriculture Educator. RMHS.

Fax form to Kerry at 775-482-8573 (800-796-6273) or mail to P.O. Box 113, Tonopah NV 89049

Print Form

Email backup to kpaniagua@nye.k12.nv.us

**LOCAL SCHOOL DISTRICT REPORT OF PLAN TO COMPLY WITH NRS
388.700-388.730
REDUCTION OF PUPIL-TEACHER RATIO IN CERTAIN CLASSES
Fiscal Year 2009**

PART A

(DUE ON OR BEFORE October 15, 2008)

Return to:

Nevada Department of Education
Attention: Dr. Keith W. Rheault, Superintendent of Public Instruction
Nevada Department of Education
700 East Fifth Street
Carson City, NV 89701-5096

SCHOOL DISTRICT: NYE COUNTY SCHOOL DISTRICT

AUTHORIZED CONTACT PERSON: Dr. William "Rob" Roberts Superintendent
Name Title

TELEPHONE NUMBER: 1-775-482-6258

DATE SUBMITTED: October 2, 2008

CERTIFICATION

I hereby certify that to the best of my knowledge, the information contained in this plan is correct.

In accordance with NRS 388.720, this plan has been developed with the following recognized associations representing licensed educational personnel:

(Association) (Signature of Representative)

(Association) (Signature of Representative)

(Association) (Signature of Representative)

The Local Board of Trustees has authorized me to file this plan and such action is recorded in the minutes of the agency's meeting held on _____
(Date)

_____, District Superintendent
(Signature)

PART A (continued)
ASSURANCES

1. Funds received under this Act will be used for the following purposes, as outlined in this plan:
 - A. To reduce the size of first and second grade classes in the district to achieve a pupil-teacher ratio of no more than 16:1 or 32 pupils per two teachers; and a third grade ratio of 19:1 pupil-teacher; or
 - B. To reduce the size of first, second and third grade classes in the district to achieve a pupil-teacher ratio of no more than 22:1 and fourth, fifth and sixth grade classes to achieve a pupil-teacher ratio of no more than 25:1 for school districts with approved alternative CSR plans.
2. If funds are provided to support CSR teachers in selected kindergartens the district will use the positions in schools with a high percentage of pupils who are considered most at risk of failure.
3. The school district will apply to the State Board of Education for a variance on or before November 15th of each year if it is unable to achieve a pupil-teacher ratio of 16:1, in grades 1 and 2, and a pupil-teacher ratio of 19:1 in grade 3. The variance shall include full justification and show good cause; or

If the school district is requesting an alternative program will apply to the State Board of Education for a variance on or before November 15th of each year if it is unable to achieve a pupil-teacher ratio of 22:1 in grades 1, 2 and 3; and exceed 25:1 in grades 4 and 5 or grades 4, 5 and 6, as applicable.
4. Money authorized and appropriated by this Act shall be accounted for separately from any other money received by the district and used only to pay salaries and benefits of teaching positions added to attain the required ratio.
5. Money authorized and appropriated by this Act shall not be used to settle or arbitrate disputes between a recognized organization representing employees of the school district and the school district, or to settle any negotiations.
6. Money authorized and appropriated by this Act shall not be used to adjust the district-wide schedules of salaries and benefits of the employees of the school district.
7. Any remaining balance of the sums authorized for expenditure by this subsection must not be committed for expenditure after June 30th, and reverts to the Distributive School Account as soon as all payments of money committed have been made.
8. The district will supply program and accounting information to the Nevada Department of Education, as required by the Department, to demonstrate compliance with provisions of this Act.

Signature of Authorized Official

School District Nye

Date _____

PART A (Continued)

Please identify the specific Class-size Reduction Program that will be implemented by the school district. All options available to the school district are listed below.

Please Select Only One

- The school district will use the CSR appropriations to support the required pupil-teacher ratios in kindergarten and grades 1 through 3 (regular CSR program).

- The school district will use the CSR appropriations to support the required pupil-teacher ratios in kindergarten and grades 1 through 3 and to carry out a program of remedial education that has been found to be effective in improving pupil achievement in grades 1, 2 and 3 (such as Reading Recovery).

- The school district will use the appropriations to support a CSR program in which alternative pupil-teacher ratios are carried out in grades 1 through 5.

- The school district will use the appropriations to support a CSR program in which alternative pupil-teacher ratios are carried out in grades 1 through 6.

School District: NYE COUNTY SCHOOL DISTRICT



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
J. E. "Doc" McNeely, Vice Pres.
Tracie Ward, Clerk
Mike Floyd
Edna Jean Forsgren
Kevin Pape
Harold Tokerud

Dr. William E. "Rob" Roberts
Superintendent

Raymond Ritchie
Chief Financial &
Administrative Officer

Corr:099:08

September 19, 2008

TO: Board of Trustees

FROM: Raymond Ritchie, Chief Financial & Administrative Officer

RE: Recommendation for Changing Health Insurance Third Party Administrator

The Health Insurance Committee directed me to start a request for proposal (RFP) for a new Third Party Administrator. On September 17, 2008 the Health Insurance Committee met and heard presentations from the top three candidates. After careful consideration, it is the recommendation of the committee to go with Capitol Administrators as first choice. We would like the Board of Trustees to accept this recommendation.

RR:ro

Cc: Dr. Roberts, Superintendent



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
J. E. "Doc" McNeely, Vice Pres.
Tracie Ward, Clerk
Mike Floyd
Edna Jean Forsgren
Kevin Pape
Harold Tokerud

Dr. William E. "Rob" Roberts
Superintendent

Raymond Ritchie
Chief Financial &
Administrative Officer

Corr:095:08

September 5, 2008

TO: Board of Trustees

FROM: Raymond Ritchie, Chief Financial & Administrative Officer

RE: Appraisal Report – 4.48-acre vacant land

Please find attached a portion of the Appraisal Report on the 4.48-acre vacant land parcel located at the northeast corner of Baradonna Road and Flamingo Road, Pahrump, Nye County, Nevada. Please let me know how you would like to proceed. If anyone is interested in reviewing the entire report, please contact Rachel Owens at the Southern District Office.

RR:ro

Cc: Dr. Roberts, Superintendent



THE CHESHIRE COMPANY
REAL ESTATE VALUATIONS & CONSULTING

1526 DARRYL AVENUE • LAS VEGAS, NEVADA 89123 • TELEPHONE (702) 860-3604 • FAX (702) 361-0390

July 18, 2008

Nye County School District
% Ms. Rachel Owens
District Secretary
484 South West Street
Pahrump, Nevada 89048

Re: Summary Appraisal Report of a \pm 4.48-acre vacant land parcel generally located at the northeast corner of Baradonna Road and Flamingo Road, Pahrump, Nye County, Nevada.

35

Dear Ms. Owens:

At your request, and for the purpose of this appraisal, I have made relevant investigations and inspected the above-referenced property. The subject is legally, and otherwise, described in the attached report that contains data and discussions from which the value opinion was formed.

The subject of this appraisal is a \pm 4.48-acre vacant land parcel. The parcel can be identified as APN's 036-351-25.

The attached report is a Summary Report that was completed with the intentions of complying with the reporting requirements set under Standards Rule 2-2(b) of the *Uniform Standards of Professional Appraisal Practice* (USPAP) as promulgated by the Appraisal Standards Board of the Appraisal Foundation. As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the opinions of value. Supporting documentation concerning the data, reasoning, and analyses was retained in the appraiser's file. The report has also been prepared in compliance with the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.

The purpose of this complete appraisal presented in a summary format is the formulation of the following value opinion for the subject property:

- "As Is" Market Value, Fee Simple Interest.

The intended user of this report is the client, The Nye County School District and/or any authorized representatives of the client. The intended use of this report is as an aid in possible purchase negotiations regarding the subject property.

Ms. Rachel Owens
July 18, 2008
Page ii

The depth of discussion contained in the report is specific to your needs and for the above stated use. Use of this report by anyone other than the stated intended user and for any other use than the stated intended use is prohibited. The appraiser is not responsible for its unauthorized use.

As a result of the analysis and conclusions of the market data, subject to the definitions, certifications, and specific/extraordinary assumptions and/or limiting/hypothetical conditions set forth in the attached appraisal report, it is my opinion that the "as is" market value of the fee simple estate of the subject property, as of July 11, 2008, is as follows:

ONE HUNDRED SEVENTY THOUSAND DOLLARS

(\$170,000)

36

The subject is readily marketable. According to brokers, property managers, and owners interviewed in the course of this assignment, there is demand for vacant land in the area. Based on the market activity, and recognizing the locational characteristics of the subject and its expected demand, the exposure time is estimated at 12 months or less. Market conditions are not anticipated to change significantly in the near future, and the marketing time is concluded at 12 months or less.

THIS LETTER MUST REMAIN ATTACHED TO THE REPORT IN ORDER FOR THE PREVIOUSLY INDICATED VALUE ESTIMATE TO BE CONSIDERED VALID.

Thank you for giving me the opportunity to serve you in this important matter. If I may be of further assistance, please contact me at any time.

Sincerely,

Michael R. Cheshire

Michael R. Cheshire
Certified General Appraiser
State of Nevada License No. A. 0000376-CG
Expires 7/31/09

EXECUTIVE SUMMARY

Property Use: Subject is currently unimproved vacant land.

Location: The northeast corner of Baradonna Road and Flamingo Road, Pahrump, Nye County, Nevada.

Assessor's Parcel No. 036-351-25

Site Area: ± 4.48-acres or ± 195,149 square feet.

Improvements: Private well and a septic system.

Zoning: RH-4.5 (Rural Homestead Residential) under the under the jurisdiction of the Nye County Planning and Zoning Department. 37

Highest and Best use: As Vacant: Hold for speculation.

Purpose of the Appraisal: To estimate the "as is" market value of the fee simple estate interest of the subject property, as of July 11, 2008.

Intended Use of Appraisal: Use by The Nye County School District (the client) and/or any authorized representatives of the client. The intended use is as an aid in possible purchase negotiations regarding the subject property.

Interest Appraised: Fee Simple

Dates of Opinion: Date of Report: July 18, 2008
"As Is" Market Value: July 11, 2008

Date of Inspection: July 11, 2008

Conclusion: "As Is" Market Value: \$170,000