



**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 Monday, February 22, 2010, beginning at 6:30 PM at the Southern District Office Boardroom, 484 S West Street, Pahrump, NV 89048.

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

1. CALL TO ORDER
  - A. PLEDGE OF ALLEGIANCE
  - B. ROLL CALL
2. ADOPTION OF AGENDA, ACTION ITEM
3. CONSENT CALENDAR, ACTION ITEM
  - A. APPROVAL OF FEBRUARY 1, 2010 REGULAR MEETING MINUTES
  - B. APPROVAL OF FEBRUARY 1, 2010 EXECUTIVE SESSION MINUTES
  - C. APPROVAL OF REQUESTS FOR IMMUNIZATION EXEMPTION PURSUANT TO NRS 392.437 & 392.439.
  - D. APPROVAL FOR STUDENTS UNDER THE AGE OF 18 TO TAKE THE GED PURSUANT TO NRS 385.448 AND/OR ENROLL IN ADULT EDUCATION
  - E. ACCEPTANCE OF HOME SCHOOL APPLICATIONS
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 & ACCEPTANCE OF INDEPENDENT AUDIT FOR YEAR ENDING JUNE 30, 2009, ACTION ITEM
13. PRESENTATION & ACCEPTANCE OF 2008-09 SCHOOL ACTIVITY FUND AUDIT, ACTION ITEM
14. SELECTION OF AUDITOR TO CONDUCT INDEPENDENT AUDIT FOR YEAR ENDING JUNE 30, 2010
15. PRESENTATION OF PROPOSED PAHRUMP VALLEY HIGH SCHOOL RENOVATION & POSSIBLE DECISION, ACTION ITEM
16. APPROVAL OF BOND RESOLUTION, ACTION ITEM
17. APPROVAL OF USE AGREEMENT WITH AMARGOSA VALLEY ADVISORY BOARD ON USE OF COMMUNITY CENTER, ACTION ITEM
18. SELECTION OF 2010-11 CALENDAR, ACTION ITEM
19. AWARD OF BID: BEATTY ELEMENTARY BATHROOM RESTORATION, ACTION ITEM
20. AWARD OF BID: BEATTY HIGH CONCESSION STAND REBUILD, ACTION ITEM
21. DISCUSSION REGARDING RESIDENTIAL CONSTRUCTION TAX & POSSIBLE APPROVAL OF RESOLUTION TO SUSPEND TAX, ACTION ITEM
22. UPDATE ON CONSTRUCTION, INFORMATIONAL ITEM
23. EXECUTIVE (CLOSED) SESSION
  - A. DISCUSSION REGARDING POSSIBLE STUDENT RIGHTS VIOLATIONS IN REGARDS TO RESTRAINTS
  - B. DISCUSSION REGARDING PERSONNEL ITEMS
  - C. DISCUSSION REGARDING LEGAL ITEMS
  - D. DISCUSSION REGARDING NEGOTIATIONS
24. DECISION REGARDING POSSIBLE STUDENT RIGHTS VIOLATIONS, ACTION ITEM
25. APPROVAL OF FUTURE AGENDA ITEMS, ACTION ITEM
26. ADJOURNMENT, ACTION ITEM
27. CALL TO ORDER
  - A. PLEDGE OF ALLEGIANCE
  - B. ROLL CALL
28. ADOPTION OF AGENDA, ACTION ITEM
29. CONSENT CALENDAR, ACTION ITEM
  - A. APPROVAL OF JANUARY 11, 2010 REGULAR MEETING MINUTES

- B. APPROVAL OF JANUARY 11, 2010 EXECUTIVE SESSION MINUTES
- C. APPROVAL OF REQUESTS FOR IMMUNIZATION EXEMPTION PURSUANT TO NRS 392.437 & 392.439.
- D. APPROVAL FOR STUDENTS UNDER THE AGE OF 18 TO TAKE THE GED PURSUANT TO NRS 385.448 AND/OR ENROLL IN ADULT EDUCATION
- E. ACCEPTANCE OF HOME SCHOOL APPLICATIONS
- 30. APPROVAL OF WARRANTS, ACTION ITEM
- 31. REPORTS, INFORMATIONAL ITEM
  - A. SUPERINTENDENT'S REPORT
  - B. ADMINISTRATOR REPORTS
  - C. BOARD REPORTS/BOARD COMMITTEE REPORTS
- 32. PUBLIC INPUT, INFORMATIONAL ITEM
- 33. BOARD APPOINTMENTS, ACTION ITEM
- 34. CHANGE OF DATE/LOCATION OF FUTURE BOARD MEETINGS, ACTION ITEM
- 35. DECISION REGARDING SUBDIVISION MAPS, ACTION ITEM
- 36. APPROVAL OF GRANTS, ACTION ITEM
- 37. RECOGNITIONS, INFORMATIONAL ITEM
- 38. AWARD OF BID: ROUND MOUNTAIN VIDEO SURVEILLANCE SYSTEM, ACTION ITEM
- 39. DISCUSSION REGARDING RATE INCREASES FOR UTILITIES, INC., INFORMATIONAL ITEM
- 40. UPDATE ON POWERSCHOOL, INFORMATIONAL ITEM
- 41. UPDATE ON CLASS SIZES IN CORE CLASSES, INFORMATIONAL ITEM
- 42. UPDATE ON CONSTRUCTION, INFORMATIONAL ITEM
- 43. EVALUATION OF SUPERINTENDENT, ACTION ITEM
- 44. EXECUTIVE (CLOSED) SESSION
  - A. DISCUSSION REGARDING SUPERINTENDENT'S CONTRACT
  - B. DISCUSSION REGARDING POSSIBLE STUDENT RIGHTS VIOLATIONS IN REGARDS TO RESTRAINTS
  - C. DISCUSSION REGARDING PERSONNEL ITEMS
  - D. DISCUSSION REGARDING LEGAL ITEMS
  - E. DISCUSSION REGARDING NEGOTIATIONS
- 45. APPROVAL OF SUPERINTENDENT'S CONTRACT, ACTION ITEM
- 46. DECISION REGARDING POSSIBLE STUDENT RIGHTS VIOLATIONS, ACTION ITEM
- 47. DISCUSSION REGARDING BOARD SALARIES, ACTION ITEM

48. APPROVAL OF FUTURE AGENDA ITEMS, ACTION ITEM

49. 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-**  
**February 1, 2010**

Present: Harold Tokerud, President; Mike Floyd, Vice-President; Tracie Ward, Clerk; Edna Forsgren, J.E. "Doc" McNeely and Kevin Pape, Members; Dr. William Roberts, Superintendent; Rod Pekarek, Dale Norton and Jerry Hill, Assistant Superintendents; Ray Ritchie, Chief Financial and Administrative Officer; Cameron McRae, Transportation Supervisor; Bob Whimpey, Maintenance and Operations Supervisor; Jeargen Angst, Technology Supervisor; Karen Liberty, Amargosa Principal; Lisa Mays, Administrative and Board Services Coordinator; and Kerry Paniagua, Executive Secretary.

Absent: Dennis Keating.

Guests: Dave Wonderly, Maintenance and Operations; Noah Ware, Technology; Caroline Hamlin, Dolores Perez and Yolanda Garcia, Parents and Teachers for Student Success; Katie Dawson and Kathleen Baruth, Amargosa Elementary; and Joseph Ward, Pahrump.

CALL TO ORDER

The meeting was called to order at 6:00 p.m. in the Amargosa School cafeteria. Board members, administrators and guest recited the Pledge of Allegiance. Roll was called; all members were present except for Dennis Keating.

ADOPTION OF AGENDA

Mrs. Ward moved adoption of the agenda. Mr. Pape seconded, and a unanimous vote was recorded.

CONSENT CALENDAR

Mrs. Ward made the motion to approve the consent calendar consisting of the January 11 minutes, one immunization exemption, two GED/adult education requests and five home school applications. Mrs. Forsgren seconded, and a unanimous vote was registered.

APPROVAL OF WARRANTS

Mrs. Ward made the motion to approve the warrants, and Mr. McNeely seconded. A unanimous vote in favor of the motion was cast.

REPORTS

Dr. Roberts thanked the Amargosa staff for the dinner and said the school has been very well maintained. He said Vern Van Winkle has proposed an additional TV channel for government use at a cost of \$250 per month. The only possibility for the school district to participate would be through e-rate money, which is currently in suspension. He discussed the proposed solar energy project in Amargosa which would be located between the senior center and highway 95. The first one that will come on board will be near Tonopah. He said problems with possible Race to the Top funding are the low amount for rural districts, any programs created would have to be maintained once the funding goes away and the first step in

turning schools around is to fire the principals. He will be in Carson City the next three days for meetings. He and Commissioner Borasky met with Utilities, Inc. on their proposed rate increase and has sent a letter to the Public Utilities Commission. March 11 is the date for a public meeting on the rate hike. He will be at the AASA convention next week.

Mr. Pekarek said there are four vacancies. A science position at Pahump High currently being filled by a long-term sub was added back. Mr. Ritchie reviewed budget workshop dates. Mr. Norton passed out attendance rate comparisons and said attendance is up one percent across the district from last year. Mr. Hill discussed the state law regarding promotion from middle school and said the district will be revising its regulation, which will be brought to the board at the next meeting. Mr. McRae said the district has received the two buses from the state EPA. When the buses are outfitted, they will be sent to Tonopah. The district has passed the technical review on the grant for seven buses the district applied for. Karen Liberty gave a lengthy report on school programs, incentives and community partners. She introduced the executive board for the new Parents and Teachers for Student Success—Dolores Perez, President; Caroline Hamlin, Vice-President; Tina Oseguera, Secretary; and Yolanda Garcia, Treasurer.

Several board members thanked Mrs. Liberty and staff for the dinner. Mr. Floyd attended the Pahump High planning meeting and a wrestling match. Mrs. Ward attended the high school meeting and said she is impressed with how Mrs. Liberty works with the community. Mrs. Forsgren also noted the good things going on at the school. Mr. McNeely said he expected that involving parents who were previously afraid of the system would result in improved academics. Mr. Tokerud participated in an NASB telephone conference in which they discussed Race to the Top. He said next year's conference would be in Las Vegas. He visited three schools and attended some athletic events and construction meetings.

#### PUBLIC INPUT

Item withdrawn.

#### BOARD APPOINTMENTS

The following appointments were made: Harold Tokerud – NASB Director; Edna Forsgren – Parks and Recreation Representative; Tracie Ward – Debt Management Commission; and Dennis Keating – Legislative Representative.

#### CHANGE OF DATE/LOCATION OF FUTURE BOARD MEETINGS DECISION REGARDING SUBDIVISION MAPS

Items withdrawn.

#### APPROVAL OF GRANTS

Mr. Simatos requested permission to apply for a \$50,000 grant for purchase of smart boards and table and training for administrators, general and special education teachers and travel expenses. Mr. McNeely made the motion to approve the request. Mrs. Ward seconded, and a unanimous vote was recorded.

#### RECOGNITIONS

None.

#### AWARD OF BID: ROUND MOUNTAIN VIDEO SURVEILLANCE SYSTEM

Bids were opened January 14, and the following bids were received:

TCCS Security	\$64,990.00
ABS, Inc.	70,000.00
Tri-Signal Integration, Inc.	190,000.00

Mr. Pape made the motion to award the bid to TCCS Security in the amount of \$64,990. Mrs. Forsgren seconded, and a unanimous vote was registered.

#### DISCUSSION REGARDING RATE INCREASES FOR UTILITIES, INC.

Dr. Roberts met with Utilities, Inc. to try to get an understanding of what impact the proposed rate hike would have to the district. The current pricing system is based on the number of fixtures. Under the proposed system, charges would be based on the size of pipes and meters and gallons of water. Some schools have 2" pipes and meters and others have 8". Mr. Ritchie and Kristin Marshall met with the regional director and learned there are some things the district could do to save money. It might be worth changing out the size of meters. Mr. McNeely asked if there were other things the district could look at besides just artificial turf.

#### UPDATE ON POWERSCHOOL

Mr. Ware demonstrated how to navigate through PowerSchool.

#### UPDATE ON CLASS SIZES IN CORE CLASSES

Written information was provided to board members showing the highest and lowest class populations for each class taught in science, math, English and history in Nye County high schools.

#### EVALUATION OF SUPERINTENDENT

Mr. Tokerud indicated the board members are all quite pleased with the Superintendent's performance. The district has gone through a lot this past year, and the evaluation shows excellent to strong in all categories. Mr. McNeely made the motion to give Dr. Roberts a satisfactory evaluation. Mr. Floyd seconded, and a unanimous vote was recorded.

#### DISCUSSION REGARDING SUPERINTENDENT'S CONTRACT

#### DISCUSSION REGARDING POSSIBLE STUDENT RIGHTS VIOLATIONS IN REGARDS TO RESTRAINTS

#### DISCUSSION REGARDING PERSONNEL ITEMS

#### DISCUSSION REGARDING LEGAL ITEMS

#### DISCUSSION REGARDING NEGOTIATIONS

Discussion is reflected in Executive Session minutes.

#### APPROVAL OF SUPERINTENDENT'S CONTRACT

Mrs. Ward moved approval of the Superintendent's contract with an effective date of February 1 with the following addendum: For the 2010-11 contract, Superintendent will voluntarily take a four percent reduction in pay in the form of 10.5 furlough days. In addition, Superintendent requests eliminating the longevity entirely in exchange for buying an additional year of PERS upon retirement. Mr. McNeely seconded the motion, and a unanimous vote was cast.

#### DECISION REGARDING POSSIBLE STUDENT RIGHTS VIOLATIONS

Mrs. Ward made the motion that no violations were found. Mr. McNeely seconded, and a unanimous vote was recorded.

#### DISCUSSION REGARDING BOARD SALARIES

Mr. Tokerud referred to NRS 386.320, which mandates the \$400 per month salary to each board member but allows trustees to donate all or part of their salaries to a school or to the district. Since Dr. Roberts

took the lead with a four percent reduction, he proposed that each trustee consider doing the same on a voluntary basis.

**APPROVAL OF FUTURE AGENDA ITEMS**

Dr. Roberts reminded the board that they would need to make a decision on possible continuation of the four-day week in Round Mountain. Test scores won't be available until July. He proposed adding it to the March 8 meeting, which will be held in Tonopah. Mr. McNeely said he would like to see an administrative assessment.

**ADJOURNMENT**

Mrs. Forsgren moved to adjourn at 8:24 p.m. Mr. Pape seconded, and a unanimous vote was cast.

**SCHEDULE OF MEETING**

The meeting was called to order at 6:00 p.m. Mrs. Ward made the motion to go into Executive Session at 7:30 p.m. to discuss items a through e. Mrs. Forsgren seconded, and a unanimous vote was registered. The regular session resumed at 8:15 p.m., and the meeting was adjourned at 8:24 p.m.

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

*Prepared by Kerry Paniagua*



# 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**  
Harold Tokerud, President  
Mike Floyd, Vice President  
Tracie Ward, Clerk  
Edna Jean Forsgren  
Dennis Keating  
J.E. "Doc" McNeely  
Kevin S. Pape

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

**Jerry C. Hill**  
Assistant Superintendent  
for Student Achievement

## MEMORANDUM

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

FROM: Department for Student Achievement

- \* Jerry C. Hill, Assistant Superintendent for Student Achievement
- \* Maria Descamps, Administrator on Special Assignment
- \* Ginger Olson, Administrator on Special Assignment for Technology Integration
- \* Karen Holley, Coordinator of Federal and State Grants and Programs

RE: Report to Board of Trustees

DATE: February 11, 2010 – for Board Meeting February 22, 2010

---

### JERRY C. HILL:

#### Assistant Superintendent for Student Achievement

- ◆ Worked with Grand Canyon University to set up meeting with Northern teaching staff (Feb. 4<sup>th</sup>) for possible scholarship opportunities for certification and advancement.
- ◆ Met with Mr. Norton and principals to create 8<sup>th</sup> Grade Promotion regulation for the district.
- ◆ Held series of meetings with Great Basin College local administration to analyze the dual-credit program's apparent problems in attracting enrollees.
- ◆ Met with Great Basin administration to finalize list of dual credit classes to be presented to BOT and State Board of Education.
  - Now involving high school counselor and administration in this process.
- ◆ Met several times in the interim with Coordinator of State and federal Programs to review possible grants and grant applications.
- ◆ Issued memo to principals and clerical staff regarding homebound education procedures.
- ◆ Researching needed policies for middle schools and a "testing out" policy/regulation prior to writing those policies/regulations.
- ◆ Reached agreement with Great Basin College regarding payment system for Dollars for Scholars.
  - Due to very high numbers of "F" grades and withdrawals, students must now "pay up front" and be reimbursed later.
- ◆ Attended PVHS construction meeting.
  - Met with PVHS principal and Coordinator of Federal and State Programs (individually and together) regarding CTE philosophy that will guide construction requests.
- ◆ Visited PVHS Construction Trades Program and spoke with the teacher and students.
  - Program is now far advanced over its initial phase - despite lack of on-site work due to economy.

## **BOARD REPORT**

### **Department for Student Achievement**

February 11, 2010

Page -2-

- ◆ Worked with Round Mountain parent, technology, and Round Mountain admin. to resolve a vexing issue of credits and GPA. Successfully resolved after several days of e-mails and discussions.
- ◆ Discussed summer staff development program for SPED teachers and regular ed. teachers (differentiated instruction) with SPED Director.
- ◆ Discussed curriculum maps and scope and sequence issues with Consultant Cindy Sharpe at Nevada Department of Education.
- ◆ Researched legality of withholding transcripts for students who owe fees and fines.
  - Comes under FERPA:
  - Institutions can withhold, but must provide "informal copy" to the student.
- ◆ Participated in State Incentive Grant Conference (video) with Dr. Roberts.
- ◆ Met with Ginger Olson regarding a necessary change in her tech grant's participants; we agreed on new control group among 5th grade teachers in Pahrump.
- ◆ Worked out arrangement for Assistant Principal Todd Nelson (PVHS 9<sup>th</sup> Grade Academy) to assist Northern counselors in Power School scheduling. Todd is our "resident expert" in Power School Scheduling.
- ◆ Wrote nomination for Mark Kessler, Data and Instructional Specialist and School Improvement Expert (RPDP paid, our staff) to serve on a panel of experts reviewing state testing (CRT and HSPE).
  - Mark has been accepted.
- ◆ Met with senior counselor at PVHS to review "work credit" and "community service credit" to be placed in NCSD Regulation 5670 (graduation).
- ◆ Attended negotiation sessions with teachers' association in Beatty.
- ◆ Met with school nurse and concerned parent regarding "lice issue" at a Pahrump school.
- ◆ Resolved issue of Math 95 and Math 96 as potential dual-credit classes with Great Basin, PVHS math chair and PVHS principal. These courses are remedial and will not be funded.
- ◆ Met with NCIS (Nye County Instructional Specialists) regarding their mission and deployment.
- ◆ Created "Continuation File" based on probable departure of Maria Descamps in order to ensure that her expertise and knowledge would not be lost.
  - NCIS personnel and Mark Kessler are very well versed in all areas of curriculum, instruction, staff development, SES, and school improvement that are a part of Maria's position.
  - Alena Duvall, department secretary/admin. assistant, has full knowledge of the intricate workings of Supplemental Educational Services (SES) as required by NCLB.

### **Principal Pathways / Adult Education**

- ◆ Gathered information on Pathways technology problems, chiefly non-working computers and brought this to the attention of Technology Department staff that promptly redressed problems to the best of their ability.
- ◆ Created position for after hour's program at Pathways to deal with students that could not "mix" with regular daytime students. Posted and hired.
- ◆ Reviewed HSPE scores for Pathways' seniors and juniors and helped create a remediation plan for these students that consisted of extra hours of attendance and pinpointed remedial instruction in math and/or science.
  - Wrote letters to each parent apprising them of the plan and the necessity of their student's attendance.

## **BOARD REPORT**

### **Department for Student Achievement**

February 11, 2010

Page -3-

- Sent second letter to parents of students who did not attend first remedial sessions warning them and the student of the consequences of failing the HSPE's.
- ♦ Met with Pathways science teacher to review with him the Nevada Department of Education's website and RPDP link to science remediation materials.
  - Materials will be used for pinpoint remediation prior to HSPE in science.
- ♦ Participated in monitoring visit from Rick Rasmussen, State Consultant for Alternative Education and Adult Education.
  - Both programs reviewed were found to be in excellent shape with all needed data available for review.

### **MARIA DESCAMPS:**

Curriculum Instruction, School Improvement and ELL

- ♦ **ELL**
  - Received all Las Link tests from school sites and submitted to CTB McGraw Hill.
  - Attended Title III Directors' meeting to prepare for state audit April 3, 2010.
- ♦ **Nye County Instructional Specialists (NCIS)**
  - NCIS is working on Curriculum Framework; they will share documents with teachers at the February 16<sup>th</sup> in-service.
  - Provided substitute training for Human Resources.
- ♦ Met with department and discuss a continuance plan so that members of DSA know what needs to get done.

### **MARK KESSLER**

Data and Instructional Specialist (RPDP)

- ♦ During the "winter" session of NWEA assessments, the following activities have been performed as part of Mark's responsibilities for the NCSD Department for Student Achievement and RPDP. These activities include work in Nye, Esmeralda, Lincoln, Mineral and Clark counties.
- ♦ **NWEA Responsibilities**
  - During the first week of November, Mark exported the student and teacher schedules from PowerSchool to create the winter file for NWEA assessments to be administered.
  - During December and January in NCSD alone, a total of 17,123 NWEA assessments have been administered in grades kindergarten through 11th grade in math, reading, language arts and science.
  - Regarding NWEA, Mark has been responsible for updating each school's server with the current student rosters, test files and agency data.
- ♦ **Data Training**
  - During the winter assessment season, Mark has continued training a total of 207 Teachers concerning the interpretation of NWEA, CRT and HSPE data to differentiate instruction and design remediation programs.
  - 19 Administrators have also received continuing training regarding the use of NWEA, CRT and HSPE data to evaluate school improvement goal attainment and measuring the success of remediation/intervention systems.

## **BOARD REPORT**

### **Department for Student Achievement**

February 11, 2010

Page -4-

- 32 other staff (LEP case managers, aides, counselors, etc.) have been trained on the use of NWEA data to facilitate their role in assisting teachers in providing remediation and support for at-risk students.
  - During the winter assessment season, Mark has held inservice trainings and professional development at the following schools:
    - Hafen Elementary
    - RCMS
    - Hawthorne Elementary and Middle
    - Mineral County High School
    - Mt. Charleston Elementary
    - J.G. Johnson Elementary
    - PVHS
    - Lincoln County School District (district-wide training)
    - Beatty Elementary, Middle and High
    - Tonopah Elementary and Middle
    - Silver Rim Elementary
    - Round Mountain Elementary, Middle and High
    - Panaca Elementary
    - Staton Elementary (Clark)
    - Pioche Elementary
    - Caliente Elementary
  - In addition, video conferences have been held in January with Dyer, Goldfield and Silver Peak Esmeralda County Schools using the online Skype program.
- ♦ **School Improvement**
- As each training has been provided, school improvement goals are reviewed and the use of the NWEA data is presented as a means of monitoring student growth towards the attainment of these goals.
  - After schools completed their winter assessments, growth charts for each grade level have been presented to schools comparing the fall and winter results.
  - It has been impressive to see the use of the NWEA data this year as teachers are meeting to discuss trends and make mid-year instructional decisions.
  - A special note should be made to Silver Rim, Tonopah Elementary and Middle schools that are overseen by Gary Flood.
    - These schools are aggressively utilizing weekly Professional Learning Communities (PLC's) time to analyze their student data and have implemented instructional programs explicitly based on students' academic needs.
  - During January, Mark facilitated the Nevada Comprehensive Curriculum Audit Tool (NCCAT) training for the Nye County School District audit team members participating in the audit of PVHS and RCMS as mandated by SB389. A schedule has been made for the spring with the audit team to meet and complete the audit tasks with the next meeting to be held on February 11th.
- ♦ **Testing Activities**
- As part of being "trained" in testing and accountability procedures, Mark has participated in the preparation and distribution of the CRT Writing Assessments.

## **BOARD REPORT**

### **Department for Student Achievement**

February 11, 2010

Page -5-

- Mark also attended a state-wide annual Accountability Report Card (ARC) training in Las Vegas and is participating in the facilitation of the spring online reporting procedures for each school in Nye County to complete their accountability reports that become available on the DOE website.
- ◆ Regarding Mark's responsibilities, the emphasis for the "winter" NWEA assessment season was to move each school into the next phase of using data to drive decisions. As mentioned above regarding schools such as the Tonopah staff, teachers and administrators are becoming more and more adept at analyzing their mid-year data to monitor student growth. In as sense, the tasks embedded in the NCCAT audit process are being done with all schools using their NWEA data as a self-assessment of processes and programs. While having to service all of the southern Nevada counties is overwhelming at times, Mark continues to meet the needs of each staff to the best of his ability.

FINANCIAL INFORMATION  
NYE COUNTY SCHOOL DISTRICT  
BOARD OF TRUSTEES MEETING FEBRUARY 22, 2010  
For FY2010

15

Dear Board Member:

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

NYE COUNTY SCHOOL DISTRICT  
 GENERAL FUND - FY2010  
 as of February 1, 2010

SUMMARY OF EXPENDITURES	BUDGETED	ACTUAL	%
100 - Regular	\$ 26,535,220	\$ 11,143,322	41.99%
300 - Vocational	1,127,832	388,444	34.44%
900 - Other	729,878	297,577	40.77%
<b>TOTAL DISTRIBUTED EXPENDITURES</b>	<b>\$ 28,392,930</b>	<b>\$ 11,829,342</b>	<b>41.66%</b>
000 - Undistributed			
2100 - Student Support	417,998	192,331	46.01%
2200 - Staff Support	18,720	2,299	12.28%
2300 - General Administration	1,511,601	715,298	47.32%
2400 - School Administration	3,923,276	2,232,378	56.90%
2500 - Business Support	2,297,044	1,487,286	64.75%
2600 - Plant Operation & Mtce.	8,202,562	4,395,885	53.59%
2700 - Student Transportation	3,196,274	1,831,611	57.30%
5200 - Transfer to Other Funds	8,481,543	2,980,396	35.14%
<b>TOTAL UNDISTRIBUTED EXPENDITURES</b>	<b>\$ 28,049,018</b>	<b>\$ 13,837,483</b>	<b>49.33%</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 56,441,948</b>	<b>\$ 25,666,825</b>	<b>45.47%</b>
Contingency			
Unappropriated Fund Balance	\$ 500,000		
<b>TOTAL EXPENDITURES &amp; FUND BALANCE</b>	<b>\$ 56,941,948</b>		

16

SUMMARY OF AVAILABLE FINANCING	BUDGETED	ACTUAL	%
Beginning Balance	\$ 2,634,310	0	0.00%
Ad Valorem	11,110,918	6,825,940	61.43%
Sales & Use Taxes	6,318,834	2,148,393	34.00%
General Govt. Services Tax	1,791,593	799,492	44.62%
Tuition - Out of State	7,500	0	0.00%
Earnings on Investments	107,000	3,647	3.41%
Bank of America Sweep Interest	5,000	178	3.57%
Miscellaneous	55,000	11,626	21.14%
State Distributive	32,697,551	16,286,386	49.81%
Special Appropriations (Counselors)	50,000	50,000	100.00%
Other Appropriations	0	482,828	0.00%
Other Federal Revenue	867,802	0	0.00%
In Lieu Fish & Wildlife	10,000	0	0.00%
National Forest Receipts	50,000	0	0.00%
Jr. R.O.T.C.	60,000	21,717	36.19%
Transfers from other Funds	1,176,440	0	0.00%
<b>GRAND TOTAL REVENUES</b>	<b>\$ 56,941,948</b>	<b>\$ 26,630,208</b>	<b>46.77%</b>

NYE COUNTY SCHOOL DISTRICT  
 BOARD OF TRUSTEES BUDGET - FY 2010  
 as of February 1, 2010

SUMMARY OF EXPENDITURES	BUDGETED	ACTUAL	ENCUMBERED	BALANCE
Social Security	\$ 2,100	521	0	\$ 1,579
PERS	7,224	2,408	0	4,816
Workers Comp	810	519	0	291
Medicare	490	284	0	206
Day of Service	33,600	19,600	0	14,000
Professional Service	75,000	365	0	74,635
Communications - Conference Call	0	448	0	(448)
Travel	14,000	5,206	0	8,794
Supplies	4,000	628	2,698	674
Fuel	1,200	0	0	1,200
Dues and Fees	16,940	11,575	0	5,365
<b>TOTAL EXPENDITURES</b>	<b>\$ 155,364</b>	<b>41,554</b>	<b>\$ 2,698</b>	<b>\$ 111,112</b>

FINANCIAL INFORMATION  
NYE COUNTY SCHOOL DISTRICT  
BOARD OF TRUSTEES MEETING FEBRUARY 22, 2010  
For FY2010

18

Dear Board Member:

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

NYE COUNTY SCHOOL DISTRICT  
 GENERAL FUND - FY2010  
 as of JANUARY 1, 2010

SUMMARY OF EXPENDITURES	BUDGETED	ACTUAL	%
100 - Regular	\$ 26,535,220	\$ 9,114,664	34.35%
300 - Vocational	1,127,832	309,400	27.43%
900 - Other	729,878	261,426	35.82%
<b>TOTAL DISTRIBUTED EXPENDITURES</b>	<b>\$ 28,392,930</b>	<b>\$ 9,685,491</b>	<b>34.11%</b>
000 - Undistributed			
2100 - Student Support	417,998	161,450	38.62%
2200 - Staff Support	18,720	1,591	8.50%
2300 - General Administration	1,511,601	615,399	40.71%
2400 - School Administration	3,923,276	1,893,236	48.26%
2500 - Business Support	2,297,044	1,259,400	54.83%
2600 - Plant Operation & Mtce.	8,202,562	3,685,742	44.93%
2700 - Student Transportation	3,196,274	1,531,474	47.91%
5200 - Transfer to Other Funds	8,481,543	1,503,325	17.72%
<b>TOTAL UNDISTRIBUTED EXPENDITURES</b>	<b>\$ 28,049,018</b>	<b>\$ 10,651,618</b>	<b>37.98%</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 56,441,948</b>	<b>\$ 20,337,108</b>	<b>36.03%</b>
Contingency			
Unappropriated Fund Balance	\$ 500,000		
<b>TOTAL EXPENDITURES &amp; FUND BALANCE</b>	<b>\$ 56,941,948</b>		

19

SUMMARY OF AVAILABLE FINANCING	BUDGETED	ACTUAL	%
Beginning Balance	\$ 2,634,310	0	0.00%
Ad Valorem	11,110,918	6,239,233	56.15%
Sales & Use Taxes	6,318,834	1,568,491	24.82%
General Govt. Services Tax	1,791,593	662,263	36.97%
Tuition - Out of State	7,500	0	0.00%
Earnings on Investments	107,000	2,961	2.77%
Bank of America Sweep Interest	5,000	155	3.10%
Miscellaneous	55,000	5,266	9.57%
State Distributive	32,697,551	16,286,386	49.81%
Special Appropriations (Counselors)	50,000	50,000	100.00%
Other Appropriations	0	482,828	0.00%
Other Federal Revenue	867,802	0	0.00%
In Lieu Fish & Wildlife	10,000	0	0.00%
National Forest Receipts	50,000	0	0.00%
Jr. R.O.T.C.	60,000	15,804	26.34%
Transfers from other Funds	1,176,440	0	0.00%
<b>GRAND TOTAL REVENUES</b>	<b>\$ 56,941,948</b>	<b>\$ 25,313,388</b>	<b>44.45%</b>

NYE COUNTY SCHOOL DISTRICT  
 BOARD OF TRUSTEES BUDGET - FY 2010  
 as of JANUARY 1, 2010

SUMMARY OF EXPENDITURES	BUDGETED	ACTUAL	ENCUMBERED	BALANCE
Social Security	\$ 2,100	446	0	\$ 1,654
PERS	7,224	2,064	0	5,160
Workers Comp	810	445	0	365
Medicare	490	244	0	246
Day of Service	33,600	16,800	0	16,800
Professional Service	75,000	365	0	74,635
Travel	14,000	5,123	0	8,877
Supplies	4,000	628	2,698	674
Fuel	1,200	0	0	1,200
Dues and Fees	16,940	11,575	0	5,365
<b>TOTAL EXPENDITURES</b>	<b>\$ 155,364</b>	<b>37,690</b>	<b>\$ 2,698</b>	<b>\$ 114,976</b>



# Nye County School District

## BOARD OF TRUSTEES

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

**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

## MEMORANDUM

DATE: January 26, 2010

TO: NCSD Board of Trustees

FROM: Mr. Raymond  Ritchie, Chief Financial & Administrative Officer

SUBJECT: 2<sup>nd</sup> Quarterly Report for 2009-2010

21

Attached is the 2<sup>nd</sup> Quarterly Report as filed with the Department of Taxation and Department of Education as required by Nevada School Law 387.320, Para 2.

RR/km

# QUARTERLY REPORT

DATE January 25, 2010

FOR

PERIOD ENDED December 31, 2009

## NYE COUNTY SCHOOL DISTRICT

FOR OFFICE _____
_____

UNAUDITED

<u>GENERAL FUND</u>	ACCOUNT NUMBER	ORIGINAL ANNUAL AMOUNT	ADJUSTED ANNUAL BUDGET	ACTUAL TO DATE
<b>SECTION A: SOURCES</b>				
1. Opening Fund Balance		2,634,310		1,432,632
2. Revenues				
Local	1000	19,395,845		8,478,369
State	3000	32,747,551		16,819,215
Federal	4000	987,802		15,804
SUBTOTAL		55,765,508		26,746,020
3. Other Sources	5000	1,176,440		
4. TOTAL FUND RESOURCES		56,941,948		26,746,020
<b>SECTION B: APPLICATIONS</b>				
	PROGRAM OR FUNCTION NUMBER			
5. Appropriations				
Regular Programs	100	26,535,220		9,114,664
Vocational Programs	300	1,127,832		309,400
Other PK-12 Programs	400/900	729,878		261,426
Student Support	2100	417,998		161,450
Staff Support	2200	18,720		1,591
General Administration	2300	1,511,601		615,399
School Administration	2400	3,923,276		1,893,236
Business Support	2500	2,297,044		1,259,400
Oper & Mtce of Plant	2600	8,202,562		3,685,742
Student Transportation	2700	3,196,274		1,531,474
SUBTOTAL		47,960,405		18,833,783
6. Other Outlays				
Fund Transfers	5200	8,481,543		1,503,325
Conversion Factor Reduction	5300			
7. Unappropriated Ending Fund Balance		500,000		6,408,911
TOTAL APPLICATIONS		56,941,948		26,746,020

# QUARTERLY REPORT

DATE January 25, 2010

FOR

PERIOD ENDED December 31, 2009

## NYE COUNTY SCHOOL DISTRICT

FOR OFFICE _____
USE ONLY <u>  A  </u>

UNAUDITED

<u>BUILDINGS &amp; SITES</u>		ORIGINAL ANNUAL AMOUNT	ADJUSTED ANNUAL BUDGET	ACTUAL TO DATE
Opening Balance				6,917
Revenues		20,000		11,857
Transfers In				
<b>TOTAL RESOURCES</b>		<b>20,000</b>		<b>18,774</b>
Expenditures		20,000		10,300
Transfers Out				
Ending Balance				<del>8,474</del>
<b>TOTAL APPLICATIONS</b>		<b>20,000</b>		<b>18,774</b>

<u>CAPITAL PROJECTS FUNDS</u>		ORIGINAL ANNUAL AMOUNT	ADJUSTED ANNUAL BUDGET	ACTUAL TO DATE
Opening Balance		5,000,000		11,752,647
Revenues		1,063,052		516,797
Transfers In				
<b>TOTAL RESOURCES</b>		<b>6,063,052</b>		<b>12,269,444</b>
Expenditures		6,063,052		1,782,991
Transfers Out				
Ending Balance				10,486,453
<b>TOTAL APPLICATIONS</b>		<b>6,063,052</b>		<b>12,269,444</b>

<u>SCHOOL LUNCH PROGRAM</u>		ORIGINAL ANNUAL AMOUNT	ADJUSTED ANNUAL BUDGET	ACTUAL TO DATE
Opening Balance				(22,189)
Revenues		1,838,031		753,321
Transfers In				
<b>TOTAL RESOURCES</b>		<b>1,838,031</b>		<b>731,132</b>
Expenditures		1,838,031		867,660
Transfers Out				
Ending Balance				(136,529)
<b>TOTAL APPLICATIONS</b>		<b>1,838,031</b>		<b>731,132</b>

<u>STATE FUNDS</u>		ORIGINAL ANNUAL AMOUNT	ADJUSTED ANNUAL BUDGET	ACTUAL TO DATE
Opening Balance				107,121
Revenues		1,940,523		216,098
Transfers In		219,152		
<b>TOTAL RESOURCES</b>		<b>2,159,675</b>		<b>323,219</b>
Expenditures		2,159,675		174,418
Transfers Out				
Ending Balance				148,801
<b>TOTAL APPLICATIONS</b>		<b>2,159,675</b>		<b>323,219</b>

# QUARTERLY REPORT

DATE January 25, 2010

FOR

PERIOD ENDED December 31, 2009

## NYE COUNTY SCHOOL DISTRICT

FOR OFFICE \_\_\_\_\_

USE ONLY   A  

UNAUDITED

<u>SPECIAL FUNDS</u>		ORIGINAL ANNUAL AMOUNT	ADJUSTED ANNUAL BUDGET	ACTUAL TO DATE
Opening Balance		1,894,446		2,191,973
Revenues				340,147
Transfers In				
TOTAL RESOURCES		1,894,446		2,532,119
Expenditures		36,634		119,536
Transfers Out		1,176,440		24
Ending Balance		681,372		2,412,583
TOTAL APPLICATIONS		1,894,446		2,532,119

<u>STATE SPECIAL EDUCATION</u>		ORIGINAL ANNUAL AMOUNT	ADJUSTED ANNUAL BUDGET	ACTUAL TO DATE
Opening Balance				
Revenues				1,503,325
Transfers In		8,262,391		
TOTAL RESOURCES		8,262,391		1,503,325
Expenditures		8,262,391		2,980,396
Transfers Out				
Ending Balance				(1,477,071)
TOTAL APPLICATIONS		8,262,391		(1,477,071)

<u>SELF INS WORKERS COMP</u>		ORIGINAL ANNUAL AMOUNT	ADJUSTED ANNUAL BUDGET	ACTUAL TO DATE
Opening Balance				549,849
Revenues		336,762		74,522
Transfers In				
TOTAL RESOURCES		336,762		624,371
Expenditures		336,762		162,809
Transfers Out				
Ending Balance				461,562
TOTAL APPLICATIONS		336,762		624,371

<u>HEALTH INSURANCE</u>		ORIGINAL ANNUAL AMOUNT	ADJUSTED ANNUAL BUDGET	ACTUAL TO DATE
Opening Balance		1,000,000		1,172,777
Revenues		12,020,000		4,054,822
Transfers In				
TOTAL RESOURCES		13,020,000		5,227,599
Expenditures		12,020,000		4,391,937
Transfers Out				
Ending Balance		1,000,000		835,662
TOTAL APPLICATIONS		13,020,000		5,227,599

# QUARTERLY REPORT

DATE January 25, 2010

FOR

PERIOD ENDED December 31, 2009

## NYE COUNTY SCHOOL DISTRICT

FOR OFFICE _____
USE ONLY <u>  A  </u>

UNAUDITED

<u>TEACHERAGES</u>		ORIGINAL ANNUAL AMOUNT	ADJUSTED ANNUAL BUDGET	ACTUAL TO DATE
Opening Balance				60,482
Revenues		9,000		11,304
Transfers In				
TOTAL RESOURCES		9,000		71,786
Expenditures		9,000		11,054
Transfers Out				
Ending Balance				60,782
TOTAL APPLICATIONS		9,000		71,786

<u>DEBT SERVICE FUND</u>		ORIGINAL ANNUAL AMOUNT	ADJUSTED ANNUAL BUDGET	ACTUAL TO DATE
Opening Balance		11,446,541		12,415,249
Revenues		8,716,548		5,568,117
Transfers In				
TOTAL RESOURCES		20,163,089		17,983,367
Expenditures		8,967,407		4,764,232
Transfers Out				
Ending Balance		11,195,682		13,219,135
TOTAL APPLICATIONS		20,163,089		17,983,367

<b>North Route Summary Sheet</b>									
MONTH OF: NOVEMBER 2009									
	TOTAL	AVG DLY:	AVG	PEAK	AVG	PEAK	AVG	PEAK	MONTH TOTAL
ROUTE:	MILEAGE:	MILEAGE:	K-5	K-5	6-8	6-8	9-12	9-12	STUDENT HAUL
AMAR #1	1384	81	39	48	0	0	0	0	1337
AMAR #2	1761	104	30	38	10	12	0	0	1354
AMAR #3	1725	101	41	58	11	12	0	0	1756
AMAR #4 (van)	2533	149	1	1	0	0	0	0	34
AMAR E/C	n/a	n/a	10	11	0	0	0	0	240
									0
BEATTY #1	3067	276	0	0	0	0	30	35	1015
BEATTY #2	3621	213	4	6	0	0	36	40	1343
BEATTY E/C	n/a	n/a	0	0	0	0	0	0	0
					0	0			0
EUREKA	2145	143	2	3	3	5	0	0	158
DCKWTR #1	1921	113	10	13	3	4	1	2	487
DCKWTR E/C	n/a	n/a	1	2	0	0	0	0	17
									0
GABBS #1	1462	86	10	12	4	11	5	8	649
YOMBA ACTVY	0	0	0	0	0	0	0	0	0
									0
RND MTN #1	2240	160	18	25	3	5	5	7	695
RND MTN #2	1845	123	39	46	8	11	9	10	742
RND MTN E/C	0	0	0	0	0	0	0	0	5
									0
TONO #1	663	39	26	36	25	33	21	30	2403
TONO #2	374	22	0	0	52	61	0	0	1772
									0
<b>TOTALS</b>	<b>24741</b>	<b>1610</b>	<b>231</b>	<b>299</b>	<b>119</b>	<b>154</b>	<b>107</b>	<b>132</b>	<b>14007</b>

## MONTHLY VEHICLE REPORT SUMMARY DECEMBER 2009

ROUTE:	MILEAGE:		STUDENT HAUL COUNTS:				MONTH TOTAL STUDENT HAUL
	MONTH TOTAL	DAILY AVG	K-5 AVG	K-5 PEAK	6-12 AVG	6-12 PEAK	
2B	1405	100	45	48	48	60	2639
3C	1106	79	63	68	55	67	3295
4H	948	68	48	50	44	50	2574
5J	896	64	34	30	55	63	2488
6M	1232	88	43	48	40	60	2320
7O	1204	86	42	52	42	47	2365
8P	1012	72	20	25	55	63	2093
9Q	1064	76	40	52	35	39	2088
10L	1162	83	36	30	44	49	2240
11	1157	113	N/A	N/A	63	71	1777
12S	1358	97	51	59	40	65	2554
13V	1591	114	44	57	50	56	2617
14	1422	102	N/A	N/A	30	33	778
15	993	71	N/A	N/A	59	65	1642
16R	1386	99	50	57	44	53	2625
17N	1206	86	32	38	47	52	2204
18	1079	77	N/A	N/A	48	53	1355
20D	1148	82	44	46	47	55	2583
21	825	59	N/A	N/A	32	39	886
22E	1055	75	44	48	48	61	2679
23I	940	67	39	46	39	50	2196
24	563	40	N/A	N/A	42	49	1165
25Y	896	64	48	54	26	32	2083
26U	1232	88	59	52	33	38	2128
27W	1375	98	41	51	42	50	2320
28X	1734	124	35	45	37	46	2035
29	518	37	N/A	N/A	37	45	1037
30F	1022	73	49	26	36	40	1528
31T	1050	75	34	44	29	33	1756
32SC	1133	81	5	5	47	57	1437
33A	1386	99	27	34	22	30	1365
<b>TOTALS</b>	<b>35098</b>	<b>2537</b>	<b>973</b>	<b>1065</b>	<b>1316</b>	<b>1571</b>	<b>62852</b>

**MONTHLY VEHICLE REPORT SUMMARY Special Education December 2009**

ROUTE	MONTHLY MILEAGE	AVERAGE MILEAGE (per day)	Average # of Students:				MONTH TOTAL STUDENT HAUL
			K-5 (per day)	K-5 High Peak	6-12 (per day)	6-12 High Peak	
41	1764	126	5	6	6	7	313
42	1369	98	9	11	5	6	306
43	1400	100	7	8	5	5	322
44	1358	97	4	6	7	8	315
45	1738	124	8	10	5	6	370
46	1516	108	4	5	5	7	237
47	1879	134	6	7	5	7	305
51	953	87	5	12	N/A	N/A	162
52	979	89	11	17	N/A	N/A	354
53	803	73	13	22	N/A	N/A	433
54	1287	117	8	14	N/A	N/A	278
55	1412	128	5	9	N/A	N/A	182
11	N/A	N/A	1	1	N/A	N/A	24
<b>TOTALS</b>	<b>16458</b>	<b>1281</b>	<b>86</b>	<b>128</b>	<b>38</b>	<b>46</b>	<b>3681</b>

<b>North Route Summary Sheet</b>									
MONTH OF: DECEMBER 2009									
	TOTAL	AVG DLY:	AVG	PEAK	AVG	PEAK	AVG	PEAK	MONTH TOTAL
ROUTE:	MILEAGE:	MILEAGE:	K-5	K-5	6-8	6-8	9-12	9-12	STUDENT HAUL
AMAR #1	1116	80	37	45	0	0	0	0	1030
AMAR #2	1526	109	24	44	13	34	10	11	1095
AMAR #3	832	59	37	47	10	10	0	0	1292
AMAR #4 (van)	2044	146	1	1	0	0	0	0	26
AMAR E/C	n/a	n/a	5	13	0	0	0	0	198
BEATTY #1	3155	346	0	0	0	0	31	34	845
BEATTY #2	3101	222	5	6	0	0	36	54	1128
BEATTY E/C	0	0	0	0	0	0	0	0	0
EUREKA	1872	144	3	3	9	7	0	0	135
DCKWTR #1	1564	112	10	12	4	4	1	1	425
DCKWTR E/C	n/a	n/a	2	2	0	0	0	0	42
GABBS #1	1680	120	10	12	3	4	8	8	526
YOMBA ACTVY	502	84	0	0	1	1	3	5	26
RND MTN #1	1771	161	15	18	3	4	4	6	448
RND MTN #2	2090	190	32	38	9	12	9	13	1086
RND MTN E/C	n/a	n/a	2	3	0	0	0	0	37
TONO #1	628	45	24	35	28	33	24	34	2132
TONO #2	296	21	0	0	48	59	0	0	1367
<b>TOTALS</b>	<b>22177</b>	<b>1839</b>	<b>207</b>	<b>279</b>	<b>128</b>	<b>168</b>	<b>126</b>	<b>166</b>	<b>11838</b>

**MONTHLY VEHICLE REPORT SUMMARY**  
**JANUARY 2010**

<u>ROUTE:</u>	<u>MILEAGE:</u>		<u>STUDENT HAUL COUNTS:</u>				<u>MONTH TOTAL</u>
	<u>MONTH TOTAL</u>	<u>DAILY AVG</u>	<u>K-5 AVG</u>	<u>K-5 PEAK</u>	<u>6-12 AVG</u>	<u>6-12 PEAK</u>	<u>STUDENT HAUL</u>
2B	1836	102	44	53	46	51	3363
3C	1386	77	67	82	57	63	4445
4H	1221	68	50	60	42	48	3326
5J	1125	63	35	51	59	63	3353
6M	1530	85	53	50	41	45	3033
7O	1548	86	45	50	45	50	3265
8P	1374	76	23	29	57	67	3002
9Q	1368	76	45	54	35	40	2897
10L	1479	82	40	52	47	54	3138
11	1706	95	0	0	63	69	2269
12S	1692	94	53	60	47	51	3602
13V	1952	108	53	62	52	60	3992
14	1871	104	0	0	28	31	1027
15	1332	74	0	0	65	71	2343
16R	1767	98	53	60	41	48	3389
17N	1512	84	35	39	50	51	3024
18	1477	82	0	0	49	52	1727
20D	1656	92	45	52	48	55	3343
21	975	54	0	0	33	40	1183
22E	1386	77	41	49	53	61	3386
23I	1152	64	41	50	37	44	2786
24	619	34	0	0	48	58	1726
25Y	1519	84	49	55	27	34	2722
26U	1422	79	44	51	31	35	2713
27W	1770	98	41	49	47	52	3141
28X	2232	124	35	41	40	46	2650
29	660	37	0	0	34	44	1230
30F	1518	84	22	28	43	52	2331
31T	1477	82	32	39	30	37	2331
32SC	1530	85	5	5	46	53	1816
33A	1805	100	24	30	21	26	1618
<b>TOTALS</b>	<b>45897</b>	<b>2548</b>	<b>975</b>	<b>1151</b>	<b>1362</b>	<b>1551</b>	<b>84171</b>



**MONTHLY VEHICLE REPORT SUMMARY**  
**Special Education January 2010**

<u>ROUTE:</u>	<u>MONTHLY MILEAGE:</u>	<u>AVERAGE MILEAGE:</u>  (per day)	<u>Average # of Students:</u>				<u>MONTH TOTAL STUDENT HAUL</u>
			<u>K-5</u>  (per day)	<u>K-5 High Peak</u>	<u>6-12</u>  (per day)	<u>6-12 High Peak</u>	
41	2282	127	7	9	5	6	467
42	1884	105	10	11	6	7	558
43	1612	90	7	8	5	6	435
44	2178	121	5	6	6	7	379
45	2250	125	11	12	6	6	595
46	1818	101	4	5	5	6	296
47	2433	135	6	7	5	7	401
51	1211	86	6	12	0	0	256
52	1231	88	10	18	0	0	429
53	1320	73	13	23	0	0	565
54	1497	107	8	14	0	0	427
55	1853	132	6	10	0	0	261
11	n/a	n/a	1	1	0	0	21
<b>TOTALS</b>	<b>21569</b>	<b>1290</b>					<b>5090</b>



## Nye County School District Character Trait of the Month - February COOPERATION

### HOW TO BE A COOPERATIVE PERSON

Dale Norton  
Assistant Superintendent  
Department for  
Character Education

Volume 2, Issue 6

- ✓ **LISTEN** carefully to others and be sure you understand what they are saying.
- ✓ **SHARE** when you have something that others would like to have.
- ✓ **TAKE TURNS** when there is something that nobody wants to do, or when more than one person wants to do the same thing.
- ✓ **COMPROMISE** when you have a serious conflict.
- ✓ **DO YOUR PART** the very best that you possibly can. This will inspire others to do the same.
- ✓ **SHOW APPRECIATION** to people for what they contribute.
- ✓ **ENCOURAGE PEOPLE** to do their best.
- ✓ **MAKE PEOPLE FEEL NEEDED.** Working together is a lot more fun that way.
- ✓ **DON'T ISOLATE OR EXCLUDE ANYONE.** Everybody has something valuable to offer, and nobody likes being left out.



#### Inside this issue:

Tyranny of the Minority	2
Influence and Cooperation	2
Historical Example of Cooperation	3
Teaching Cooperation	3
Activities Page	4

Copyright Elkind+Sweet Communications / Live Wire Media.  
Reprinted by permission. Copied from [www.GoodCharacter.com](http://www.GoodCharacter.com).

Newsletter created by:  
Linda Reed, Secretary  
Department for  
Character Education

## Tyranny of the Minority

According to a survey of parents, 93 percent want schools to teach basic values like honesty and respect. The problem is, schools are left to contend with the 7 percent who disagree. In any enterprise that seeks to avoid conflict and find consensus, that small minority may often dictate policy.

Too often, aggressive objectors bully administrators into quick surrender with the threat of contentious and prolonged opposition. This has created a tyranny of the minority. The way it works is that 5 percent make so much noise that they seem like 25 percent, and when it comes to a decision, they're treated as if they were 55 percent.

I strongly support the right of all people to speak their minds and the corollary duty of administrators to listen to and consider what everyone has to say. My concern is, we seem to have elevated the right to be heard into a right to win. We seem to be turning the basic democratic principle of "the majority rules" upside down so that "the minority controls." That's

not how democracy's supposed to work.

Of course, the will of the majority never should be allowed to trample basic human rights of a minority. But I'm not talking about persecution or discrimination. I'm talking about how we deal with disagreements.

Just as we must always guard against oppressive majority opinions, we must also guard against dictatorial minority philosophies. That means we need leaders who have the moral courage to stand up to those who would thwart the will of the majority with demands, protests, and backdoor politicking.

We also need more people who are willing to lose and subject their personal preferences to the will of the majority. Democracy requires respect from all sides.

This is Michael Josephson reminding you that character counts

**Cooperation defined:  
To work together to  
reach a common goal.**

**cooperation**



**makes beautiful music.**

## Influence and Cooperation

The real objective of influence is gaining cooperation.

We all want a reason to cooperate. That's just, well, reasonable.

Consider this sequence when you seek cooperation:

### 1. State Your Intentions Up Front

It's easier for people to listen when they know what you'll be asking for. They have context for what follows and a little "box" into which to filter the discussion. And they're not concerned about anything hidden.

### 2. Explain Your Reasons. Why?

**Because.**

When you connect your request with a reason why, you increase your chances for a "Yes". In fact, in an experiment conducted with people in line at a photocopy machine, the simple act of saying, "I need to get in front of you because I am in a hurry" gained the cooperation of a significant number of people. Other "because" statements had a similar effect.

Make "because" an important part of

every request. Because it is.

### 3. Emphasize in clear words what you want to happen.

The mind abhors a vacuum. Fuzzy concepts or indirectness forces people to create--and connect--their own dots.

Be smart. Use specific language that leaves no doubt about the action desired.

## Historical Example of Cooperation

The beginning of the Civil Rights Movement in the United States is often cited as the day Rosa Parks, an unknown seamstress, refused to give up her seat on a bus to a white person, December 1, 1955. The bus incident led to the formation of the Montgomery Improvement Association, led by the young pastor of the Dexter Avenue Baptist Church, Dr. Martin Luther King, Jr. The association called for a boycott of the city-owned bus company. The boycott lasted 382 days and brought Mrs. Parks, Dr. King, and their cause to



the attention of the world. A Supreme Court Decision struck down

the Montgomery ordinance under which Mrs. Parks had been fined, and outlawed racial segregation on public transportation.

[www.achievement.org/autodoc/page/Obio](http://www.achievement.org/autodoc/page/Obio)

## Teaching Cooperation

Why do some children seem willing to cooperate while others do not? In fact, children *learn* to be cooperative and helpful. They do not become that way automatically. They have to learn to work with others by sharing materials and information. Children have to learn how to make someone else's work or play easier. This learning takes place slowly, but the foundations can be laid early in life.

Here are some things parents and caregivers can do that will set the stage for the development of cooperation:

**1. Be a model.** This is one of the best ways to teach cooperation because children imitate the actions of people who are important to them. If young children see parents and other adults cooperating with others, they will be more willing to do the same. When

a parent helps a neighbor move an air conditioner, or takes a casserole to the new family next-door, he or she is setting an example that is seen by children

and recorded for future reference.

**2. Provide other models of good behavior.** Children are exposed to lots of models other than parents, including television, movies, books, recordings, and videogames. Make an effort to screen these media and choose those that show good friendships, unselfish giving, or acts of kindness.

**3. Give suggestions and reasons.**

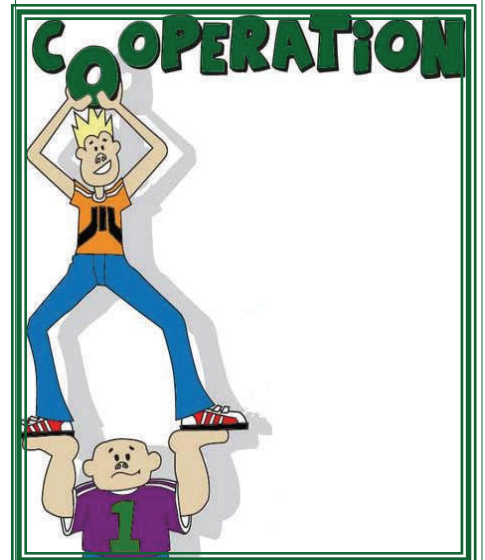
One of the reasons adults sometimes fail to help is that they do not know what to do or how to do it.

Don't expect a child to automatically know how to do anything without specific, concrete suggestions. For example, tell a 5-year-old: "Joan, push the door and hold it open for Mrs. Stanley. She's having trouble doing that and pulling the grocery cart, too."

A 4-year-old is more likely to help if you say: "I want you to help me set the table because I have to finish the salad. Here are the plates. Put a napkin, a

knife and a fork next to each plate—like this." Giving reasons along with suggestions helps children understand why another person needs their help and makes them more willing to cooperate.

**4. Assign age-appropriate but real responsibilities.** We usually get what we expect from children and they need to know that we expect them to take an active part in the work of the



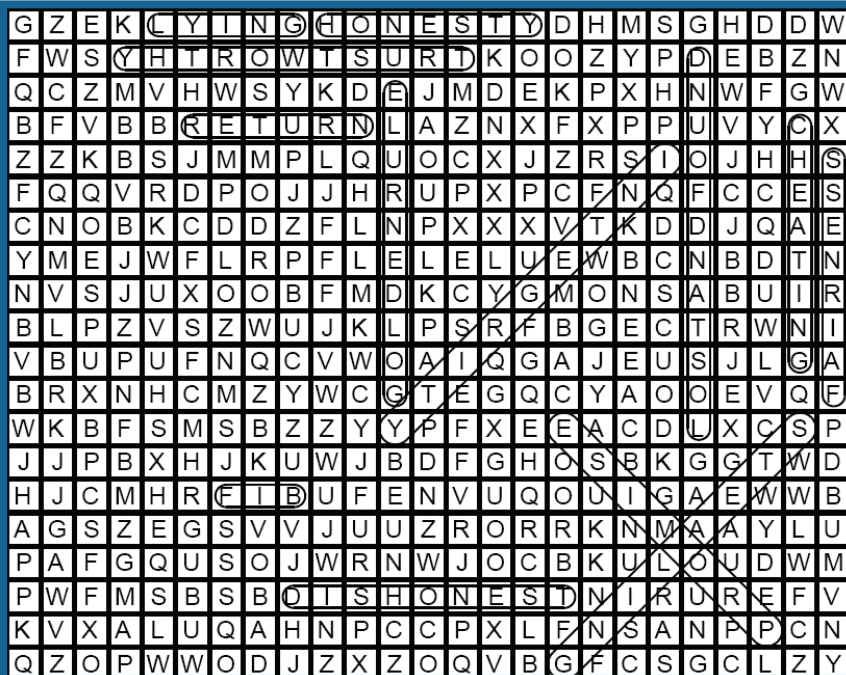
# February Activities Page

## WRITING ASSIGNMENTS

1. Think of a really good experience you had as a member of a group. What made it good? Think of a bad experience. What made it bad? What can you learn from the comparison?
2. Are you a cooperative person? For each of the cooperative behaviors listed at the top of this column, rate yourself on a scale of one to five (1=awful, and 5=terrific). For each of these behaviors give an example of how you are either good at it or not so good at it, and what you could do to improve.
3. Describe a time you had difficulty cooperating. What made it difficult? What did you do about it? Is there something you could have done that would have made it easier?

Copyright Elkind+Sweet Communications / Live Wire Media.  
Reprinted by permission. Copied from [www.GoodCharacter.com](http://www.GoodCharacter.com).

## Solution to January's Word Search



### Books about Cooperation

- The Chocolate Train  
by: Joanne Kornfeld Ages 4-8
- Getting Past No - Negotiating Your Way from Confrontation to Cooperation  
by: William Ury
- Ready to Use Social Skills & Activities  
by: Ruth Weltmann Begun  
Ages 7-12

### Movies involving Cooperation

- October Sky (1999) Age 10+ PG  
Director: Joe Johnston
- Remember the Titans (2000) 11+ PG  
Director: Boaz Yakin

## 2010 BOARD OF TRUSTEE COMMITTEE ASSIGNMENTS

NASB Director	*Mr. Tokerud
Legislative Representative	*Mr. Keating
Debt Management Commission Representative	*Mrs. Ward
Parks & Recreation Representative	*Mrs. Forsgren

The following are 2009 assignments yet to be made for 2010:

Policy Committee	Mr. Pape, Mr. Tokerud & Mrs. Ward
Insurance Committee	Mrs. Forsgren
United Way Board of Directors	Mr. Tokerud
Sick Leave Bank	Mr. Keating
Attendance Committee	Mrs. Ward
SB-289 Crisis Management Committee	Mr. Tokerud
Construction Committee	Mr. Floyd, Mr. McNeely & Mr. Tokerud
Career & Technical Skills Committee	Mr. Floyd
District Improvement Plan Committee	Mr. Pape
Liaison to Regional Planning Commission	Mrs. Ward
Capital Improvements Advisory Committee	Mr. Keating & Mr. Pape

*\*Appointed 2/1/10*

*Last updated 2/2/10*

<b>2009-10 NCSD BOARD MEETING CALENDAR</b>			
<b>DATE</b>	<b>TIME</b>	<b>LOCATION</b>	<b>AGENDA CLOSES AT NOON ON</b>
Monday, July 27, 2009	6:30 p.m.	Videoconference	Thursday, July 16, 2009
Monday, Aug. 17, 2009	6:30 p.m.	Videoconference	Thursday, August 6, 2009
Monday, Sept. 14, 2009	5:30 p.m.	Duckwater	Thursday, Sept. 3, 2009
Monday, Oct. 5, 2009	6:30 p.m.	Videoconference	Thursday, Sept. 24, 2009
Monday, Oct. 26, 2009	5:30 p.m.	Gabbs	Thursday, Oct. 15, 2009
Monday, Nov. 16, 2009	6:30 p.m.	Videoconference	Thursday, Nov. 5, 2009
Monday, Dec. 14, 2009	6:00 p.m.	Beatty	Thursday, Dec. 3, 2009
Monday, Jan. 11, 2010	6:30 p.m.	Videoconference	Monday, Jan. 4, 2010
Monday, Feb. 1, 2010	6:00 p.m.	Amargosa	Thursday, Jan. 21, 2010
Monday, Feb. 22, 2010	6:30 p.m.	Videoconference	Thursday, Feb. 11, 2010
Monday, March 8, 2010	6:00 p.m.	Tonopah	Thursday, Feb. 25, 2010
Monday, March 29, 2010	6:30 p.m.	Videoconference	Thursday, March 18, 2010
Monday, April 19, 2010	6:00 p.m.	Round Mountain	Thursday, April 8, 2010
*Wednesday, May 19, 2010	6:30 p.m.	Videoconference	Tuesday, May 11, 2010
Monday, June 21, 2010	6:30 p.m.	Videoconference	Thursday, June 10, 2010

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.

\*NRS 354.596 requires the Public Budget Hearing be held the 3rd Wed. of May

*Effective July 1, 2009*



**Raymond Ritchie**  
Chief Financial &  
Administrative Officer

# 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 St.  
Pahrump, Nevada 89048  
Phone 775-727-7743  
Fax 775-727-7768

## BOARD OF TRUSTEES

Harold Tokerud, President  
Mike Floyd, Vice-President  
Tracie Ward, Clerk  
Edna Forsgren  
Dennis Keating  
John McNeely  
Kevin Pape

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

February 4, 2010

## MEMORANDUM

39

TO: Board of Trustees  
FROM: Ray Ritchie, CFO  
SUBJECT: Appointment of Independent Auditor

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

Mr. McArthur's firm has worked with the district for many years. He and his staff are familiar with District policies, procedures and files. For these reasons, I recommend that Daniel C. McArthur be appointed to conduct the audit for the year ending June 30, 2010.

RR/kp

## RESOLUTION

**A RESOLUTION DESIGNATED AS THE "2010 SCHOOL IMPROVEMENT 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 OF THE DISTRICT; AUTHORIZING THE ISSUANCE OF THE NYE COUNTY SCHOOL DISTRICT, NEVADA, GENERAL OBLIGATION (LIMITED TAX) SCHOOL IMPROVEMENT BONDS, (PSF GUARANTEED) SERIES 2010A (TAXABLE DIRECT PAY BUILD AMERICA BONDS) AND SERIES 2010B (TAXABLE DIRECT PAY BUILD AMERICA BONDS); PROVIDING THE FORM OF THE BONDS AND FOR THEIR PAYMENT; PROVIDING OTHER DETAILS IN CONNECTION THEREWITH; AND PROVIDING THE EFFECTIVE DATE HEREOF.**

**WHEREAS**, the Nye County School District in the County of Nye and 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 provide for the debt service reserve required by NRS 350.020(5) 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 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, 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 (the "Proposal") as authorized at the November 7, 2006 general election (herein the "Bond Question"); and

**WHEREAS**, the Commission, pursuant to the Bond Commission Act, duly approved the Proposal by adoption of a resolution approving the Proposal; 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 for the Project; and

**WHEREAS**, the District is negotiating, with Robert W. Baird & Co., Incorporated (the "Underwriter"), the purchase of the "Nye County School District, Nevada General Obligation (Limited Tax) School Improvement Bonds (PSF Guaranteed), Series 2010A (Taxable Direct Pay Build America Bonds)" (the "2010A Bonds"), the "Nye County School District, Nevada General Obligation (Limited Tax) School Improvement Bonds, Series 2010B (Taxable Direct Pay Build America Bonds)" (the "2010B Bonds" and together with the 2010A Bonds, the "Bonds"); and

**WHEREAS**, the Director of Business Services as Chief Financial Officer of the District (the "Chief Financial Officer"), or in his absence the District's Superintendent, as the chief administrative officer of the District (the "Superintendent"), is authorized to sell the Bonds to the Underwriter and to accept the bond purchase agreement to be submitted by the Underwriter (the "Bond Purchase Agreement") for the purchase of the Bonds at a price equal to the principal amount of the Bonds (not to exceed \$20,000,000), plus any accrued interest on the Bonds from their date to the date of the delivery, plus a premium, or less a discount not

exceeding 9% of the principal amount of the Bonds, the Bonds to bear interest at the rates per annum provided in the Bond Purchase Agreement, which must not exceed 3% over the Index of Twenty Bonds most recently published in The Bond Buyer prior to the time the Bond Purchase Agreement is accepted, all as specified by the Chief Financial Officer, or in his absence the Superintendent, in the Bond Purchase Agreement dated on or before the date of delivery of the Bonds, and otherwise upon the terms and conditions provided in this Resolution; and

**WHEREAS**, pursuant to NRS 350.155(2), (3) and (4), a certificate of the District Superintendent, as chief administrative officer of the District and a report of the District's financial advisor have been submitted to the Board and are hereby approved; and

**WHEREAS**, NRS 387.513 to 387.528, inclusive (the "Guarantee Act") authorizes the use of money in the State Permanent School Fund to guarantee certain bonds issued by Nevada school districts; and

**WHEREAS**, pursuant to the Guarantee Act, the Board has applied to the State Treasurer for a guarantee of the 2010A Bonds not to exceed \$15,270,000, to be set forth in the Bond Purchase Agreement (the "Guaranteed Bonds"), and such guarantee was approved by the State Board of Finance; 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 "2010 School Improvement Bond Resolution" (the "Resolution")

Section 2. **Acceptance of Bond Purchase Agreement.** The Superintendent or the Chief Financial Officer is authorized to accept the Bond Purchase Agreement submitted by the Underwriter, 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 toward the Project and 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 Underwriter and the preparation, distribution and execution of the Preliminary Official Statement for the Bonds and a Final Official Statement in connection with the sale of the Bonds.

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 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 Improvement Bonds (PSF Guaranteed), Series 2010A (Taxable Direct Pay Build America Bonds)" in the aggregate principal amount to be specified in the Bond Purchase Agreement (not to exceed \$15,270,000) and "Nye County School District, Nevada General Obligation (Limited Tax) School Improvement Bonds, Series 2010B (Taxable Direct Pay Build America Bonds)" in the aggregate principal amount to be specified in the Bond Purchase Agreement to not exceed \$4,730,000.

Section 12. **Bond Details.** Each series of Bonds shall be issued in fully registered form and shall be dated as of the date of delivery of the series of Bonds. Except as provided in Section 16 hereof, each series of Bonds shall be issued in denominations of \$5,000 and any integral multiple thereof. The Bonds shall bear interest (calculated on the basis of a 360 day year consisting of twelve 30 day months) at the rates shown in the Bond Purchase Agreement, from their date until their respective fixed maturity dates, payable on May 1 and November 1 of each year commencing on November 1, 2010, except that Bonds which are reissued upon transfer, exchange or other replacement shall bear interest from the most recent interest payment date to which interest has been paid or duly provided for, or if no interest has been paid, from the date of the Bonds. The Bonds shall mature on the dates and in the amounts as set forth in the Bond Purchase Agreement (not to exceed 25 years from the date of delivery of the Bonds).

Except as otherwise provided in the State Permanent School Fund Guarantee Agreement authorized in Section 41 hereof with respect to the Guaranteed Bonds (the "Guarantee Agreement"), the principal of any Bond shall be payable to the registered owner thereof as shown on the registration records kept by Wells Fargo Bank, N.A., or its successor as Registrar (the "Registrar"), upon maturity thereof and upon presentation and surrender at the corporate trust office of the Wells Fargo Bank, N.A., as Paying Agent (the "Paying Agent") or such other office as designated by the Paying Agent. If any Bond shall not be paid upon

presentation and surrender at or after maturity, it shall continue to draw interest at the interest rate borne by said Bond until the principal thereof is paid in full.

Except as provided in Section 16 hereof and except as otherwise provided in the Guarantee Agreement with respect to the Guaranteed Bonds, payment of interest on any Bond shall be made to the registered owner thereof by check or draft mailed by the Paying Agent on each interest payment date (or, if such interest payment date is not a business day, on the next succeeding business day), to the registered owner thereof at his address as shown on the registration records kept by the Registrar at the close of business on the fifteenth day of the calendar month preceding such interest payment date (the "Regular Record Date"); but any such interest not so timely paid or duly provided for shall cease to be payable to the person who is the registered owner thereof at the close of business on the Regular Record Date and shall be payable to the person who is the registered owner thereof at the close of business on a special record date for the payment of any such defaulted interest (a "Special Record Date"). Such Special Record Date shall be fixed by the Registrar whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date shall be given to the registered owners of the Bonds not less than ten days prior thereto by first class mail to each such registered owner as shown on the Registrar's registration records on a date selected by the Registrar, stating the date of the Special Record Date and the date fixed for the payment of such defaulted interest. As provided in the Guarantee Agreement, the Paying Agent shall immediately notify the State Treasurer if the Paying Agent has not received the scheduled debt service payment on the Guaranteed Bonds at least 5 business days prior to the scheduled debt service payment date. The Paying Agent may make payments of interest on any Bond by such alternative means as may be mutually agreed to between the owner of such Bond and the Paying Agent (provided, however, that the District shall not be required to make funds available to the Paying Agent prior to the due dates of interest and principal, respectively). All such payments shall be made in lawful money of the United States of America.

Section 13. **Redemption**. A. **Optional Redemption**. Each series of Bonds, or portions thereof, maturing on and after the date set forth in the Bond Purchase Agreement may be subject to redemption prior to their respective maturities, at the option of the District on and after the date set forth in the Bond Purchase Agreement, in whole at any time or in part at any time, from such maturities as are selected by the District, and if less than all of the series of Bonds of a maturity are to be redeemed, the Bonds of such maturity are to be redeemed by lot

within a maturity, in such other manner as the Paying Agent may determine, at a price equal to the principal amount of each Bond or portion thereof so redeemed, accrued interest thereon to the redemption date, and a premium, if any, as set forth in the Bond Purchase Agreement.

B. Mandatory Sinking Fund Redemption. The Bonds maturing on the dates specified in the Bond Purchase Agreement, if any (the "Term Bonds"), are subject to mandatory sinking fund redemption at a redemption price equal to 100% of the principal amount thereof and accrued interest to the redemption date. As and for a sinking fund for the redemption of those Term Bonds there shall be deposited into the Principal Account on or before the dates designated in the Bond Purchase Agreement, a sum which, together with other moneys available therein is sufficient to redeem the Term Bonds on the dates and in the principal amounts provided in the Bond Purchase Agreement. Term Bonds being redeemed in part will be selected by lot in such manner as the Registrar may determine.

Not more than 60 days nor less than 30 days prior to the sinking fund payment dates for the Term Bonds, the Registrar shall proceed to select for redemption (in the manner described above) from all outstanding Term Bonds, a principal amount of the Term Bonds equal to the aggregate principal amount of Bonds redeemable with the required sinking fund payments, and shall call such Term Bonds or portions thereof for redemption from the sinking fund on the next principal payment date, and give notice of such call as provided in Subsection D of this Section.

At the option of the Board to be exercised by delivery of a written certificate to the Registrar not less than sixty days next preceding any sinking fund redemption date, it may (i) deliver to the Registrar for cancellation Term Bonds or portions thereof (\$5,000 or any integral multiple thereof) in an aggregate principal amount desired by the Board or, (ii) specify a principal amount of Term Bonds or portions thereof (\$5,000 or any integral multiple thereof) which prior to said date have been redeemed (otherwise than through the operation of the sinking fund) and canceled by the Registrar and not theretofore applied as a credit against any sinking fund redemption obligation. Each Term Bond or portion thereof so delivered or previously redeemed which is a part of the maturity which would be subject to mandatory redemption on the following principal payment date shall be credited by the Registrar at 100% of the principal amount thereof against the obligation of the Board on the sinking fund redemption dates and any excess shall be so credited against future sinking fund redemption obligations in such manner as the Board determines. In the event the Board shall avail itself of the provisions of clause (i) of

the first sentence of this paragraph, the certificate required by the first sentence of this paragraph shall be accompanied by the respective Term Bonds or portions thereof to be canceled, or in the event the Term Bonds are registered in the name of Cede & Co., as provided in Section 16 of this Resolution, the certificate required by the first sentence of this paragraph shall be accompanied by such direction and evidence of ownership as is satisfactory to The Depository Trust Company.

C. Extraordinary Redemption. The 2010A Bonds may be subject to extraordinary redemption prior to their respective maturities, as set forth in the Bond Purchase Agreement, at the option of the District at the redemption price, upon the occurrence of an Extraordinary Event (defined below), in whole or in part at any time from any maturities selected by the Authority and by lot within a maturity, at a redemption price computed in accordance with the schedule set forth in the Bond Purchase Agreement; provided, however, that if any time such redemption price is a price that exceeds the price the District can legally agree to pay to redeem 2010A Bonds under the provisions of State law, the District shall not have an option to redeem 2010A Bonds at that time pursuant to the provisions of this Subsection C. For the purposes of this Subsection C, Extraordinary Event means:

(1) a material adverse change has occurred to Section 54AA or 6431 of the Internal Revenue Code of 1986, as amended (the "Tax Code"),

(2) there is any guidance published by the Internal Revenue Service or the United States Treasury with respect to such Sections, or

(3) any other determination by the Internal Revenue Service or the United States Treasury, which determination is not the result of a failure of the District to satisfy the requirements of Section 28 hereof,

and as a result thereof, the BAB Credit (as defined in Section 28 hereof) expected to be received with respect to the 2010A Bonds is eliminated or reduced, as reasonably determined by the Chief Financial Officer, which determination shall be conclusive.

D. Notice of Prior Redemption. Unless waived by any registered owner of a Bond to be redeemed, notice of prior redemption shall be given by the Registrar, by certified or registered mail as long as Cede & Co. is registered owner of the Bonds and otherwise by first-class mail, at least 30 days but not more than 60 days prior to the Redemption Date to the Municipal Securities Rulemaking Board ("MSRB"), the State Treasurer, the insurer of the Bonds, if any, and to the registered owner of any Bond (initially Cede & Co.) 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. The notice shall identify the Bonds and state that on such date the principal amount thereof will become due and payable at the Paying Agent (accrued interest to the Redemption Date being payable by mail or as otherwise provided in this Resolution), and that after such Redemption Date interest will cease to accrue. After such notice and presentation of said Bonds, the Bonds called for redemption will be paid. Actual receipt of mailed notice by the MSRB, the State Treasurer, the insurer of the Bonds, if any, or any registered owner of Bonds shall not be a condition precedent to redemption of such Bonds. Failure to give such notice by mailing to the MSRB, the State Treasurer, the insurer of the Bonds, if any, or 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 conditioned 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.** Except as otherwise provided in Section 16 hereof:

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 Bonds of a like aggregate principal amount and of the same maturity bearing a number or numbers not previously assigned. Bonds may be exchanged at the Registrar for an equal aggregate principal amount of Bonds of the same maturity of other authorized denominations, as provided in Section 12 hereof. The Registrar shall authenticate and deliver the Bond or Bonds which the registered owner making the exchange is entitled to receive, bearing number or numbers not previously assigned. Such transfers and exchanges of Bonds shall be without charge to the owner or any transferee, but the Registrar shall require the payment by the owner of any Bond requesting exchange or transfer, of any tax or other governmental charge required to be paid with respect to such exchange or transfer.

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 (except to the extent otherwise provided in Section 12 hereof with respect to interest payments) 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, but such registration may be changed upon transfer of such Bond in the manner and subject to the conditions and limitations provided herein. 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 or Bonds of a like aggregate principal amount and of the same maturity, bearing a number or numbers not previously assigned. If such lost, stolen, destroyed, or mutilated Bond shall have matured, the Registrar may direct that such Bond be paid by the Paying Agent in lieu of replacement.

D. Whenever any 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, and counterparts of a certificate of such cancellation shall be furnished by the Paying Agent or Registrar to the District, upon request.

Section 16. **Use of Depository**. A. Notwithstanding the foregoing provisions of Sections 12 through 15 of this Resolution, each series of Bonds shall initially be evidenced by one Bond for each amount of principal coming due, in a denomination equal to the amount of principal of the series of Bonds coming due in each year. Such initially delivered Bonds shall be registered in the name of "Cede & Co." as nominee for The Depository Trust Company, the depository for the Bonds. The Bonds may not thereafter be transferred or exchanged except:

(1) To any successor of The Depository Trust Company or its nominee which successor must be both a "clearing corporation" as defined in NRS 104.8102, and a qualified and registered "clearing agency" under Section 17A of the Securities Exchange Act of 1934, as amended;

(2) Upon the resignation of The Depository Trust Company or a successor or new depository under clause (1) or this clause (2) of this Subsection A or a determination by the Board that The Depository Trust Company or such successor or new depository is no longer able to carry out its functions and the designation by the Board of another depository institution, acceptable to the Board which must be both a "clearing corporation" as defined in NRS 104.8102 and a qualified and registered "clearing agency" under Section 17A of the Securities Exchange Act of 1934, as amended, to carry out the functions of The Depository Trust Company or such successor or new depository; or

(3) Upon the resignation of The Depository Trust Company or a successor depository or new depository under clause (1) or (2) of this Subsection A or a determination by the Board that The Depository Trust Company or such successor or new depository is no longer able to carry out its functions and the failure by the Board, after reasonable investigation, to locate another qualified depository institution acceptable to the Board under clause (2) to carry out the functions of The Depository Trust Company or such successor or new depository.

B. In the case of a transfer to a successor of The Depository Trust Company or its nominee as referred to in clause (1) of subsection A hereof or in the case of designation of a new depository pursuant to clause (2) of subsection A hereof upon receipt of the outstanding Bonds by the Registrar, together with written instructions for transfer satisfactory to the Registrar, a single new Bond shall be issued to such successor or new depository, as the case may be, for each maturity of the Bonds then outstanding, registered in the name of such successor or new depository, as the case may be, or its nominee, as is specified in such written

transfer instructions. In the case of a determination under clause (3) of subsection A hereof and the failure, after reasonable investigation to locate another depository institution for the Bonds acceptable to the Board and upon receipt of outstanding Bonds by the Registrar together with written instructions for transfer satisfactory to the Registrar, new Bonds shall be issued in the denominations of \$5,000 or any integral multiple thereof, as provided in and subject to the limitations of Section 12 hereof, registered in the names of such persons, and in such denominations as are requested in such written transfer instructions; however, the Registrar shall not be required to deliver such new Bonds within a period of less than 60 days from the date of receipt of such written transfer instructions.

C. The District shall be entitled to treat the registered owner of any Bond as the absolute owner thereof for all purposes of this resolution and any applicable laws notwithstanding any notice to the contrary received by the Registrar or the District and the District shall have no responsibility for transmitting payments to the beneficial owners of the Bonds held by The Depository Trust Company or any successor or new depository named pursuant to subsection A hereof.

D. The District and the Registrar shall endeavor to cooperate with The Depository Trust Company or any successor or new depository named pursuant to clause (1) or (2) of subsection A hereof in effectuating payment of the Bond Requirements of the Bonds by arranging for payment in such a manner that funds representing such payments are available to the depository on the day they are due.

Section 17. **Execution of Bonds.** The Bonds shall be executed as follows:

A. **Filings with Secretary of State.** Pursuant to NRS 350.638, as amended, and to the act cited as the Uniform Facsimile Signatures of Public Officials Act, cited as chapter 351 of NRS, and 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 District 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.** Each 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 District Treasurer; shall be authenticated with the manual or facsimile

impression of the official seal of the District; and each Bond shall be signed, executed, and attested with such a manual or facsimile of the signature of the Clerk.

C. **Authentication.** No Bond shall be valid or obligatory for any purpose unless the certificate of authentication thereon, substantially in the form hereinafter provided, has been duly manually executed by the Registrar. The Registrar's certificate of authentication shall be deemed to have been duly executed by it if manually signed by an authorized officer of the Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder. By authenticating any of the Bonds delivered pursuant to this Resolution, the Registrar shall be deemed to have assented to all of the provisions of this Resolution.

Section 18. **Use of Predecessor's Signature.** The Bonds bearing the signatures of the officers in office at the time of the signing thereof shall be the valid and binding obligations 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 District Treasurer, at the time of the execution of a signature certificate pertaining to the Bonds 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 any of the Bonds.

Section 19. **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 20. **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 21. **Bond Execution.** The President, the Clerk and the District Treasurer are hereby authorized and directed to prepare and to execute the Bonds as herein provided.

Section 22. **Registration.** Before any Bonds are delivered, they shall be registered by the Registrar. The Registrar shall maintain the registration records of the District for the Bonds showing the name and address of the registered owner of each Bond authenticated

and delivered, the date of authentication, the maturity of the Bond and its interest rate, principal amount and number.

Section 23. **Bond Delivery.** After such registration, in accordance with the terms of this Resolution, the Registrar shall cause the Bonds to be delivered to the Underwriter, upon due payment being made.

Section 24. **Bond Form.** Subject to the provisions of this Resolution, each Bond shall be, respectively, 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 Bond)

TRANSFER OF THIS BOND OTHER THAN BY REGISTRATION IS NOT EFFECTIVE

**NYE COUNTY SCHOOL DISTRICT, NEVADA  
GENERAL OBLIGATION (LIMITED TAX)  
SCHOOL IMPROVEMENT BOND  
[(PSF GUARANTEED) SERIES 2010A (TAXABLE DIRECT PAY BUILD AMERICA  
BONDS)]  
[SERIES 2010A (TAXABLE DIRECT PAY BUILD AMERICA BONDS)]**

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

**Interest Rate**                      **Maturity Date**                      **Dated As Of**                      **CUSIP**  
\_\_\_\_\_ % per                      May 1, \_\_\_\_\_                      \_\_\_\_\_, 2010  
**annum**

**REGISTERED OWNER: CEDE & CO.**

**PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS**

The Nye County School District in the County of Nye and State of Nevada (the "District", the "County", and the "State", respectively), hereby acknowledges itself indebted and for value received hereby promises to pay the Registered Owner above specified, the Principal Amount specified above, on the Maturity Date specified above and to pay interest thereon on May 1 and November 1 of each year commencing on November 1, 2010, at the Interest Rate per annum specified above, until the principal sum is paid or payment has been provided therefor. This Bond will bear interest from the most recent interest payment date to which interest has been paid or provided for, or, if no interest has been paid, from the date of this Bond. The principal of this Bond is payable upon presentation and surrender hereof at the corporate trust office of the District's registrar and paying agent (the "Registrar" or the "Paying Agent"), presently Wells Fargo Bank, N.A., or at such other office as designated by the Paying Agent. Interest on this Bond will be paid on each interest 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") in the registration records of the District maintained by the Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such interest payment date (the "Regular Record Date"). Any such interest not so timely paid or duly provided for shall cease to be payable to the person who is the registered owner hereof at the close of business on the Regular Record Date and shall be payable to the person who is the registered owner hereof at the close of business on a Special Record Date for the payment of any defaulted interest. Such Special Record Date shall be fixed by the Registrar whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date shall be given to the registered owners of the Bonds of the series of which this is one (the "Bonds") not less than ten days prior thereto. If, upon representation 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.

\*The Bonds are issuable solely as fully registered Bonds in denominations of \$5,000 each or any integral multiple thereof and are exchangeable for fully registered Bonds of the same maturity in equal aggregate principal amounts and in authorized denominations at the aforesaid office of the Registrar (and Paying Agent), but only in the manner, subject to the limitations, and on payment of the charges provided in the resolution of the Board of Trustees of the Nye County School District (the "Board") adopted and approved on February 22, 2010 authorizing the issuance of the Bonds (the "Resolution").\*

\*\*This Bond may not be exchanged or transferred except in circumstances specified in Section 16 of the resolution of the Board of Trustees of the Nye County School District (the "Board") adopted and approved on February 22, 2010, authorizing the issuance of the Bonds (the "Resolution") and only at the times subject to payment of the charges specified in the Resolution.\*\*

\*\*Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co., or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein\*\*.

The Bonds maturing on and after the date set forth in the Bond Purchase Agreement are subject to prior redemption on and after the date set forth in the Bond Purchase Agreement in whole or in part at any time, from such maturities as are selected by the District, and if less than all of the Bonds of a maturity are to be redeemed, the Bonds of such maturity are to be redeemed by lot within a maturity, in integral multiples of \$5,000, at the option of the District, at a price equal to the principal amount of each Bond or portion thereof so redeemed, accrued interest thereon to the redemption date, and a premium, if any, as set forth in the Bond Purchase Agreement.

[Certain of the Bonds are subject to mandatory sinking fund redemption as provided in the Bond Resolution and the Bond Purchase Agreement.] The Bonds are subject to extraordinary redemption as set forth in the Bond Resolution and the Bond Purchase Agreement. [The Bonds have been guaranteed by the State Permanent School Fund pursuant to the provisions of NRS 387.513 through 387.528.]

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

\*This Bond is fully transferable by the registered owner hereof in person or by his duly authorized attorney on the registration records kept by the Registrar upon surrender of this Bond together with a duly executed written instrument of transfer satisfactory to the Registrar. Upon such transfer a new fully registered Bond of authorized denomination or denominations of the same aggregate principal amount and maturity will be issued to the transferee in exchange for this Bond, subject to such terms and conditions as set forth in the Resolution.\*

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 (except to the extent otherwise provided herein and in the Resolution with respect to the Regular and Special Record Dates for the payment of interest) 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 of the District, 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 Nevada Revised Statutes ("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, 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.





(Form of Assignment for Bonds)

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(s) guarantee should be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program:

\_\_\_\_\_  
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 Section 240.17Ad-15(a)(2).

(End of Form of Assignment for Bonds)



Section 25. **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, if needed to satisfy the requirements of NRS 350.020(5), an amount equal to not greater than 10 percent of the proceeds of the Bonds issued for purposes of the Project (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 Improvement Bonds Debt Service Reserve Account" (the "Reserve Account") to be held within the District's debt service fund, 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 or any other capital improvement projects of the District.

B. Second, the balance remaining after the deposits required by Subsection A(1) of this Section as provided above shall be set aside in a special account designated as the "Nye County School District, Nevada 2010 Construction Account" (the "2010 Construction Account"), to be used to pay the costs of the Project, the costs of issuance of the Bonds (not to exceed two percent of the principal amount of the 2010 Bonds) and the costs of rebates to the United States under Section 148 of the Tax Code, which the Board hereby determines are necessary and desirable and appertain to the Project.

After the completion of the Project or after adequate provision therefor is made, pursuant to NRS 350.650 and to the extent permitted by Section 28 hereof, 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 of any accrued interest on the Bonds and after the deposit into 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 26. **Use of Investment Gain.** Pursuant to NRS 350.658, any gain from any investment and any reinvestment of any proceeds of the Bonds shall be deposited promptly upon the receipt of such gain at any time or from time to time into the 2010 Construction Account to defray, in part, the costs of the Project; or if adequate provision therefore has been made, and if consistent with the covenant in Section 28 hereof, any remaining gain from the Bonds shall be deposited into the Principal Account or Interest Account for the respective payment of the principal of or interest on the Bonds or the General Fund, 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 27. **Completion of the Project.** The District, with the proceeds derived from the sale of the Bonds and deposited in the 2010 Construction Account, shall proceed to complete the Project without delay and with due diligence to the best of the District's ability, as hereinabove provided. A contract or contracts for the Project shall be let as soon as practicable after the delivery of any Bonds except to the extent theretofore let, if theretofore let.

Section 28. **Tax Covenant.** The District hereby makes an irrevocable election that Section 54AA of the Tax Code shall apply to the Bonds and that subsection (g) of Section 54AA will also apply to the Bonds so that the District will directly receive the credit provided in Section 6431 of the Tax Code in lieu of any credit otherwise available to the Bond holders under section 54AA(a) of the Tax Code (the credit described in Section 6431 is herein, the "BAB Credit"). None of the holders of the Bonds shall be entitled to any credit under Section 54AA(a) of the Tax Code. The District covenants 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 project financed with the proceeds of the Bonds if such action or omission would cause the District to not be entitled to the BAB Credit with respect to the Bonds. 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 Tax Code have been met. The District shall timely file any document required by the Internal Revenue Service to be filed in order to claim the BAB Credit. Any BAB Credit received by the

District under Section 6431 of the Code with respect to the Bonds shall be deposited into the Interest Account hereinafter created, and used to pay interest on the Bonds or to reimburse the District for amounts it has used to pay that interest. The annual General Taxes for the payment of the interest on the Bonds may be diminished to the extent a BAB credit has been received, deposited in the Interest Account and is available.

Section 29. **Prevention of Bond Default.** Subject to the provisions of Sections 25, 28, 31 and 34 hereof, the District Treasurer shall use any Bond proceeds credited to the 2010 Construction Account and the Reserve 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 District Treasurer shall promptly notify the Board of any such use.

Section 30. **Underwriter 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 Underwriter 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 31. **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 Improvement Bonds, Series 2010 Interest Account" (the "Interest Account") and the "Nye County School District, Nevada, General Obligation (Limited Tax) School Improvement Bonds, Series 2010 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 2010, 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 revenues received by the District.

Section 32. **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 33. **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 District 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 34. **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 35. **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 36. **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 37. **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 38. **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. In the case of the 2010A Bonds, the District is obligated to contribute additional securities or monies to the escrow or trust if necessary to provide sufficient amounts to satisfy the payment obligations on the 2010A Bonds. The District shall immediately give written notice of any such defeasance of the Guaranteed Bonds to the State Treasurer and of any insured Bonds to the insurer of the Bonds, if any.

Section 39. **Replacement of Registrar or Paying Agent.** If the Registrar and Paying Agent hereunder shall resign, or if the Board shall reasonably determine that said Registrar or Paying Agent has become incapable of performing its duties hereunder or that it would be in the best interests of the District to appoint a new Registrar or Paying Agent hereunder, the Board may, upon notice to the State Treasurer and the insurer of the Bonds, if any, and 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 resignation or dismissal of the Registrar or Paying Agent 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 banking institution authorized to exercise trust powers. It shall not be required that the same institution serve as both a Registrar and Paying Agent hereunder, but the Board shall have the right to have the same person or 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 40. **Continuing Disclosure Undertaking.** The District covenants for the benefit of the holders and beneficial owners of the Bonds to comply with the provisions of the final Continuing Disclosure Certificate in substantially the form now on file with the Clerk, to be executed by the Superintendent or Chief Financial Officer and delivered in connection with the delivery of the Bonds.

Section 41. **Guarantee Agreement.** The Board hereby approves and authorizes the President to execute the State Permanent School Fund Guarantee Agreement between the District and the State Treasurer in substantially the form on file with the Superintendent with such changes, amendments or modifications as are approved by the State Treasurer and the President.

Section 42. **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 a majority of the Bondholders, the State Treasurer, or the insurer of the Bonds, if any, in connection with any other amendment.

B. No such amendment, unless consented to by the Bondholder 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 any priorities as between Bonds issued and outstanding under the provisions of this Resolution.

C. Copies of any amendments to this Resolution consented to by a majority of the Bondholders, the State Treasurer, or the insurer of the Bonds, if any, must be sent to Moody's Investors Service, Standard & Poor's Rating Services and Fitch.

Section 43. **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 Bonds, including, without limitation, the printing on each Bond (or attaching thereto) a statement of insurance, if applicable.

B. The execution and delivery of a representation letter, if necessary, to The Depository Trust Company concerning the depository arrangements specified in Section 16 hereof and the mechanical details of that arrangement.

C. The printing, deeming "final", distribution and execution of the Preliminary Official Statement for the Bonds and the printing, distribution and execution of a Final Official Statement, in substantially the form now before the Board, but with such amendments, additions and deletions as are in accordance with the facts and not inconsistent herewith.

D. The execution of such certificates as may be reasonably required by the Underwriter, relating, inter alia, to:

- (1) The signing of the Bonds,
- (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 completeness and accuracy of the Final Official Statement as of the date of the delivery of the Bonds,
- (5) The exemption of interest on the 2010B Bonds from federal income taxation,
- (6) The District's entitlement to receive the BAB Credit with respect to the 2010A Bonds,
- (7) The delivery of the Bonds and the receipt of the purchase price,
- (8) If it is in accordance with the fact, the absence of litigation, pending or threatened, affecting the validity of the Bonds or affecting the completeness or accuracy of the Final Official Statement, and
- (9) The assembly and dissemination of financial and other information concerning the District and the Bonds.

E. The completion and execution of the Bond Purchase Agreement, Guarantee Agreement and the Continuing Disclosure Certificate.

Section 44. **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, the State Treasurer, the insurer of the Bonds, if any, 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, the State Treasurer, the insurer of the Bonds, if any, and the registered owners of the Bonds.

Section 45. **Resolution Irrepealable; Repealer.** 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. All resolutions, bylaws, and orders, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution, bylaw or order, or part thereof, heretofore repealed.

Section 46. **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 47. **Effective Date.** This Resolution shall be in effect from and after its adoption.

ADOPTED on this February 22, 2010.

(SEAL)

Attest:

---

President, Board of Trustees  
Nye County School District

---

Clerk, Board of Trustees  
Nye County School District

STATE OF NEVADA )  
 )  
 COUNTY OF NYE ) ss.  
 )  
 NYE COUNTY SCHOOL )  
 DISTRICT )

I am the duly chosen and qualified Clerk of Nye County School District (herein "District"), Nevada, and in the performance of my duties as Clerk do hereby certify:

1. The foregoing pages constitute a true, correct and compared copy of a resolution of the Board of Trustees (the "Board") adopted at a meeting held on February 22, 2010; and the original of such resolution has been approved and authenticated by the signature of the President of the Board and myself as Clerk, and has been recorded in the minute book of the Board kept for that purpose in the office of the District, which record has been duly signed by such officers and properly sealed.

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

Ayes:

Mike Floyd  
 Edna Jean Forsgren  
 Dennis Keating  
 J. E. McNeely  
 Kevin S. Pape  
 Harold Tokerud  
 Tracie Ward

Nays:

\_\_\_\_\_

Absent:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. All members of the Board were given due and proper notice of such meeting.

4. Public notice of such meeting was given and such meeting was held and conducted in full compliance with the provisions of NRS 241.020. A copy of the notice of meeting containing the time, place, location and an excerpt from the agenda for the meeting relating to the resolution, as posted at least 3 working days in advance of the meeting on the District's website, if any, at the Board's office, and at:

- (i) Nye County School District Office  
Tonopah, Nevada
- (ii) Nye County School District Office  
Pahrump, Nevada
- (iii) U.S. Post Office  
Tonopah, Nevada
- (iv) Tonopah Public Library  
Tonopah, Nevada
- (v) Nye County Courthouse  
Tonopah, Nevada

and is attached as Exhibit "A".

5. At least 3 working days before such meeting, such notice was mailed to each member of the Board and to each person, if any, who has requested notice of meetings of the Board in accordance with the provisions of chapter 241 of NRS.

**IN WITNESS WHEREOF**, I have hereunto set my hand this February 22, 2010.

---

Clerk

EXHIBIT A

(Attach Copy of Notice of Meeting)



# 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

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

## BOARD OF TRUSTEES

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

**Raymond Ritchie**  
Chief Financial &  
Administrative Officer

Corr:017:10

DATE: February 2, 2010  
TO: Board of Trustees  
FROM:  Raymond Ritchie, Chief Financial & Administrative Officer  
RE: Use agreement between Amargosa Valley Town Advisory Board and the Nye County School District

73

I would like to inform the Board of Trustees that the Use Agreement between the Amargosa Valley Town Advisory Board and the Nye County School District with respect to the use of the facility commonly referred to as the Amargosa Community Center (Community Center) has been revised to include a 10% increase.

We are asking for approval to move forward with this agreement with the new amounts of seven hundred twenty-six dollars (\$726.00) per month, with payment being made in one annual nine-month payment of six thousand five hundred thirty-four dollars (\$6,534.00).

RR:ro

Cc: Dr. Roberts, Superintendent

**USE AGREEMENT  
BETWEEN AMARGOSA VALLEY TOWN ADVISORY BOARD  
and  
NYE COUNTY SCHOOL DISTRICT**

This Use Agreement ("Agreement"), is entered into between the Amargosa Valley Town Advisory Board located in Nye County, Nevada ("AVTAB"), and the Nye County School District, a political subdivision of the State of Nevada pursuant to NRS 386.010 ("NCSD"), with respect to the use of the facility commonly referred to as the Amargosa Community Center ("Community Center"), located in Amargosa Valley, Nye County, Nevada.

**I.**

**TERMS**

74

**A. Purpose.** AVTAB and the NCSD agree that the NCSD shall have use of the Community Center for educational programs and functions, extracurricular activities and events which occur throughout the calendar year. NCSD shall, on an annual basis and at such time as is agreed to between the parties, provide to AVTAB a calendar setting forth the dates NCSD intends to reserve the Community Center for use. Attached hereto as Exhibit "A," and incorporated herein by reference, is a calendar of events for NCSD uses of the Community Center during the 2009-10 school year.

**B. Consideration.** As consideration for the use of the Community Center, NCSD agrees to pay AVTAB the sum of Seven Hundred Twenty-six Dollars (\$726.00) per month, with payment being made in one annual nine-month payment of Six Thousand Five Hundred Thirty-four Dollars (\$6,534.00) on or before June 30<sup>th</sup> of each year this Agreement remains in effect. There shall be no security deposit requested or charged by AVTAB to the NCSD for its use of the Community Center; however, should any portion of the Community Center or any personal property or fixtures located within the Community Center which belongs to AVTAB be damaged or destroyed, NCSD agrees to pay for its replacement or repair within thirty (30) days following notice from AVTAB.

**C. Priority of Use.** NCSD shall have priority for use of the Community Center, except in those situations wherein the Community Center has previously been reserved for other community events.

**D. Clean up and Maintenance.** NCSD shall be provided a key to the Community Center by AVTAB and shall be responsible for unlocking and, after it's use, locking the Community Center. NCSD shall additionally be responsible for any and all set-up costs associated with any particular event as well as for clean-up costs following an event, other than music and physical education activities.

MAUPIN, COX & LEGOVY, ATTORNEYS AT LAW, RENO, NEVADA

II.

MISCELLANEOUS

A. **Term of Agreement.** This Agreement shall remain in effect between the parties and is subject to termination only upon the party seeking termination providing the other party with thirty (30) days written notice of its intent to terminate the Agreement. Notwithstanding the above, this Agreement shall be reviewed every three (3) years by the parties to determine any changes to the terms set forth herein including, but not limited to, the amount of consideration to be paid on a monthly basis as set forth in Article I., paragraph B., above.

B. **Governing law and Venue.** This Agreement shall be governed by the laws of the State of Nevada as they exist from time to time, and any litigation regarding the terms of this Agreement shall be brought in a court of competent jurisdiction located within Nye County, Nevada. 75

C. **Attorney's fees and Costs.** Should either party bring an action against the other party to enforce the terms of this Agreement, the prevailing party shall be entitled to the recovery of reasonable costs and attorney's fees incurred in the action.

D. **Review of Agreement.** The parties represent that they have had the opportunity to review the terms of this Agreement with independent counsel of their own selection, that neither party has been coerced to enter into this Agreement, and that each party executes this Agreement of its own free will. Should any of the terms of this Agreement be determined to be invalid or unenforceable, the invalidity or enforceability of that particular clause shall not invalidate the remainder of this Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2010.

NYE COUNTY SCHOOL DISTRICT

By: \_\_\_\_\_

AMARGOSA VALLEY TOWN  
ADVISORY BOARD

By: \_\_\_\_\_

## **Exhibit "A"**

### **Nye County School District Calendar of Events for use of Community Center, located in Amargosa Valley**

***School Year 2009-2010***

Physical Education Classes are held twice a day everyday, Monday-Friday until the end of the school year. 76

#### **Calendar of Events for the Community Center:**

April 2, 2010	Quarter 3, Honors Assembly
April 26-28, 2010	Academic Fair/Science Fair
June 3, 2010	Quarter 4, Honors Assembly and Promotional Ceremony

**CALENDAR A** \*Matches Clark County on Veterans' Day & Spring Break

Notes: No Columbus Day, extra day for Veterans' Day, Spring Break before Easter.

<u>School Months</u>	<u>Opening Date</u>	<u>Closing Date</u>	<u>Days in Session</u>	<u>Days not In Session</u>	<u>Accumulated Days in Session</u>
First	Aug. 30	Sept. 24	19	1	19
Second	Sept. 27	Oct. 22	20	0	39
Third	Oct. 25	Nov. 19	17	3	56
Fourth	Nov. 22	Dec. 17	18	2	74
Fifth	Dec. 20	Jan. 21	14	6	88
Sixth	Jan. 24	Feb. 18	20	0	108
Seventh	Feb. 21	Mar. 18	19	1	127
Eighth	Mar. 21	Apr. 15	20	0	147
Ninth	Apr. 18	May 13	15	5	162
Tenth	May 16	June 10	18	2	180

**Teacher Workdays/In-Service (No school for students)**

Workday	Thursday	Aug. 26, 2010
Workday	Friday	Aug. 27, 2010
In-Service	Monday	Aug. 30, 2010
In-Service	Friday	Sept. 24, 2010
In-Service	Monday	Nov. 1, 2010
In-Service	Tuesday	Nov. 2, 2010
In-Service	Friday	Jan. 14, 2011
Workday	Friday	June 10, 2011

**Federal/State Holidays & Vacation Periods:**

Holiday	Labor Day	Monday	Sept. 6, 2010
Holiday	Nevada Day	Friday	Oct. 29, 2010
Holiday	Veterans' Day	Thursday-Friday	Nov. 11-12, 2010
Holiday	Thanksgiving	Thursday-Friday	Nov. 25-26, 2010
Vacation	Winter Break	Monday-Friday	Dec. 20-31, 2010
Holiday	Martin Luther King, Day	Monday	Jan. 17, 2011
Holiday	Presidents' Day	Monday	Feb. 21, 2011
Vacation	Spring Break	Monday-Friday	Apr. 18-22, 2011
Holiday	Memorial Day	Monday	May 30, 2011

**Reporting Dates:**

<b>Teachers</b> Report	Thursday	Aug. 26, 2010
<b>Students</b> Report	Tuesday	Aug. 31, 2010
Official Count Day	Friday	Sept. 24, 2010
Last Day for all <b>Students</b>	Thursday	June 9, 2011
Last Day for all <b>Teachers</b>	Friday	June 10, 2011

**Grading Periods:**

<b>1<sup>st</sup> Semester</b>	<b>Aug. 30, 2010 to January 21, 2011 (88 days)</b>
End of 1 <sup>st</sup> Reporting Period	Nov. 5, 2010
End of 2 <sup>nd</sup> Reporting Period	Jan. 21, 2011
<b>2<sup>nd</sup> Semester</b>	<b>Jan. 24, 2011 to June 9, 2011 (92 days)</b>
End of 3 <sup>rd</sup> Reporting Period	April 1, 2011
End of 4 <sup>th</sup> Reporting Period	June 9, 2011

**Early Dismissal Dates:**

Parent/Teacher Conferences	Tuesday	Nov. 16, 2010	All Pahrump K-5
Parent/Teacher Conferences	Wednesday	Nov. 17, 2010	All other schools
Day <i>before</i> Thanksgiving Break	Wednesday	Nov. 24, 2010	All schools
Parent/Teacher Conferences	Tuesday	Apr. 12, 2011	All Pahrump K-5
Parent/Teacher Conferences	Wednesday	Apr. 13, 2011	All other K-8
Day <i>before</i> Spring Break	Friday	Apr. 15, 2011	All schools
Last Day of School	Thursday	June 9, 2011	All schools

**MISCELLANEOUS**

- Three days are designated as potential school days in order to conclude the year as an emergency school year – June 13, 14 & 15
- All Nye County Schools will hold Open House within the first 3 weeks of school (Tuesday for High Schools, Wednesday for Elementary Schools & Thursday for Middle Schools)

**CALENDAR B**

Notes: Columbus Day, Spring Break before Easter.

<u>School Months</u>	<u>Opening Date</u>	<u>Closing Date</u>	<u>Days in Session</u>	<u>Days not In Session</u>	<u>Accumulated Days in Session</u>
First	Aug. 30	Sept. 24	19	1	19
Second	Sept. 27	Oct. 22	19	1	38
Third	Oct. 25	Nov. 19	18	2	56
Fourth	Nov. 22	Dec. 17	18	2	74
Fifth	Dec. 20	Jan. 21	14	6	88
Sixth	Jan. 24	Feb. 18	20	0	108
Seventh	Feb. 21	Mar. 18	19	1	127
Eighth	Mar. 21	Apr. 15	20	0	147
Ninth	Apr. 18	May 13	15	5	162
Tenth	May 16	June 10	18	2	180

**Teacher Workdays/In-Service (No school for students)**

Workday	Thursday	Aug. 26, 2010
Workday	Friday	Aug. 27, 2010
In-Service	Monday	Aug. 30, 2010
In-Service	Friday	Sept. 24, 2010
In-Service	Monday	Nov. 1, 2010
In-Service	Tuesday	Nov. 2, 2010
In-Service	Friday	Jan. 14, 2011
Workday	Friday	June 10, 2011

**Federal/State Holidays & Vacation Periods:**

Holiday	Labor Day	Monday	Sept. 6, 2010
Holiday	Columbus Day	Monday	Oct. 10, 2010
Holiday	Nevada Day	Friday	Oct. 29, 2010
Holiday	Veterans' Day	Thursday	Nov. 11, 2010
Holiday	Thanksgiving	Thursday-Friday	Nov. 25-26, 2010
Vacation	Winter Break	Monday-Friday	Dec. 20-31, 2010
Holiday	Martin Luther King, Day	Monday	Jan. 17, 2011
Holiday	Presidents' Day	Monday	Feb. 21, 2011
Vacation	Spring Break	Monday-Friday	Apr. 18-22, 2011
Holiday	Memorial Day	Monday	May 30, 2011

**Reporting Dates:**

<b>Teachers</b> Report	Thursday	Aug. 26, 2010
<b>Students</b> Report	Tuesday	Aug. 31, 2010
Official Count Day	Friday	Sept. 24, 2010
Last Day for all <b>Students</b>	Thursday	June 9, 2011
Last Day for all <b>Teachers</b>	Friday	June 10, 2011

**Grading Periods:**

<b>1<sup>st</sup> Semester</b>	<b>Aug. 30, 2010 to January 21, 2011 (88 days)</b>
End of 1 <sup>st</sup> Reporting Period	Nov. 5, 2010
End of 2 <sup>nd</sup> Reporting Period	Jan. 21, 2011
<b>2<sup>nd</sup> Semester</b>	<b>Jan. 24, 2011 to June 9, 2011 (92 days)</b>
End of 3 <sup>rd</sup> Reporting Period	April 1, 2011
End of 4 <sup>th</sup> Reporting Period	June 9, 2011

**Early Dismissal Dates:**

Parent/Teacher Conferences	Tuesday	Nov. 16, 2010	All Pahrump K-5
Parent/Teacher Conferences	Wednesday	Nov. 17, 2010	All other schools
Day <i>before</i> Thanksgiving Break	Wednesday	Nov. 24, 2010	All schools
Parent/Teacher Conferences	Tuesday	Apr. 12, 2011	All Pahrump K-5
Parent/Teacher Conferences	Wednesday	Apr. 13, 2011	All other K-8
Day <i>before</i> Spring Break	Friday	Apr. 15, 2011	All schools
Last Day of School	Thursday	June 9, 2011	All schools

**MISCELLANEOUS**

- Three days are designated as potential school days in order to conclude the year as an emergency school year – June 13, 14 & 15
- All Nye County Schools will hold Open House within the first 3 weeks of school (Tuesday for High Schools, Wednesday for Elementary Schools & Thursday for Middle Schools)

**CALENDAR C** Notes: Columbus Day, Spring Break after Easter.

<u>School Months</u>	<u>Opening Date</u>	<u>Closing Date</u>	<u>Days in Session</u>	<u>Days not In Session</u>	<u>Accumulated Days in Session</u>
First	Aug. 30	Sept. 24	19	1	19
Second	Sept. 27	Oct. 22	19	1	38
Third	Oct. 25	Nov. 19	18	2	56
Fourth	Nov. 22	Dec. 17	18	2	74
Fifth	Dec. 20	Jan. 21	14	6	88
Sixth	Jan. 24	Feb. 18	20	0	108
Seventh	Feb. 21	Mar. 18	19	1	127
Eighth	Mar. 21	Apr. 15	20	0	147
Ninth	Apr. 18	May 13	15	5	162
Tenth	May 16	June 10	18	2	180

**Teacher Workdays/In-Service (No school for students)**

Workday	Thursday	Aug. 26, 2010
Workday	Friday	Aug. 27, 2010
In-Service	Monday	Aug. 30, 2010
In-Service	Friday	Sept. 24, 2010
In-Service	Monday	Nov. 1, 2010
In-Service	Tuesday	Nov. 2, 2010
In-Service	Friday	Jan. 14, 2011
Workday	Friday	June 10, 2011

**Federal/State Holidays & Vacation Periods:**

Holiday	Labor Day	Monday	Sept. 6, 2010
Holiday	Columbus Day	Monday	Oct. 10, 2010
Holiday	Nevada Day	Friday	Oct. 29, 2010
Holiday	Veterans' Day	Thursday	Nov. 11, 2010
Holiday	Thanksgiving	Thursday-Friday	Nov. 25-26, 2010
Vacation	Winter Break	Monday-Friday	Dec. 20-31, 2010
Holiday	Martin Luther King, Day	Monday	Jan. 17, 2011
Holiday	Presidents' Day	Monday	Feb. 21, 2011
Vacation	Spring Break	Monday-Friday	Apr. 25-29, 2011
Holiday	Memorial Day	Monday	May 30, 2011

**Reporting Dates:**

<b>Teachers</b> Report	Thursday	Aug. 26, 2010
<b>Students</b> Report	Tuesday	Aug. 31, 2010
Official Count Day	Friday	Sept. 24, 2010
Last Day for all <b>Students</b>	Thursday	June 9, 2011
Last Day for all <b>Teachers</b>	Friday	June 10, 2011

**Grading Periods:**

<b>1<sup>st</sup> Semester</b>	<b>Aug. 30, 2010 to January 21, 2011 (88 days)</b>
End of 1 <sup>st</sup> Reporting Period	Nov. 5, 2010
End of 2 <sup>nd</sup> Reporting Period	Jan. 21, 2011
<b>2<sup>nd</sup> Semester</b>	<b>Jan. 24, 2011 to June 9, 2011 (92 days)</b>
End of 3 <sup>rd</sup> Reporting Period	April 1, 2011
End of 4 <sup>th</sup> Reporting Period	June 9, 2011

**Early Dismissal Dates:**

Parent/Teacher Conferences	Tuesday	Nov. 16, 2010	All Pahrump K-5
Parent/Teacher Conferences	Wednesday	Nov. 17, 2010	All other schools
Day <i>before</i> Thanksgiving Break	Wednesday	Nov. 24, 2010	All schools
Parent/Teacher Conferences	Tuesday	Apr. 12, 2011	All Pahrump K-5
Parent/Teacher Conferences	Wednesday	Apr. 13, 2011	All other K-8
Day <i>before</i> Spring Break	Friday	Apr. 22, 2011	All schools
Last Day of School	Thursday	June 9, 2011	All schools

**MISCELLANEOUS**

- Three days are designated as potential school days in order to conclude the year as an emergency school year – June 13, 14 & 15
- All Nye County Schools will hold Open House within the first 3 weeks of school (Tuesday for High Schools, Wednesday for Elementary Schools & Thursday for Middle Schools)

**2010****2011**

JANUARY							FEBRUARY							MARCH							JANUARY							FEBRUARY							MARCH																							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S																	
				1	2		1	2	3	4	5	6		1	2	3	4	5	6								1						1	2	3	4	5			1	2	3	4	5			1	2	3	4	5							
3	4	5	6	7	8	9	7	8	9	10	11	12	13	7	8	9	10	11	12	13	2	3	4	5	6	7	8	6	7	8	9	10	11	12	6	7	8	9	10	11	12																	
10	11	12	13	14	15	16	14	15	16	17	18	19	20	14	15	16	17	18	19	20	9	10	11	12	13	14	15	13	14	15	16	17	18	19	13	14	15	16	17	18	19																	
17	18	19	20	21	22	23	21	22	23	24	25	26	27	21	22	23	24	25	26	27	16	17	18	19	20	21	22	20	21	22	23	24	25	26	20	21	22	23	24	25	26																	
31	25	26	27	28	29	30	28							28	29	30	31				30	31	25	26	27	28	29	27	28						27	28	29	30	31																			
APRIL							MAY							JUNE							APRIL							MAY							JUNE																							
				1	2	3						1		1	2	3	4	5									1	2					1	2	3	4	5	6	7													1	2	3	4			
4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11																	
11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18																	
18	19	20	21	22	23	24	16	17	18	19	20	21	22	20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25																	
25	26	27	28	29	30		30	31	25	26	27	28	29	27	28	29	30			24	25	26	27	28	29	30	29	30	31					26	27	28	29	30																				
JULY							AUGUST							SEPTEMBER							JULY							AUGUST							SEPTEMBER																							
				1	2	3	1	2	3	4	5	6	7					1	2	3	4							1	2					1	2	3	4	5	6													1	2	3				
4	5	6	7	8	9	10	8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10																	
11	12	13	14	15	16	17	15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17																	
18	19	20	21	22	23	24	22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24																	
25	26	27	28	29	30	31	29	30	31				26	27	28	29	30		31	25	26	27	28	29	30	28	29	30	31				25	26	27	28	29	30																				
OCTOBER							NOVEMBER							DECEMBER							OCTOBER							NOVEMBER							DECEMBER																							
				1	2		1	2	3	4	5	6		1	2	3	4									1						1	2	3	4	5			1	2	3																	
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10																	
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17																	
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24																	
31	25	26	27	28	29	30	28	29	30				26	27	28	29	30	31	30	31	25	26	27	28	29	27	28	29	30				25	26	27	28	29	30	31																			



# Nye County School District

## BOARD OF TRUSTEES

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

### Maintenance & Operations Office

601 E. Calvada  
Pahrump, Nevada 89048  
Phone 775-727-2459  
Fax 775-727-7772

**Bob Whippey**  
Maintenance & Operations Supervisor  
Safety Coordinator

**Dave Wonderly**  
Project Manager

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

February 22, 2010

## MEMORANDUM

TO: Board of Trustees  
FROM: Bob Whippey, Maintenance & Operations Supervisor  
SUBJECT: Request Approval for Beatty Elementary School Bathroom Restoration

I am requesting approval to award the contract to the lowest responsive bidder as described below:

### Beatty Elementary School Bathroom Restoration

The Eyserbeck Co., Inc.	\$33,766.88
Joe Roderick – General Contractor	\$45,300.00
Scrapnridge Construction, Inc.	\$79,936.00

The project to be complete within 15 days after receiving the Letter to Proceed.

RW:pb



# Nye County School District

## BOARD OF TRUSTEES

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

### Maintenance & Operations Office

601 E. Calvada  
Pahrump, Nevada 89048  
Phone 775-727-2459  
Fax 775-727-7772

**Bob Whimpey**  
Maintenance & Operations Supervisor  
Safety Coordinator

**Dave Wonderly**  
Project Manager

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

February 22, 2010

## MEMORANDUM

**TO:** Board of Trustees  
**FROM:** Bob Whimpey, Maintenance & Operations Supervisor  
**SUBJECT:** Request Approval for Beatty High School Concession and Bathroom Restoration

I am requesting approval to award the contract to the lowest responsive bidder as described below:

### Beatty High School Concession and Bathroom Restoration

The Eysenbeck Co., Inc.	\$48,989.94
Joe Roderick – General Contractor	\$57,000.00
Scrapnridge Construction, Inc.	\$74,736.00

The project to be complete within 21 days after receiving the Letter to Proceed.

RW:pb