

# **AMENDED**

## **Agenda of Regular Board Meeting**

### **The Board of Trustees**

### **Nye County School District**

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A Regular Board Meeting of the Board of Trustees of Nye County School District will be held Thursday, April 27, 2023, beginning at 5:30 PM at the Southern District Office Boardroom, 484 S. West Street, Pahrump, NV 89048.

Disabled members of the public who require reasonable accommodations in order to attend this Meeting are asked to notify District Administration at 775-727-7743, ext. 224, at least 24 hours prior to the Meeting. Questions regarding backup materials may be directed to Board Secretary Kelly Wood, 775-727-7743, ext. 224. A Public Binder will be available for viewing at the scheduled location at the time of the Meeting.

This Meeting will also be streamed live online via the link on the Nye County School District website. Public comment may be accepted live via email for the duration of the Meeting and shared during the Public Input time designated on the Agenda. Public comment made by members of the public attending the meeting virtually must be emailed to [publiccomment@nyeschools.org](mailto:publiccomment@nyeschools.org) and must include:

1. The author's first and last name.
2. The author's phone number (phone number will not be read on the official record).
3. Date of the Meeting for which the comment is intended.

All Public Input rules and timelines listed on the Agenda still apply.

This Agenda has been 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.

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**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **MISSION STATEMENT & GOALS**
5. **ADOPTION OF AGENDA, FOR POSSIBLE ACTION**
6. **RECOGNITIONS, INFORMATIONAL**

The Board may recognize individuals or groups who have excelled in academic or athletic pursuits, or who have contributed to NCS D in a significant manner.

**7. REPORTS, INFORMATIONAL**

**A. SCHOOL SPOTLIGHTS**

Dubb Mapp, Principal; Meagan Hoffmann, Principal

Hafen ES

Floyd ES

**B. ADMINISTRATOR'S REPORT**

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**C. SUPERINTENDENT'S REPORT**

Dr. Shillingburg will report on events that have occurred or are pending since the last Board meeting.

**D. BOARD REPORTS**

**8. PUBLIC INPUT, INFORMATIONAL**

This time is set aside for the public to make comments on items within the authority of this Board. Matters raised cannot be deliberated or acted upon until properly placed on a future agenda. **Comments that are irrelevant, repetitious, slanderous, offensive, inflammatory, willfully disruptive or deemed personal attacks will not be permitted.** A Request to Speak form must be completed and submitted to the Board Secretary before the Public Input is open. A time limit of 3 minutes per person or 5 minutes for the spokesperson for a group will be imposed.

**9. CONSENT AGENDA, FOR POSSIBLE ACTION**

**A. APPROVE, DISAPPROVE, AMEND, OR MODIFY THE MARCH 23, 2023 BOARD MEETING MINUTES**

9

**B. APPROVE, DISAPPROVE, AMEND, OR MODIFY THE SECOND READING OF POLICIES**

17

**10. PRESENTATION/DISCUSSION REGARDING THE NCS D STUDENT DRESS CODE, INFORMATIONAL**

28

Desiree Veloz, Principal, PVHS

**11. UPDATE REGARDING THE TONOPAH SCHOOLS, INFORMATIONAL**

31

Joe Schmidt, Director of Maintenance/Operations, Safety/Security

**12. APPROVE, DISAPPROVE, AMEND, OR MODIFY THE AMARGOSA VALLEY SCHOOLS PARKING LOT PAVING PROJECT, FOR POSSIBLE ACTION**

34

Joe Schmidt, Director of Maintenance/Operations, Safety/Security

**13. APPROVE, DISAPPROVE, AMEND, OR MODIFY THE ROSEMARY CLARKE MIDDLE SCHOOL FOUNDATION LIFT PROJECT, FOR POSSIBLE ACTION**

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Joe Schmidt, Director, Maintenance/Operations, Safety/Security

**14. APPROVE, DISAPPROVE, AMEND, OR MODIFY THE NCS D WARRANTS, FOR POSSIBLE ACTION**

Recommended Action: That the Board approve the check registers.

**15. APPROVE, DISAPPROVE, AMEND, OR MODIFY THE REQUEST TO CLOSE THE DUCKWATER K-5 AND 6-8 SCHOOLS, FOR POSSIBLE ACTION**

Ray Ritchie, Chief Operating Officer

**16. APPROVE, DISAPPROVE, AMEND OR MODIFY THE TRANSFER OF THE SILVER RIM SCHOOL BUILDING TO NYE COUNTY, FOR POSSIBLE ACTION**

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Ray Ritchie, Chief Operating Officer

**17. APPROVE, DISAPPROVE, AMEND, OR MODIFY THE NYE COUNTY SCHOOL DISTRICT AND ESERALDA COUNTY SCHOOL DISTRICT AGREEMENT FOR ADMISSION OF NON-RESIDENT PUPILS PURSUANT TO NRS 392.010, FOR POSSIBLE ACTION**

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Ray Ritchie, Chief Operating Officer

**18. APPROVE, DISAPPROVE, AMEND, OR MODIFY THE LONG-TERM SUBSTITUTE TEACHER INCENTIVE, FOR POSSIBLE ACTION**

48

Dr. Brenda Slusser, Executive Director of HR

19. **APPROVE, DISAPPROVE, AMEND, OR MODIFY THE 2023-2024 BOARD MEETING SCHEDULE, FOR POSSIBLE ACTION** 49

20. **DISCUSSION REGARDING FUTURE BOARD MEETING TOPICS, INFORMATIONAL**

21. **APPROVE, DISAPPROVE, AMEND, OR MODIFY A CHANGE OF DATE/ATTENDANCE AREA OF FUTURE BOARD MEETINGS, FOR POSSIBLE ACTION** 52

The BOT may make any change of date, time or location that has become necessary.

A. DETERMINATION IF THERE WILL BE A QUORUM AT THE NEXT BOT MEETING

The next BOT meeting is Wednesday, May 17, 2023, in Pahrump, NV.

22. **PUBLIC INPUT, INFORMATIONAL**

This time is set aside for the public to make comments on items within the authority of this Board. Matters raised cannot be deliberated or acted upon until properly placed on a future agenda. **Comments that are irrelevant, repetitious, slanderous, offensive, inflammatory, willfully disruptive or deemed personal attacks will not be permitted.** A

Request to Speak form must be completed and submitted to the Board Secretary before the Public Input is open. A time limit of 3 minutes per person or 5 minutes for the spokesperson for a group will be imposed.

23. **ADJOURNMENT, FOR POSSIBLE ACTION**

Recommended Action: That the Board President adjourn the meeting.

**Warren Shillingburg, PhD**  
Superintendent

**Laura Weir**  
Assistant Superintendent

**Ray Ritchie**  
Chief Operating Officer

**Brenda Slusser, PhD, SHRM-SCP**  
Executive Director, Human Resources

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

# Nye County School District



**Every Student A Success**

**BOARD OF TRUSTEES**  
Bryan Wulfenstein, President  
Roger Morones, Vice-President  
Larry Small, Clerk  
Chelsy Fischer  
Nathan Gent  
Mark Hansen  
Teresa Stoddard

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

## MEMORANDUM

DATE: April 17, 2023  
TO: NCSD Board of Trustees  
FROM: Raymond Ritchie, Chief Operating Officer  
SUBJECT: 3<sup>rd</sup> Quarterly Report for 2022 - 2023

Attached is the 3<sup>rd</sup> Quarterly Report as filed with the Department of Taxation and Department of Education as required by NRS 387.320, Para 2.

RR/km

# QUARTERLY REPORT

Date April 11, 2023

FOR

Period Ending March 31, 2023

## NYE COUNTY SCHOOL DISTRICT

FOR OFFICE _____
USE ONLY _____

UNAUDITED

GENERAL FUND	ACCOUNT NUMBER	REVISED ANNUAL BUDGET	ACTUAL TO DATE
<b>SECTION A: SOURCES</b>			
1. Opening Fund Balance		18,048,273	18,048,273
2. Revenues			
Local	1000	105,000	135,972
State	3000	58,911,136	45,923,111
Federal	4000		
SUBTOTAL		59,016,136	46,059,083
3. Other Sources	5000		
4. TOTAL FUND RESOURCES		77,064,409	64,107,356
<b>SECTION B: APPLICATIONS</b>			
5. Appropriations	PROGRAM OR FUNCTION NUMBER		
Regular Programs	100	27,008,781	13,890,632
Vocational Programs	300	979,820	501,983
Other PK-12 Programs	400-800-900	1,878,711	984,342
Student Support	2100	2,410,280	1,350,714
Staff Support	2200	1,630,276	1,022,496
General Administration	2300	1,368,006	985,034
School Administration	2400	5,070,111	3,376,421
Central Services	2500	3,683,796	2,337,795
Oper & Mtce of Plant	2600	9,208,053	6,470,698
Student Transportation	2700	4,338,899	3,393,813
Facility Acquisition/Construction	4000	2,000,000	148,760
Debt	5000	176,000	
SUBTOTAL		59,752,733	34,462,688.87
6. Other Outlays			
Fund Transfers	5200	11,322,628	6,250,000
Conversion Factor Reduction	5300		
7. Unappropriated Ending Fund Balance		5,989,048	23,394,667
TOTAL APPLICATIONS		77,064,409	64,107,356
<b>PCFP English Learner Fund</b>			
Opening Balance		193,368	193,368
Revenues		566,072	424,554
Transfers In			
TOTAL RESOURCES		759,440	617,922
Expenditures		759,440	207,391
Transfers Out			
Ending Balance			410,530
TOTAL APPLICATIONS		759,440	617,922
<b>PCFP At-Risk Fund</b>			
Opening Balance		183,497	183,497
Revenues		1,026,286	769,714
Transfers In			
TOTAL RESOURCES		1,209,783	953,212
Expenditures		1,209,783	512,860
Transfers Out			
Ending Balance			440,352
TOTAL APPLICATIONS		1,209,783	953,212

# QUARTERLY REPORT

Date April 11, 2023

FOR

Period Ending March 31, 2023

## NYE COUNTY SCHOOL DISTRICT

FOR OFFICE _____
USE ONLY _____

UNAUDITED

		REVISED ANNUAL BUDGET	ACTUAL TO DATE
<b>STATE FUNDS</b>			
Opening Balance			
Revenues		967,332	998,779
Transfers In			
<b>TOTAL RESOURCES</b>		967,332	998,779
Expenditures		1,147,017	1,365,202
Transfers Out			
Ending Balance		(179,685)	(366,422)
<b>TOTAL APPLICATIONS</b>		967,332	998,779
<b>STATE SPECIAL EDUCATION</b>			
Opening Balance			
Revenues		3,917,002	2,872,448
Transfers In		11,322,628	6,250,000
<b>TOTAL RESOURCES</b>		15,239,630	9,122,448
Expenditures		15,239,630	8,627,226
Transfers Out			
Ending Balance			495,223
<b>TOTAL APPLICATIONS</b>		15,239,630	9,122,448
<b>OTHER SPECIAL FUNDS</b>			
Opening Balance		1,431,686	1,431,686
Revenues		507,784	50,323
Transfers In			
<b>TOTAL RESOURCES</b>		1,939,470	1,482,009
Expenditures		1,939,470	36,126
Transfers Out			
Ending Balance			1,445,883
<b>TOTAL APPLICATIONS</b>		1,939,470	1,482,009
<b>Federal Funds</b>			
Opening Balance		4,031,348	4,031,348
Revenues		23,055,034	3,873,593
Transfers In			
<b>TOTAL RESOURCES</b>		27,086,383	7,904,942
Expenditures		27,086,383	6,095,776
Transfers Out			
Ending Balance			1,809,166
<b>TOTAL APPLICATIONS</b>		27,086,383	7,904,942
<b>Food Service Fund</b>			
Opening Balance		3,229,095	3,229,095
Revenues		2,615,000	2,808,955
Transfers In			
<b>TOTAL RESOURCES</b>		5,844,095	6,038,050
Expenditures		5,844,095	2,456,062
Transfers Out			
Ending Balance			3,581,989
<b>TOTAL APPLICATIONS</b>		5,844,095	6,038,050

# QUARTERLY REPORT

Date April 11, 2023

FOR

Period Ending March 31, 2023

## NYE COUNTY SCHOOL DISTRICT

FOR OFFICE _____
USE ONLY _____

UNAUDITED

<b>CAPITAL PROJECTS FUNDS</b>	REVISIED ANNUAL BUDGET	ACTUAL TO DATE
Opening Balance	12,012,316	12,012,316
Revenues	1,126,866	911,707
Transfers In		
<b>TOTAL RESOURCES</b>	<b>13,139,182</b>	<b>12,924,023</b>
Expenditures	13,139,182	1,383,958
Transfers Out		
Ending Balance		11,540,065
<b>TOTAL APPLICATIONS</b>	<b>13,139,182</b>	<b>12,924,023</b>
<b>BUILDINGS &amp; SITES</b>	REVISIED ANNUAL BUDGET	ACTUAL TO DATE
Opening Balance	487,360	487,360
Revenues	97,358	105,118
Transfers In		
<b>TOTAL RESOURCES</b>	<b>584,718</b>	<b>592,478</b>
Expenditures	584,718	139,341
Transfers Out		
Ending Balance		453,137
<b>TOTAL APPLICATIONS</b>	<b>584,718</b>	<b>592,478</b>
<b>TEACHERAGES</b>	REVISIED ANNUAL BUDGET	ACTUAL TO DATE
Opening Balance	297,181	297,181
Revenues	20,500	27,762
Transfers In		
<b>TOTAL RESOURCES</b>	<b>317,681</b>	<b>324,943</b>
Expenditures	317,681	364
Transfers Out		
Ending Balance		324,579
<b>TOTAL APPLICATIONS</b>	<b>317,681</b>	<b>324,943</b>
<b>HEALTH INSURANCE</b>	REVISIED ANNUAL BUDGET	ACTUAL TO DATE
Opening Balance	2,274,533	2,274,533
Revenues	10,008,600	5,538,900
Transfers In		
<b>TOTAL RESOURCES</b>	<b>12,283,133</b>	<b>7,813,434</b>
Expenditures	10,000,000	5,973,926
Transfers Out		
Ending Balance	2,283,133	1,839,508
<b>TOTAL APPLICATIONS</b>	<b>12,283,133</b>	<b>7,813,434</b>
<b>SELF INS WORKERS COMP</b>	REVISIED ANNUAL BUDGET	ACTUAL TO DATE
Opening Balance	1,236,274	1,236,274
Revenues	424,800	446,230
Transfers In		
<b>TOTAL RESOURCES</b>	<b>1,661,074</b>	<b>1,682,504</b>
Expenditures	570,000	237,012
Transfers Out		
Ending Balance	1,091,074	1,445,492
<b>TOTAL APPLICATIONS</b>	<b>1,661,074</b>	<b>1,682,504</b>

# QUARTERLY REPORT

Date April 11, 2023

FOR

Period Ending March 31, 2023

## NYE COUNTY SCHOOL DISTRICT

FOR OFFICE _____
USE ONLY _____

UNAUDITED

<b>DEBT SERVICE FUND</b>	REVISED ANNUAL BUDGET	ACTUAL TO DATE
Opening Balance	12,244,789	12,244,789
Revenues	9,681,131	8,304,299
Transfers In		
<b>TOTAL RESOURCES</b>	<b>21,925,920</b>	<b>20,549,088</b>
Expenditures	9,028,027	8,011,680
Transfers Out		
Ending Balance	12,897,893	12,537,408
<b>TOTAL APPLICATIONS</b>	<b>21,925,920</b>	<b>20,549,088</b>

**NYE COUNTY SCHOOL DISTRICT  
BOARD OF TRUSTEES REGULAR MEETING MINUTES  
MARCH 23, 2023**

Present: Bryan Wulfenstein, President; Roger Morones, Vice President; Larry Small, Clerk; Teresa Stoddard, Member via Zoom; Chelsy Fischer, Member; Nathan Gent, Member; Warren Shillingburg, Superintendent; Laura Weir, Assistant Superintendent; Ray Ritchie, Chief Operating Officer; Kelly Wood, Executive Secretary

Absent: Mark Hansen, Member

Guests: Rob Williams, Alison Matulich, Madison Gallegos, Nate Cardinal, Joe Schmidt, Melinda Jeffrey, Misha Allen, Anna Whiteside, Janet Dwyer, Jim Merlino, Daniel Gutman, Terri Bardon, Lisa Maslach, Montana Strozzi, Savanna Muns, Honey Strozzi, Elizabeth Beall, Meshanna Merron, Charley Merron, Diana Garcia, Chrissy Pope, Andrea Cobb, Shannon Stringer, Charles Cobb, Jonathan Firme, Michaela Terjigui, Danielle Skiles, Cameron Murrin, Jennifer Perry, Lucas Garcia, Khristine Campos, Mike Campos, Nicole Stritenberger, Sam Jeffrey, Tom Smith, Amy Meier, Tamara Eisentrager, Joe Westerland, Alexander Miller, Brian Baudoin, Caitlin Miller, Tonopah; Justin Deverse, Karen Holley, Amy Veloz, Michael Little, Arlan Van Patten, Kimberly Corkill, Tyann James, Andrew James, Cheryl Tibbits, Ben Veloz, Pahrump.

**CALL TO ORDER**

The meeting was called to order at 5:32 p.m. at the Nye County School Northern District Office, 122 Military Circle, Tonopah, NV, and streamed live to the Southern District Office, located at 484 S. West Street, Pahrump, NV. Tonopah students Harlee Wade, Savanna Muns and Montana Strozzi led the Board members, administrators and guests in reciting the Pledge of Allegiance. Roll was called. Mr. Small read the mission statement and goals.

**ADOPTION OF AGENDA**

Mrs. Stoddard made a motion to adopt the agenda. Mr. Morones seconded, and the motion passed all in favor.

**RECOGNITIONS**

Mrs. Weir announced that the Pahrump Valley HS Dance Team went to finals, and the Wrestling Team won at state academics.

**SCHOOL SPOTLIGHTS**

Melinda Jeffrey, Principal of Tonopah Schools, recognized the following students/staff:

- \*Tamara Eisentrager, Teacher; Going Above and Beyond to Meet the Individual Needs of all Students in Her Classroom, and for Being Student Centered First
- \*Lisa Maslach, Staff; Being Instrumental in Turning Around the Counseling Department and for Being Committed to Ensuring Students Succeed Beyond High School
- \*Montana Strozzi, Student; Excelling as a Student Academically, Through Student Involvement in School Activities, and as a Student Athlete; and Being Committed to Your School and Future

\*Misha Allen, Parent Volunteer; Her Instrumental Planning Processes for the TMHS Career Day, for Ensuring Everyone is on Track and Nothing is Overlooked to Ensure Success of the Fair  
\*Anna Whiteside, Parent Volunteer; Her Help with Ensuring the Success of our 2<sup>nd</sup> Annual TMHS Career Day Due to Securing Businesses, Recruiters, and Sponsors to Attend the Event.

### **ADMINISTRATOR'S REPORT**

None.

### **SUPERINTENDENT'S REPORT**

Dr. Shillingburg reported that he attended the SIT (Students in Transition) Elks Shoe Project Event. Every year the Elks partner with NCS D and donate a brand-new pair of shoes to every SIT student. He stated 313 pairs of shoes worth over \$5,000 were donated. He said it was heartwarming and wanted to publicly thank the Elks for the generous gift to our students.

Dr. Shillingburg also reported that he will be going to Carson City with other rural superintendents in Nevada to speak to the Assembly Committee on Ways and Means, and the Senate Committee on Finance. He said that the State controls all of the districts' funding, and we are not able to give raises or make improvements without the State providing those dollars.

He then congratulated the Round Mountain Schools Floral FFA team for winning State.

### **BOARD REPORTS**

Mrs. Fischer reported she attended the Poetry Bee and Reading Week, and wanted to recognize Donna Coppock for organizing the Poetry Bee. She also reported that Mr. Ritchie met with her and explained the finance system to her, and there are great checks and balances put into place.

Mr. Small reported that the Nevada Independence Newspaper stated that the Governor is working to come up with some ideas for a new bill regarding restorative justice. He will appeal AB 168, and all of the Nevada superintendents are in support of a new bill. Dr. Shillingburg stated the Governor met with the superintendents and took recommendations on how to support all staff.

Mr. Morones introduced the new BOT members, Mr. Gent and Mrs. Fischer, to those in attendance in Tonopah, since it was their first meeting in Tonopah.

### **UPDATE REGARDING THE TONOPAH SCHOOLS**

Joe Schmidt, Director of Maintenance/Operations, Safety/Security, gave updates on the following concerns regarding the Tonopah schools: Heat: he stated the cold snap got ahead of them; the boiler inspector said the boilers are in good shape, but do need some parts; he thinks they might have an undersized regulator and ordered a new one. Leaky Roof: the leak was all cleaned up; did a mold test and an air quality test and all came back clean; they will steam clean the carpets during Spring Break. New School: Mr. Schmidt and Mark McGinty spoke about the project, the unstable inflation, and options that may save money. Discussion ensued. Mr. Schmidt noted his goal was to go to bid in July, be in construction asap after that, and open the new school one year later. More discussion ensued.

### **PUBLIC INPUT**

Mrs. Fisher stated that the public comment law had changed, and discussion may be allowed.

Chrissy Pope spoke about her concerns regarding the education given to Tonopah students, and the parents have been reaching out for years. She stated that all other of the district schools are fully staffed so she does not know where the problem lies regarding Tonopah. She said if her daughter is going to be taught through Zoom or a virtual teacher, then she might as well pay for her to attend an online charter school. She also stated that the Tonopah MS football team in Tonopah has to play RCMS which is not fair and the kids get beat. She said Tonopah has 8 students and Pahrump had 30. If RCMS does not want to go to Vegas to play, then they should not play.

Meshanna Merrow stated she went to school in Tonopah, graduated, and is now a parent of a Tonopah student. She said it has been almost 30 years since they were promised a school, and it hasn't happened yet. She met with Dr. Shillingburg to work on the strategic plan, and feels better expressing her concerns. She stated she feels she is being placated, and its not the first time, nor the last. She stated there needs to be other steps to make changes.

Charley Merrow thanked the BOT and community for coming to the meeting. He stated the people are the bosses of the BOT and appreciates their attendance. He stated there was a request for an agenda item that was 47 pages long and it was denied. He blames the BOT for not doing what needs to be done to protect the children, and have failed Nye County by not addressing the item.

Harley Wade and Savanna Munns spoke about their concerns. Harley stated there is no staff at Tonopah HS and the level of learning at the school sucks. She said she was gone for 3 days and when she returned she had no catch-up work to do, there was nothing. She attended an online school in Colorado and had 2 assignments every day in class. When she re-enrolled in Tonopah, she had to drop 2 credits because they were not provided in Tonopah. She said she is not going to go to a high school to sit in front of a computer screen and learn from another high school student, when she can stay home and get a better education and qualify for a lot more. Savanna stated that she has not learned any math in the last 3 years, there are no electives to guide careers, and a lot of the teachers need help. She stated the students need mentors and tutors, and the incoming students deserve an education that the outgoing students didn't get.

Alison Matulich stated she is a Kindergarten teacher at Tonopah ES, and stated that it is important that everyone have similar goals. Problems will only get solved if everyone works together. If parents, teachers, administrators, and BOT work collaboratively, they can have change; if you fight, it will not happen. She also stated that when COVID happened there was a paradigm shift where virtual services were a possibility. When you have special education students with high levels of needs, and only virtual services you can imagine what happens. The district cannot pretend that virtual special education works. If you virtually observe a student, a lot gets missed.

Amy Veloz stated she was presenting a group called Nye Schools Accountability Project (NyeSAP) which brings awareness to issues within the district and holds those accountable. She spoke regarding her following concerns: at the December 14<sup>th</sup> BOT meeting, Dr. Shillingburg did not attend stating he was sick; he was not sick and intended to manipulate and lie to the BOT; Mrs. Stoddard agreed with him and also willingly lied to the public; the state does not allow a superintendent's contract to be discussed in closed session, and she believes it was discussed in closed session; there are 67 open positions so what is truly being done to get people; ask for exit interviews and let the BOT know the outcomes.

### **APPROVAL OF THE CONSENT AGENDA**

Mr. Small made a motion to approve. Mrs. Fischer seconded, and the motion passed all in favor.

### **APPROVAL TO AWARD A BID FOR THE PURCHASE OF USED SCHOOL BUSES**

Mike Hush, Director of Transportation, handed out and explained the purchase proposal. Discussion ensued. Mr. Wulfenstein suggested the item be tabled until the April BOT meeting. Item was tabled.

### **APPROVAL OF RECURRING GRANTS**

Karen Holley, Coordinator of Federal and State Programs, requested approval for the following grants: Adult Education, \$262,000; Adult Education/Corrections, \$100,000; RPD, \$375,000; CTE State Allocated, \$82,177.89; GEAR UP, \$389,000; Title IIA, \$297,609.42; Title I, \$1,700,000; Title I Migrant, \$20,000; Carl Perkins, \$88,620; IDEA Sp.Ed. Local Plan, \$1,150,000; Title III LEP, \$47,800; Early Childhood Flow Through – Sp.Ed., \$37,800; McKinney Vento, \$50,000; Rotary, various amounts; Substance Abuse Primary Prevention (SAPP), \$19,500; Nevada Ready! State PreK, \$1,500,000; Hugh Jones Band Grant, \$10,000; Rural Low Income Schools, \$130,000; Title IVA, \$139,000; Title III IEP, \$9,600; Donors Choose, various amounts; PoolPact Training & Emergency, various amounts; eRate, \$245,000-\$600,000. Mrs. Fischer asked why does the BOT approve grants, and Mrs. Holley replied that they are contracts and the BOT must approve contracts. Mrs. Stoddard made a motion to approve. Mr. Morones seconded, and the motion passed all in favor.

### **UPDATE ON THE AMARGOSA VALLEY SCHOOLS' WATER PROJECT**

Mr. Schmidt reported on the testing results of the water, and stated it is time to look into a filtration or osmosis system. An engineer will inspect and state any requirements. Mr. Schmidt stated he may not have all the information back by next month's meeting. In the meantime, bottled water is being used throughout the school, and everything is safe. Discussion ensued.

### **APPROVAL OF THE HVAC REPLACEMENT PROJECT FOR AMARGOSA VALLEY SCHOOLS**

Mr. Schmidt presented the bids to the BOT, and recommended awarding the bid to Jonaire, Inc. Discussion ensued. Mr. Gent made a motion to award the bid to Jonaire, Inc. for \$160,000.00. Mrs. Fischer seconded, and the motion passed all in favor.

### **APPROVAL OF AN ERATE CATEGORY 2 BID**

Rob William, Director of Technology, presented the bids to the BOT, and recommended awarding the bids to Summit Partners for the switches and access points; and to DynTek for the UPS systems. The bids total sum is \$318,758.58. Erate covers 85% of the cost, so NCSD's expense would be \$47,813.79. Mr. Morones made a motion to award the bids to Summit Partners and DynTek as recommended. Mr. Gent seconded, and the motion passed all in favor.

### **APPROVAL OF THE RETENTION INCENTIVE MEMORANDUMS OF UNDERSTANDING BETWEEN NCSD AND NCASA, NCCTA, NCSSO, AND NON-REPRESENTED STAFF**

Dr. Slusser presents the MOUs to the BOT. Discussion ensued regarding one of the stipulations not being included on the NCASA MOU, but was on all the others. Mr. Morones made a motion to table the NCASA MOU in order to add the missing stipulation, and to approve the NCCTA, NCSSO and Non-Represented MOUs. Mr. Gent seconded, and the motion passed with a vote all in favor. Mrs. Fischer asked that an agreement for Long-Term Subs be an agenda item at the next BOT meeting.

Later in the meeting Dr. Slusser asked to bring the NCASA MOU back up for approval. Sonja Miller, President of the NCASA had agreed electronically to adding the stipulation. Mrs. Fischer stated that although the administrators deserve an incentive, they all make six figures a year, so could the district save money by not giving the incentive. Dr. Slusser replied that the administrators do not make six figures in a year. Mrs. Stoddard made a motion to approve the NCASA MOU with the added stipulation. Mr. Morones seconded, and the motion passed with the majority vote in favor.

#### **APPROVAL OF WARRANTS**

Mr. Small made a motion to approve check vouchers: No. 1251 for \$354,245.67; No. 1252 for \$216,287.98; No. 1253 for \$50,655.09; No. 1254 for \$162,955.70; No. 1255 for \$14,861.50; No. 1260 for \$24,090.19; No. 1261 for \$300,021.11; No. 1262 for \$148,401.24; No. 1263 for \$108,520.26; No. 1267 for \$83,114.75; No. 1271 for \$107,319.35; No. 1273 for \$1,181,960.90; No. 1274 for \$276,501.23; No. 1275 for \$22,328.03; No. 1276 for \$9,427.18; No. 1277 for \$191,789.76; No. 1278 for \$131,169.13; and No. 1279 for \$114,257.87. Mrs. Stoddard seconded, and the motion passed with a vote all in favor.

#### **APPROVAL TO CLOSE THE DUCKWATER K-5 AND 6-8 SCHOOLS**

Mr. Ritchie explained that there will only be an enrollment of two students next school year, and they are brothers. They do have the opportunity to attend the tribal school on the reservation. He stated that all the proper procedures were followed including posting an ad in the newspaper and meetings with the community. Discussion ensued. Mr. Gent asked if there was a deadline to make the decision to close the school. Attorney Brian Kunzi replied he will research the procedure. The item was tabled, and no action was taken.

#### **APPROVAL TO CREATE A HOPE SQUAD IN EVERY NCSD MIDDLE SCHOOL AND HIGH SCHOOL**

Mr. Gent introduced Tam Larnerd to give another brief synopsis about the Hope Squad for anyone that missed it at the last meeting. Mr. Wulfenstein asked about the funding, and Mr. Ritchie stated that Mrs. Holley is looking for a grant for funding. Discussion ensued. Mr. Gent made a motion to approve the funding for a Hope Squad in all middle schools and high schools in Nye County School District. Mr. Morones seconded, and the motion passed all in favor.

#### **APPROVAL OF THE THIRD ADDENDUM TO SERVICES AGREEMENT BETWEEN NYE COUNTY SCHOOL DISTRICT AND GREAT BASIN COLLEGE**

Mr. Ritchie explained that this agreement allows GBC to utilize the old mechanic/welding shop in exchange for ten students' attendance per academic semester. Mr. Gent made a motion to approve. Mrs. Fischer seconded, and the motion passed all in favor.

#### **APPROVAL FOR THE BOT TO ATTEND THE 2023 SUREFOX INTERNATIONAL SCHOOL SAFETY INSTITUTE SYMPOSIUM**

Mr. Ritchie stated he can get three grants through PoolPact for attendance. One would be for Mr. Schmidt, and there would be two other spots. He stated Mr. Small and Mrs. Fischer have notified him of their interest to attend. Mr. Morones made a motion to approve. Mrs. Stoddard seconded, and the motion passed all in favor.

**CLOSED SESSION WITH LEGAL COUNSEL PURSUANT TO NRS 241.015(3)(B)(2), TO RECEIVE INFORMATION FROM NCSD LEGAL COUNSEL REGARDING POTENTIAL OR EXISTING LITIGATION INVOLVING A MATTER OVER WHICH THE NCSD HAS SUPERVISION, CONTROL, JURISDICTION OR ADVISORY POWER**

Attorney Kunzi stated that no action needs to be taken, that this is considered a private meeting. The BOT went into Closed Session at 9:09 p.m.

The BOT went back into Open Session at 9:46 p.m.

**APPROVAL OF THE MARCH 17, 2023 SETTLEMENT AGREEMENT AND RELEASE BETWEEN KYLE LINDBERG AND NCSD**

Mrs. Stoddard made a motion to approve. Mr. Morones seconded, and the motion passed with a vote all in favor.

**DISCUSSION REGARDING FUTURE BOARD MEETING TOPICS**

Mr. Small stated at one time they used to invite presidents of student bodies to sit in on BOT meetings, and would like to start doing that next year. Mrs. Stoddard stated that was a suggestion from NASB to have a student government person sit in on a BOT meeting.

Mrs. Fischer stated she wants to get the proper verbiage for Special Education Department updates, and would like that to be an agenda item. She would also like to go over the hiring practices in HR, and will get the agenda verbiage for that. Mr. Morones asked if that should be an agenda item, or is that a workshop item. Mr. Kunzi stated it is not an appropriate agenda item, unless it is just going over procedures and not particular situations.

**CHANGE OF DATE/ATTENDANCE AREA OF FUTURE BOARD MEETINGS**

None.

**PUBLIC INPUT**

Amy Veloz spoke about the removal of Kyle Lindberg. She stated he was an excellent teacher, made her husband a great teacher, and had a great track record in recruiting. She stated it was a huge mistake, and the district is taking steps backward.

Amber Carter stated she grew up in Tonopah, and that the school is failing the kids. She stated the teachers are great, and they have been promised a new school since 2009. She said the students are in desperate need of Sp.Ed. teachers, and Pahrump has speech therapists but Tonopah has nothing. She asked the BOT to visit the schools and talk to parents and principals. She said they need teachers in Tonopah or more families will be leaving.

Michaela Tersigni stated she moved here in 2019. Her son is gifted but there are no gifted classes for him. She pulled him out of school because she does not want him to learn virtually. She then noted her daughter was choked in Art Class. The principal told her something would be done, but nothing was ever done. Her daughter is not safe there until that kid is gone. Her daughter tells her that he touches all kids' private parts during recess. She stated he is a special needs student and because there are no resources in Tonopah they keep him in class with all other students. She stated the teachers tell her "don't worry about it and ignore him".

Leslie Campos stated she was a mom of six kids from Kindergarten through high school, and she used to be an employee of the district. She said that the SESS department is expecting PreK kids to receive services via the internet or speech therapy through a screen. Students need more services, and SESS stated there is no manpower to do that. Kids that were put in to have services in January went for months without a word. She thanked all the teachers who have stuck through everything, and thanked Asst. Principal Firme for shoveling the snow, and Mr. Lindberg for cleaning the bathrooms when the didn't have a janitor.

Andrea Cobb stated her Sp.Ed. daughter is a junior in high school, and the Sp.Ed. program has been an issue since she was in 9<sup>th</sup> grade. Her concerns were never handled at the higher district level. Her daughter needs a tutor that the district cannot provide her. Mrs. Jeffrey and Mr. Firme have been supportive but her daughter is not getting the support she needs. She stated she should not have to constantly remind the teacher when the IEP is expiring, and by the time it is actually completed it is already expired. She asked the BOT to find better resolutions.

Brian Baudoin stated he has two students in high school. The Elevate learning program is not working and the money wasted could have been used to hire teachers with incentives to stay in Tonopah. The due process is not being done in Tonopah. The Tonopah students are not getting the same education as the students in Pahrump. School officials are violating the students' rights for not giving them the education they deserve.

Shannon Stringer stated she has lived in Tonopah since 2007, and one of the rights of a parent is to receive progress reports. Since Elevate has taken over, she has never received a progress report for her son. The quality of teachers through Elevate Sp.Ed. are subpar, she had a special meeting scheduled and the school had no idea the meeting was scheduled. When she called the teacher, she was rude and hung up on, and she has screamed at her son until he cries. She stated that is uncalled for and she didn't find out about it until a month later. She wanted to know why that is being allowed.

Diana Garcia stated she has triplets in the 5<sup>th</sup> grade, and wanted to reiterate the problem of the lack of teachers, and that no IEPs are being followed. She stated buses are breaking down and parents are notified 33 minutes after, roofs are leaking, HVAC systems are broken, the Amargosa well, etc. Kids deserve to go to a school where they have a comfortable environment. It is ridiculous to have to fight for the kids to go to school in a warm building. She thanked Mr. Schmidt for talking to the community because she was told from others that he wouldn't.

Melinda Jeffrey spoke stating this was the hardest year of her career. She said she is committed and won't let others beat her. She spoke to parents at the strategic planning meeting, and assured the BOT they are following policy, IDEA, laws, FERPA, etc. She cannot tell parents what other students have done. Some have stated that staff is leaving because of her, which is not true. The staff is tired of being berated by the parents. It is very hard to get parents to support any disciplinary decisions, and they tell her she cannot discipline students. Parents want to make the decisions of what happens in classrooms. They are very short staffed and have received zero applications for Tonopah. She stated she will continue to believe in this district, and she will continue to fight for the schools and teachers to be successful.

Sam Jeffrey asked what can be done to get staff in Tonopah. He suggested maybe getting apartments for them, pay off their school loans, contract with them so they stay in Tonopah, grow our own, etc. He said maybe they need to think outside of the box, and that his best interest is for the town of Tonopah.

## **ADJOURNMENT**

Mr. Wulfenstein adjourned the meeting at 10:24 p.m.

By \_\_\_\_\_  
Larry Small, Clerk

0570

## LEGAL COUNSEL

The Board of Trustees (BOT) of the Nye County School District (NCSD) may employ private legal counsel when the BOT determines such employment is necessary, and may pay for such counsel from NCSD funds. All legal issues within NCSD will be initially discussed with the Nye County District Attorney's Office for legal advice before addressing private counsel.

It will be the duty of the counsel to render all necessary legal opinions for the BOT, and to represent the BOT in specific problems requiring the services of legal counsel, keeping the BOT informed and reporting all findings.

Individual BOT members will not ~~may~~ contact legal counsel ~~without the express written knowledge and permission of~~ and will advise the BOT President and knowledge of the NCSD Superintendent of the contact. NCSD employees will not contact NCSD's legal counsel for NCSD business without being directed by, or without the express permission of, the Superintendent.

Adopted: June 28, 1995  
Revised: April 22, 2022  
Reviewed: April 22, 2022

NEPN/NSBA Classification: BDG  
Legal Reference: NRS 386.410

Forms Location: None

**BOARD OF TRUSTEES MEETING AGENDA**

The agenda of the Board of Trustees (BOT) will be prepared by the BOT President in consultation with the Superintendent, ~~BOT members, staff members, and other groups or individuals directly concerned.~~ The proposed agenda will be prepared and posted in compliance with Nevada Open Meeting Law (OML) NRS 241.020.

An agenda will consist of:

- a. ~~a clear and complete statement of the topics scheduled to be considered during the meeting;~~
- b. ~~a list and description of the items to be voted on during the meeting which must be clearly denoted as items on which action will be taken; and~~
- c. ~~reasonable time allotted to each individual wishing to speak to the BOT.~~

All BOT members have the authority to place an agenda item on a meeting agenda. Any BOT member who wishes to place an item on the agenda should make his/her request in writing to the BOT President, Superintendent or BOT Secretary and provide the backup materials necessary in a timely manner. The BOT secretary will provide the Agenda Request Form upon request. The decision for placement on the agenda, or future agenda, rests with the BOT President/Superintendent.

Adopted: June 28, 1995  
 Revised: December 10, 2020  
 Reviewed: April 22, 2022

NEPN/NSBA Classification: BEDB  
 Legal Reference: NRS 241.020

## DELETE

### 1650 ~~POLITICAL CANDIDATES~~

~~Nye County School District Board of Trustees is a non-partisan public body and, as such, will not endorse political candidates. The Board may, from time to time, support positions on public issues that impact the School District. No one will disseminate candidate campaign materials at District sites during school hours nor will District equipment or other resources be used to disseminate candidate campaign materials.~~

~~Should a political entity rent one of the District facilities for use, it may disseminate its campaign materials during that rental usage time, in accordance with District policy. When facilities are used for polling purposes, state and federal regulations will apply.~~

~~The state or county central committee shall be granted the use of a room without rental charge in a presidential election year for any purpose, including conducting precinct or caucus meetings without charge during other years for the purpose of conducting precinct meetings and at a charge not greater than that made for its use by other groups during other years for purposes other than conducting precinct meetings. However, the District will charge for custodial services.~~

~~Adopted: September 25, 1996~~

~~Revised: October 17, 2018~~

~~Reviewed: October 17, 2018~~

~~NEPN/NSBA Classification: KHE~~

~~Legal Reference: NRS 293.134~~

Nye County School District (NCS D) adheres to the Nevada Revised Statutes (NRS) regarding guardianship and short-term guardianship of minors.

Unless the child is of legal age or emancipated, his/her parent/legal guardian must be physically present and involved with the enrollment of an NCS D student. Legal guardianship is proven by producing certified court documents that state the name of the minor and the legal guardian.

1. A person who enrolls a student and who has a note or notarized note from the parent, is not a legal guardian unless he/she is named the legal guardian in a court document. A copy of the certified court document will be placed in the student's cumulative file.

Except as otherwise provided in NRS 127.045 and/or NRS 159A.205, a parent may appoint, in writing, a short-term guardianship for an unmarried minor if the parent has legal custody of that minor child. The *Six-Month Temporary Guardianship Under NRS 159A.205* form may also be submitted to the school. The appointment of a short-term guardian does not affect the rights of the other parent of the minor.

The written notice appointing a short-term guardian becomes effective immediately upon execution and must include, without limitation:

1. the date on which the guardian is appointed; and
2. the name of the parent who appointed the guardian; and
3. the name of the minor child for whom the guardian is appointed; and
4. the name of the person who is appointed as the guardian; and
5. the signature of the parent and the guardian in the presence of a notary public acknowledging the appointment of guardian.

The short-term guardian may serve as guardian of the minor for six (6) months unless the notice or a legal document specifies a shorter term.

Adopted: September 25, 1996  
Revised: October 17, 2018  
Reviewed: October 17, 2018

NEPN/NSBA Classification: KBD, KI

Legal Reference: NRS 127.045, 159A.205, 159A.215; NAC 385B.712

Forms Location: NCS D Website; Google Shared Drives/Employee Documents & Resources/Master Forms

## DELETE

**TITLE:** 7105R Guardianship

**PURPOSE AND BACKGROUND:** To outline procedures for guardianship of pupils

**APPLICABILITY:** All Schools

**MONITORING RESPONSIBILITY:** Site Administrators and Superintendent/Designee

### **OUTLINE OF PROCEDURE:**

1. Unless the child is of legal age or emancipated, the child's parent, legal guardian, temporary guardian (whether court or non-court appointed), or foster parent (upon verification from the social worker) must be physically present and involved with enrollment of a student.
2. Legal guardianship is proven by producing certified court documents that state the name of the minor and the legal guardian.
  - a. A person who enrolls a student and who has a note or a notarized note from the parent is not a legal guardian unless he/she is named the legal guardian in a court document.
  - b. A copy of the certified court document identifying the person as the legal guardian must be filed in the student's cumulative file.
3. Temporary Appointment of Guardian
  - a. Temporary Guardian—A temporary guardian who resides in this state may be appointed by both parents if living, not divorced and in legal custody of the child or by the parent having legal custody without the approval of a court, provided that he/she completes and notarizes the *Nye County School District Temporary Appointment of Guardian* form (NRS 159.205).
  - b. The appointment of a temporary guardian may be terminated by a written document signed by either parent if that parent has legal custody of the child.
  - c. The appointment of the temporary guardian may be terminated by any order of a court of competent jurisdiction that appoints a guardian.
  - d. The student may be conditionally enrolled until the completed form is received; however, if the student is conditionally enrolled, the adult enrolling the student must complete the *Nye County School District Parent Information* form for *Students Living with a Temporary Guardian* AND the *NCSD Agreement to Conditionally Enroll a Student* form.
    - The completed, notarized *Nye County School District Temporary Appointment of Guardian* form must be received within 30 calendar days of the conditional enrollment. The school registrar must have a process in place to note the due date.

- No information (e.g., report cards, attendance or counseling information) will be given to the adult enrolling the student until the completed, notarized form is returned to the school.
  - Even though a parent may have written a statement or completed a form other than the NCS D Guardianship form, the NCS D form must still be completed.
- e. Upon enrolling the student, the school should inform the temporary guardian of the following:
- If the enrolling student is a high school student, NIAA rules determine his/her right to participate in high school athletics.
  - By Nevada law, the temporary guardianship will expire at the end of six (6) months unless the temporary guardian provides another completed and notarized *Nye County School District Temporary Appointment of Guardian* form prior to the expiration date.
  - If the temporary guardian indicates that the parents' intent is to extend the period of guardianship, then the school should give the temporary guardian another *Nye County School District Temporary Appointment of Guardian* form for the parents to complete, notarize and return to the school prior to the expiration date of the previous form.
  - If the intent is for the person to serve as the temporary guardian for the entire school year, the temporary guardian should be given two forms, one to submit upon enrollment and one to submit to the school six months later.
  - No information about the child will be given to the temporary guardian once his/her guardianship has expired.
  - Once the temporary guardianship has expired, if the student lives within the Nye County School District, he/she must return to the school zoned for the residence of his/her parents.
  - Once the temporary guardianship has expired, if the student lives outside the Nye County School District, his/her parents must be notified that the student must return to his/her place of residence. If the parents cannot be reached or do not comply, the matter will be turned over to the SRO/JPO and reported as a child in need of supervision.
- f. If the student has a temporary guardian, the school must ensure the legal parents' information on the *NCS D Enrollment* form in the sections titled "Natural Father's Full Name, if not listed above" and "Natural Mother's Full Name, if not listed above." The address for the natural parents should also be entered in the adjoining boxes titled "Address."

g. If the temporary guardian informs the school that he/she is terminating the temporary guardianship, the school must contact the parents and notify them that the temporary guardian has terminated the guardianship and that the parents must withdraw the child and enroll him/her in the school zoned for their residence. If the parents cannot be reached or do not comply, the matter will be turned over to the School Resource Officer and reported as a child in need of supervision.

4. Enrolling adult is not the child's guardian, either court appointed or temporarily appointed by parent

a. The child's parent/guardian must be contacted immediately.

b. If the child's parent/guardian cannot be reached immediately, the school may have the enrolling adult complete both the *NCSD Temporary Appointment of Guardian* form and the *NCSD Parent Information Form for Students Living with a Temporary Guardian* form.

c. If the school cannot contact the parent/guardian, and the enrolling adult does not want to complete both forms mentioned in item 4b above, or if the school has concerns regarding the child's safety or welfare, the school may then consider referral to Nye County DCFS/CPS.

NOTE: Forms are available at schools and in the Forms Library on the District's website.

References: NRS 159.205

Revisions: May 17, 2016

Effective Date: March 20, 2014

NEPN/NSBA

Classification: NRS 127.045, 159.205, 159.215, NAC 386.782 & 386.784

## **STUDENT CONDUCT ON BUSES TRANSPORTATION RULES & RESPONSIBILITIES**

Nye County School District (NCS D) views school buses as an extension of the classroom. **If it is against the rules at school, it is against the rules on the bus and at the bus stop.** Safety is of primary importance for NCS D students as they wait for the bus and as we transport them to and from school and school-sponsored activities. Safety requires the cooperation of students, parents/legal guardians and school personnel. Parent/Legal guardian should review and discuss the school bus rules with their student in an effort to help him/her understand and assume responsibility for good conduct both at the bus stop and on the bus. **Parent/Legal guardian is expected to reinforce the transportation rules and responsibilities to assist:**

1. **the school district in providing safe and reliable transportation;**
2. **the motoring public and community members in having a safe and low-risk school bus operation in their communities;**
3. **all students to have access to safe and efficient transportation to/from school and school events.**

~~Students are charged with the responsibility of proper conduct while enroute to and from bus stops, at the bus stop, and while on the bus. Students will show respect for NCS D personnel and respect other students. Bus drivers/monitors are required to report known violations resulting in a disciplinary report to the school administrators via the NCS D Transportation Department. Failure to abide by the bus rules, show proper respect to others, and comply with requests of NCS D personnel may result in a student being issued a School Bus Incident Report with subsequent discipline, which may include suspension from bus transportation privileges being administered by the administration of the school of attendance, up to and including denial of bus transportation for a period of up to one year (365 calendar days). Loss of school transportation privileges does not excuse a student from school attendance, and therefore becomes the parent/legal guardian responsibility. Disciplinary consequences will follow NCS D policies and regulations, and the NCS D Restorative Justice Plan.~~

### **Student Responsibilities**

1. **Arrive to the bus stop ten (10) minutes prior to the scheduled stop time.**
2. **Display proper conduct while en route to/from bus stops, waiting at bus stop, and entering, riding, and exiting the bus.**
3. **Comply with the directions of the bus driver.**
4. **Remain properly seated at all times.**

5. Do not extend any part of your body out of the bus, or throw any item in or out of the bus.
6. There is no eating or drinking allowed on the bus. Bus drivers may make exceptions for activity or athletic trips, medical reasons, and weather-related occasions.
7. Do not cause damage to any part of the bus, or another student's property.
8. Do not bring skateboards, glass containers, large instruments, sports equipment, animals, or any other item that cannot be held on lap, or that could interfere with passenger safety.
9. Adhere to NCSD policy/regulation regarding weapons, drugs, alcohol, tobacco use, etc. while en route to/from bus stop, at bus stop, and while on the bus.
10. Follow the bus driver's directions and signals when crossing the road, and while entering or departing the bus.
  - a. crossing behind the bus is prohibited;
  - b. do not touch the outside of the bus;
  - c. refer to Diagram 1. below for bus danger zones.
11. Do not ride a bus other than your assigned bus. Students will board and disembark from the bus only at their assigned bus stop.

### **Parent/Legal Guardian Responsibilities**

1. Practice with your student so he/she can identify his/her bus stop location and the path to/from the bus stop.
2. Kindergarten students must be met at the bus stop by an approved adult unless written permission is submitted to the NCSD Transportation Department.
3. If parent/legal guardian, or approved adult, is required to meet his/her student at the bus stop, arrive at the bus stop ten (10) minutes prior to the scheduled bus arrival time.
  - a. **NOTE:** Failure to comply with the bus stop pickup requirements, or failure of notification that you will be late to the bus stop, will require the NCSD Transportation Department or school administrators to contact the Nye County Sheriff's Office for assistance.

4. Do not drop your student off behind the bus as this increases the risk to student safety. Please refer to Diagram 1. below for bus danger zones.
5. Do not block private driveways, park on private property, or immediately adjacent to the actual bus stop location.
6. Ensure your student is respectful of private and public property. Keep letter and trash away from stops and walk paths.

### **Bus Driver/Designated Driver Responsibilities**

1. Inspection and preparation of the vehicle.
2. Follow the planned route directions.
3. Ensure only authorized riders enter the bus, and that all students exit the bus at their assigned bus stop location.
4. Report any known violations of rules to school administration via the NCSD Department of Transportation.

### **School Administrator Responsibilities**

1. Investigate and follow NCSD policy/regulation regarding reported violations.
2. Follow up with parent/legal guardian regarding any issues or action taken.
3. Assist the Department of Transportation with concerns or violations that may warrant a student's immediate removal from school transportation privileges.

Severe misbehavior that causes a safety concern for staff/students could result in an immediate suspension from school transportation. These severe behaviors may include, but are not limited to:

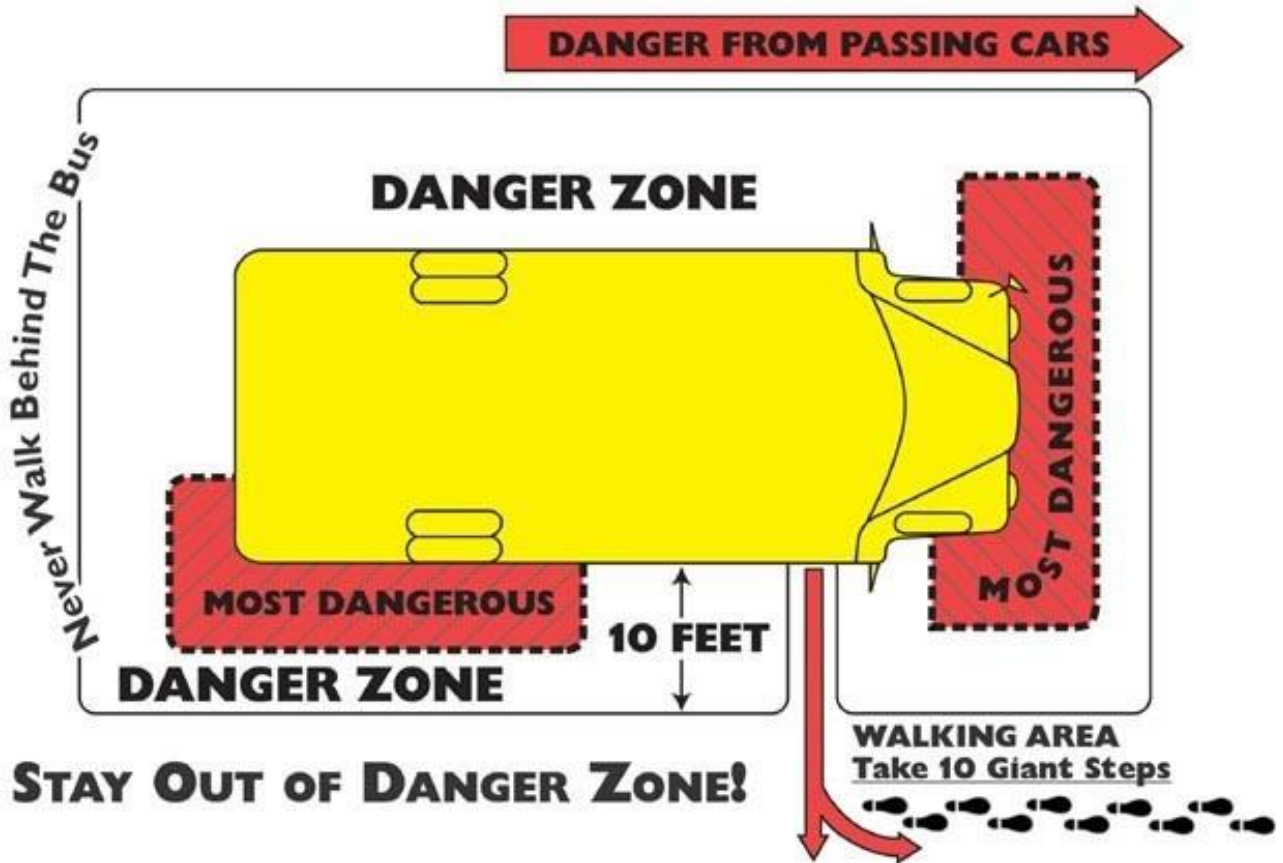
1. Violence/Harm (Battery) to a Staff Member;
2. Violence/Harm (Battery) to a Student;
3. Fighting;
4. Threat/Assault;
5. Possession/Distribution of Weapons, Narcotics, Marijuana, Tobacco/Vape Product;
6. Gang Activity;

7. Destruction of Property;

8. Disruptive Conduct.

Consequences to all student behavior will follow the NCSD Restorative Justice Discipline Matrix guidelines.

Diagram 1.



Adopted: April 9, 1998  
Revised: November 9, 2020  
Reviewed: November 9, 2020

NEPN/NSBA Classification: EEAEC  
Legal Reference: NRS 392.4636, 392.4644

Forms Location: None

**7331**

**STUDENT DRESS**

In order to prepare students for their future career choices, the Nye County School District (NCSD) Board of Trustees recognizes the need for NCSD to establish standards of dress and appearance. Students shall be required to show proper attention to personal cleanliness, neatness and established standards of dress and appearance.

Adopted: December 10, 1997  
Revised: May 6, 2019  
Reviewed: May 6, 2019

NEPN/NSBA Classification: JICA  
Legal Reference: NRS 392.4634 & 392.4635

Forms Location: None

**TITLE:** 7331R Student Dress

**PURPOSE AND BACKGROUND:** To provide guidelines for student dress.

**APPLICABILITY:** All students

**MONITORING RESPONSIBILITY:** Site Administrator/Designee

**OUTLINE OF PROCEDURE:**

District Standards

Nye County School District (NCSD) reserves the right to insist that the dress and grooming of students are within the limits of generally accepted good taste and that students will be required to show proper attention to cleanliness and safety.

Educational Environment

Student's dress, personal appearance and conduct are required to be of such character as not to disrupt or detract from the educational environment of the school. Any style which tends to diminish instructional effectiveness or discipline control by teachers is not acceptable.

Responsibility

NCSD school administration will have the right to designate which types of dress, fashion, fads or appearance disrupt or detract from the educational program and may be a potential safety hazard.

Information

Handbooks and/or newsletters prepared at each school will express uniformity on specific requirements and prohibitions. Each school will be responsible for activities to acquaint students, staff, and parents/legal guardians with the expectations and enforcement procedures for school and NCSD policies/regulations. Notifications of dress code changes occurring during the school year will be sent promptly to parents/legal guardians. Please obey the following requirements for all NCSD students:

1. Undergarments (boxers, bras, briefs, gym shorts, etc.) should NOT BE VISIBLE OR SEEN AT ANY TIME.
2. No see-through or bare belly shirts or blouses (this includes off-color bras that bring attention to the undergarments of an individual). Shirts are not allowed to be low cut, or loose and revealing, showing any part of the chest or torso. Tops must cover at least 3" of the shoulder.
3. Appropriate, comfortable, safe shoes with soles (i.e. dress shoes, sneakers and sandals with straps). No shoes with wheels.
4. Hats/head coverings are to be worn in the fashion intended for the particular head covering at the site administrator's<sup>29</sup> discretion.

5. Accessories that could be used as a weapon or pose a danger are forbidden due to safety concerns.
6. Any clothes, colors, armbands, handkerchiefs, bandanas, or jewelry that display gang affiliation, lewd or profane slogans, hate language, ethnic slurs, and/or promote violence, sex, drugs, tobacco or alcohol are forbidden.
7. Piercings that pose a danger are forbidden.

Students enrolled in a lab or shop class must follow any special clothing guidelines specified by the teacher. Students are expected to bring special clothes to wear during Physical Education class (P.E.) and must change out of P.E. clothes prior to attending other classes.

If the school has adopted a uniform, the wearing of the uniform represents automatic compliance with NCS D's dress code policy.

#### Other Considerations

1. The site administrator will retain the authority to grant exceptions for special occasions and/or special conditions.
2. The site administrator, in connection with the sponsor, coach or other person in charge of an extra-curricular activity, may regulate the dress and grooming of students who participate in the activity and may impose higher standards.

Effective Date: December 10, 1997  
Revisions: May 22, 2020  
Review: May 22, 2020

NEPN/NSBA Classification: JICA  
Legal References: NRS 392.4635

Forms Location: None

**Tonopah Elementary School**

**New School Construction**

**1 Ray Tennant Drive**

**Tonopah, Nevada 89049**

**Joe Schmidt, Director M&O NCSD**

**Nye County School District**

**Board of Trustees regular meeting**

**April 27, 2023**

Goal:

The goal of this update is to offer the latest information to the Board of Trustees, concerning the progress of the new elementary school project in Tonopah.

History:

During the Summer of 2022, we found the project to be too expensive to proceed. Much of the concern however, was based upon market conditions and unstable inflation. We decided to give the market some time to stabilize, in an attempt to move the project forward at a better economic time. During the board meeting in December of 2022, I reported that we had not yet seen improvements to the market, and if we see improvements by the end of the first quarter of 2023, we could keep the project moving. As we moved through the first quarter of 2023, conditions were seemingly stabilizing, but not enough to move ahead. CORE Construction called to offer some alternative construction methods that may mitigate enough of our financial concern to allow the project to move forward within the current financial market. I reported this development during the February meeting which was held in Beatty.

I met with CORE to discuss a variety of ideas and to plan how they may positively impact the project. One of the concerning factors of the financial market was on site labor cost. Moving crews to a remote location during busy building times is an expensive proposition. CORE suggested construction methods whereby sub-assemblies would be constructed off site, and moved in and assembled. This reduces labor costs significantly and in combination with flexibility of construction materials and site arrangement we believed this would be our best chance at success. We talked about modular construction, differing construction materials, and the earth work involved with the placement of buildings, utility infrastructure and parking. It was an encouraging conversation, so we scheduled a meeting with CORE (our contractor) and KNIT (our Architect) to begin to put numbers on this battery of ideas, and to decide if there would be any trade-offs that may be untenable.

I met with the Superintendent to review the program. The number of classrooms, class size, admin space, teacher accommodations etc. were reviewed and these specifications were sent to our team to insure we met our goals. In March, we met with CORE and KNIT to review the budget and discuss two optional projects, as presented by KNIT. Mr. Ritchie reviewed the project budget, which is 23 million dollars. We discussed two optional site layout plans, and two building finish options. All of the options considered a modular construction method using steel framework, much like the existing High School on the same site. The options all met the parameters set forth in the latest program plan. Preliminary cost estimates for the selected option are 21.5 million.

Current State:

With this information we are encouraged to continue, and the attached sketch shows our best option as we see it, after factoring in a host of differing challenges and ideas. As you review the statistics and the drawing, you'll see some differences from our original concept. Among the most visible changes, you will see that the building has been moved to an area requiring significantly less Earthwork to level, and the parking lot has been split into two for the same reason. A full kitchen has been removed, instead we plan to enhance the current THS kitchen and do the cooking there, while feeding the elementary students will take place in the Multi-Purpose Room of the new School. Attached is our latest concept. As Board Members, I'm sure you'll want more detail on the floorplan and what the building will look like on the inside, to see the flow and the feel. Those drawings are coming, but I felt like this project has been in the works for an extended time, so I wanted you to see what we currently have, instead of waiting for more detail. We are always happy to present more info as it becomes available. Budget numbers are being worked on as we speak to further dial in current costs, but as of this writing the project looks to be viable, and below is a brief program list, and a conceptual drawing for your review:

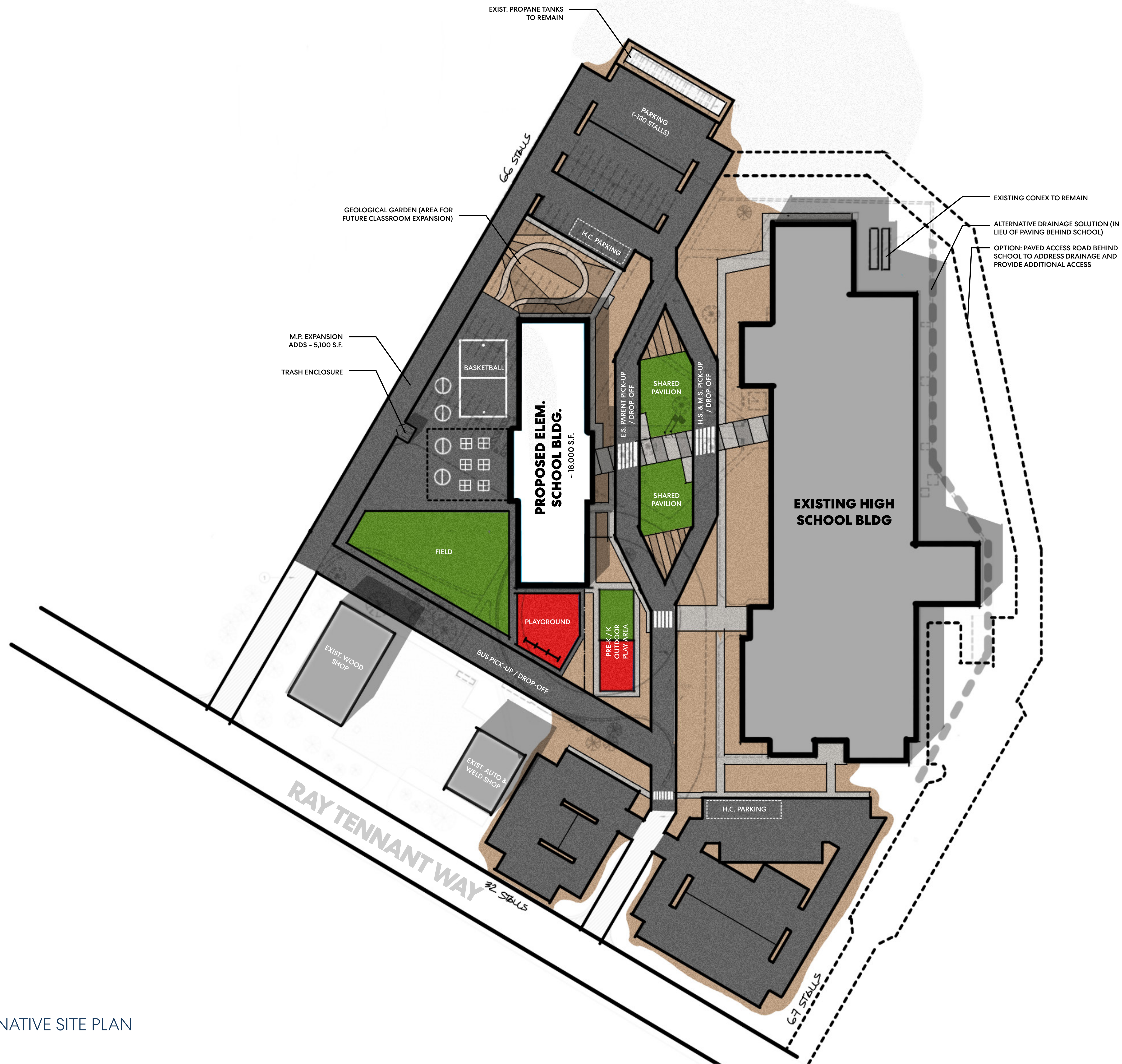
Total number of Teaching Stations: 13

- Pre-K 1
- Kinder 2
- Grade 1 thru 5 Classrooms 6
- SPED Classroom 1
- Art Classroom 1
- Music Classroom 1
- Library 1

Admin Area:

- Admin Office 1
- Lobby/Reception 1
- Conference Room 1
- Staff Workroom 1
- Staff Restrooms

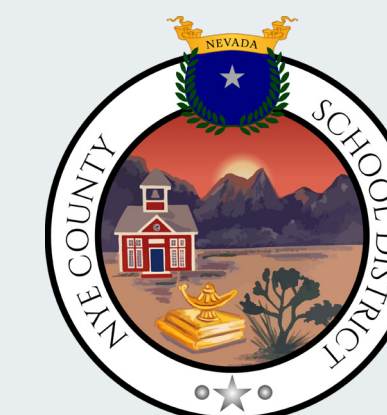
Multipurpose Room: 4500 Square Feet



ALTERNATIVE SITE PLAN  
1" = 40'-0"



7250 Peak Drive,  
Suite 216  
Las Vegas, NV 89128  
P 702.363.2222  
KnitStudios.com



Tonopah Elemtraty School  
Nye County School District  
Site Alternatives

KNIT PROJECT #: 210090  
PHASE: CONCEPTUAL  
DATE: 04.14.2023  
SHEET: 1 OF 1

**Amargosa School**

**Parking Lot Replacement (PWP-NY-2023-102)**

**1560 E. Farm road**

**Amargosa Valley, Nevada 89020**

**Joe Schmidt, Director M&O NCSD**

**Nye County School District**

**Board of Trustees regular meeting**

**April 27, 2023**

Goal:

This project will replace the parking lot at the Amargosa School. It will remove the existing pavement, add a type II base, grade for proper drainage and replace the pavement. A bus lane will be identified and ADA parking will be accommodated. We recently painted the exterior surfaces of the buildings, and replaced much of the sidewalk along the front of the main building. We demolished and removed an old storage building, and this project seeks to enhance the safety of our pedestrian and vehicular traffic, while furthering the aesthetic development of the campus.

Discussion:

The campus parking lot has been in a state of disrepair for quite some time. Much of the pavement has crumbled and there are significant raised areas causing trip hazards. The landscaping and sidewalks have failed and this project seeks to replace all of it. We plan to pave 28,600 square feet, and resurface 8,900 square feet of gravel for bus parking.

During the course of planning this project we uncovered and identified one septic system access cover, and learned there are three leach fields currently under the lot. This issue needed to be addressed, as a septic failure, or an issue that caused us to uncover the system would mean we'd have to work through, and then patch our lot.

If something happens that would cause such an issue, we would assess moving the septic system before disturbing our new parking lot, but we took the following steps to address this concern:

- The systems were located with ground penetrating radar so we know precisely where they are in case of a failure.
- We had them inspected and serviced.
- Drainage elevations will be adjusted so we don't engage them during construction.
- Geo-mesh product will be used to protect them over time

Our Architect communicated with inspectors, our Contractor, and County building inspectors to discuss this issue. Since we are not planning to alter the systems currently installed, and we are taking the above listed measures, we believe our best course is to move forward as described above.

Warranty:

The project has a one-year warranty, staff from CORE are present tonight to answer any warranty questions.

Bidding:

A bid tabulation sheet is attached for your review, and a staff member from CORE is present tonight to overview the bidding process, and answer any questions about the bidding process, post bid de-scope process or other questions.

Recommendation:

We recommend approval of CORE West, GMP which includes J & J Enterprises to complete the paving project, the total project cost is \$1,033,428.00. This total includes \$391,672.00 in contingency allotment, of which \$340,000.00 is for any possible septic work. As stated above, our plan does not include septic work, but in order to keep the project moving if an unanticipated septic issue arose, we included it in the total.

J & J Enterprises had the lowest bid and we are confident they understand, and will complete the job on time. Their bid is complete and responsive.

Schedule:

We plan to start the project as soon as the current school year is over, and have it completed before the 2023/2024 school year commences. Any work that may be done during school hours will be done in a way that will not interfere with the academic day. Please see the attached construction schedule.

Attachments:

Guaranteed Maximum Price (GMP) Proposal

Construction Schedule

Bid Tabulation Sheet

# 1. Guaranteed Maximum Price (GMP) Proposal





Nye County School District  
Amargosa Parking Lot Replacement

Thursday, April 6, 2023

#	Description		Base Price
<b>GENERAL</b>			<b>\$26,506</b>
GEN1	Temporary Construction Requirements		\$7,794
GEN3	Waste Management & Cleaning Requirements		\$18,712
<b>DEMOLITION / OFF-SITE INFRASTRUCTURE</b>			<b>\$0</b>
<b>SITE WORK (ROUGH)</b>			<b>\$399,830</b>
8	Site Clearing, Earthwork & Paving	J & J Enterprises	\$397,830
11	Dust Control		\$2,000
<b>STRUCTURE</b>			<b>\$0</b>
<b>ENCLOSURE</b>			<b>\$0</b>
<b>INTERIOR FINISHES</b>			<b>\$0</b>
<b>SPECIALTIES</b>			<b>\$0</b>
<b>EQUIPMENT</b>			<b>\$0</b>
<b>MEP SYSTEMS</b>			<b>\$0</b>
<b>UNIQUE FEATURES OF WORK</b>			<b>\$0</b>
<b>Subtotal</b>			<b>\$426,336</b>
<b>CONTINGENCIES &amp; ALLOWANCES</b>			<b>SUB TOTAL</b>
5.0%	Contractor Construction Contingency		\$51,672
LS	Allowance #1 - Leach Field Replacement		\$340,000
<b>Subtotal</b>			<b>\$818,008</b>
<b>RATE</b>	<b>GENERAL CONDITIONS</b>		<b>SUB TOTAL</b>
LS	General Conditions		\$98,924
LS	Warranty		\$36,170
<b>Subtotal</b>			<b>\$953,102</b>
<b>RATE</b>	<b>INSURANCE, BONDS, AND BUILDERS RISK</b>		<b>SUB TOTAL</b>
1.10%	General Liability		\$11,368
1.38%	Subcontractor Default Insurance		\$11,289
0.77%	Payment and Performance Bond		\$7,958
LS	Builders Risk Insurance		\$500
<b>Subtotal</b>			<b>\$984,217</b>
<b>RATE</b>	<b>CONTRACTOR'S FEE</b>		<b>SUB TOTAL</b>
5.00%	Construction Manager At Risk Fee		\$49,211
<b>Subtotal</b>			<b>\$1,033,428</b>
			<b>Current Working Estimate</b>
<b>Estimate Total</b>			<b>\$1,033,428</b>



NCSD - Armogosa Parking Lot Replacement

ID	Task Name	Duration	Start	Finish	2nd Quarter			3rd Quarter	
					Apr	May	Jun	Jul	Aug
0	<b>NCSD - Armogosa Parking Lot Replacement</b>	<b>130 d</b>	<b>Wed 2/1/23</b>	<b>Fri 8/4/23</b>					
1	Preconstruction	62 d	Wed 2/1/23	Fri 4/28/23					
7	Procurement	20 d	Mon 5/8/23	Mon 6/5/23					
27	Project Milestones	21 d	Fri 4/28/23	Tue 5/30/23					
28	<i>GMP / Contract Executed</i>	<i>0 d</i>	<i>Fri 4/28/23</i>	<i>Fri 4/28/23</i>					
29	<i>NTP Issued</i>	<i>0 d</i>	<i>Fri 5/5/23</i>	<i>Fri 5/5/23</i>					
30	<i>Construction Start</i>	<i>0 d</i>	<i>Tue 5/30/23</i>	<i>Tue 5/30/23</i>					
31	Construction	37 d	Wed 5/31/23	Fri 7/21/23					
43	<i>Substantial Completion</i>	<i>0 d</i>	<i>Fri 7/21/23</i>	<i>Fri 7/21/23</i>					
44	Complete Punch List	5 d	Mon 7/24/23	Fri 7/28/23					
45	Contractual Close Out	10 d	Mon 7/24/23	Fri 8/4/23					
46	<i>Final Completion</i>	<i>0 d</i>	<i>Fri 8/4/23</i>	<i>Fri 8/4/23</i>					

Task Summary Deadline Progress

Milestone Project Summary Critical



**Rosemary Clarke Middle School**

**Nye County School District**

**Foundation Lift Project (PWP-NY-2023-230)**

**Board of Trustees regular meeting**

**4201 N. Blagg**

**April 27, 2023**

**Pahrump, Nevada 89060**

**Joe Schmidt, Director M&O NCSD**

**Goal:**

This project will level two areas of RCMS that have settled. One area had the floor settle, and one area had the floor and the foundation settle. All must be remedied.

**Discussion:**

During the fall semester of the current school year, site staff noticed cracks along the perimeter of the floor in D and H building. M&O inspected and measured the areas, and confirmed approximately four inches of settling had occurred in both buildings. Soon after, we contracted with an Architect to inspect and provide a structural safety assessment. After review, the buildings were deemed safe, as no collapse was imminent, nor were any other safety issues identified. This is a cosmetic issue now, but if left unrepaired, sinking may continue to the point of structural problems. We already have the campus closed this summer for HVAC repair, and we anticipate all work on this project to be complete before the 2023/2024 school year commences so this summer is the proper time to address the issue.

This project will use two technologies to lift the foundation and floor slab where needed. 24 Helical Piers will be driven into the ground to hold foundations, and a Polyurethane product will be used to lift and stabilize floor slabs.

In addition to the lift work, we will add 8,800 square feet of cement, five inches thick to areas surrounding the buildings under construction to better divert water. We will also repair the drain system that has occluded over time and these items are expected to better manage surface water in an effort to prevent further settling damage.

**Warranty/Completion date:**

The contract currently under legal review contains language offering a one year warranty and the work is to be completed within 28 days of commencement, and in no case can the project go beyond August 1<sup>st</sup> 2023.

Bidding:

We advertised the job in the Las Vegas Review Journal, the Pahrump Valley Times and posted it on construction Notebook. As a result, we received one responsive bidder, please see attachment.

Recommendation:

We recommend approval of Cross Construction Company LLC to complete the job. Total project cost is \$402,010.00 and it also has a \$13,579.00 additive alternate for flooring replacement. We recommend approval of both, the 402k and the 13.5k add alternate. This will complete the entire job before school opens for the 2023 2024 academic year.

Schedule:

We plan to start the project as soon as the current school year is over, and have it completed before the 2023/2024 school year commences. Any work that may be done during school hours will be done in a way that will not interfere with the academic day. The Helical Piers may need to be custom fabricated per our specification, we anticipate a lead time of 30 days.

Attachments:

Cross Construction Company LLC bid sheet

Att: Joe Schmidt  
Rosemary Clarke Middle School  
4201 N Blagg Rd  
Puhump, Nevada 89060

4/7/2023

**Description**

**Budget**

Install 24 Helical Piers along the perimeter footing in the settled areas.  
(Helical Pier pricing is based on a max depth of 20' and is pending the pier type, recommended depth, torque and pressure which is to be provided by EOR.  
Locations of piers are indicated on the drawing)

We will lift in some areas and stabilize only in others. This will be determined by the onsite foreman based on the actual site conditions that exist after the piers have been completely installed, as the structure is being lifted

Install 6' Steel under the double doors of Building D Hallway to further reinforce the footing during pier installation.

A GPR (Ground Penetrating Radar) will be used to locate any underground utilities.

Inject an estimated Lump Sum of 0-1,500 lbs. of our EL003 Polyurethane to fill voids under the slab in areas that are lifted.

\*\*\*NOTE\*\*\* Goal is to lift the structure to its most practical elevation and to mitigate against further abnormal settlement.

Approximately 8,800 SF of 5 Inch 4500 Psi of concrete to be pour in places mark by Architect

Remove all concrete and flooring requestd marked by Eaglelift. Including haul off and Dump

Clean out existing undergroubd drain inlets Near lifted places  
Install approximately 75' of drain to drain inlet maktred by architect

General Contractors fee's and Supervision

<b>Total</b>	<b>\$</b>	<b>402,010</b>
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**Add alternate**

<b>Flooring To supply and install flooring including patching (In area's removed by u:</b>	<b>\$</b>	<b>13,579</b>
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**Warren Shillingburg, PhD**  
Superintendent

**Laura Weir**  
Assistant Superintendent

**Ray Ritchie**  
Chief Operating Officer

**Brenda Slusser, PhD, SHRM-SCP**  
Executive Director, Human Resources

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

# Nye County School District



Every Student A Success

**BOARD OF TRUSTEES**  
Bryan Wulfenstein, President  
Roger Morones, Vice-President  
Larry Small, Clerk  
Chelsy Fischer  
Nathan Gent  
Mark Hansen  
Teresa Stoddard

**Northern Administration Office**  
P.O. Box 113  
Tonopah, Nevada 89049  
Phone 775-482-6258  
Fax 775-482-8573  
Corr:018:23

## MEMORANDUM

Date: April 17, 2023

TO: Board of Trustees

FROM: Raymond Ritchie, Chief Operating Officer

SUBJECT: Request approval to transfer Silver Rim to Nye County

Attached for your approval please find the Resolution and Quitclaim Deed for Silver Rim. NCSD is requesting to give said property to Nye County in an "as is" state. This building has sat dormant for over 10 years and has wall & floor damage. It is our understanding that the County will be utilizing the building strictly for storage.

RR:es

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

THIS AGREEMENT FOR ADMISSION OF NON-RESIDENT PUPILS (“Agreement”) is made and entered into this 1<sup>st</sup> day of August, 2021, between NYE COUNTY SCHOOL DISTRICT, a political subdivision of the State of Nevada pursuant to NRS 386.010 (“NCSD”) and ESMERALDA COUNTY SCHOOL DISTRICT, a political subdivision of the state of Nevada pursuant to NRS 386.010 (“ECSD”), for the purpose of NCSD providing educational services to pupils of the ECSD who attend NCSD schools. Throughout this Agreement the NCSD and ECSD shall be referred by their respective designation set forth above or collectively as the “Parties.”

**I.**  
**RECITALS**

A. The Parties are adjoining public school districts within the borders of the State of Nevada, subject to the laws of Nevada, including NRS 392.010 which authorizes the Parties to enter into an agreement for school age children residing in ECSD to attend the schools of the NCSD.

B. Through this Agreement NCSD and ECSD agree to provide for the education of qualified pupils residing in ECSD to attend grades 9 through 12 of the NCSD at schools located in Tonopah, Nevada. The pupils of the ECSD referenced in Exhibit “A,” of this Agreement are the pupils who are currently subject to the terms of this Agreement. ECSD will provide an updated Exhibit “A,” to NCSD on or before July 1<sup>st</sup> of each school year term of this Agreement listing the ECSD pupils who wish to attend NCSD schools that school year.

C. NCSD agrees to provide to the pupils identified in Exhibit “A,” instruction and facilities for learning that are comparable to the instruction and facilities provided to NCSD pupils.

D. NCSD also agrees to provide instruction and facilities for ECSD pupils identified as requiring special education and related services in accordance with the Individuals with Disabilities Education Act, 20 U.S.C. §1400, et. seq., (“IDEA”) and NRS 388.417, et. seq., as well as §504 of the Rehabilitation Act of 1973, all in accordance with the terms set forth herein.

Based on the foregoing, the Parties agree as follows:

**II.**  
**TERMS**

1. **Term:** This Agreement became effective on August 1, 2021 and will expire on the last day of the school year 2022-2023 as designated by the Board of Trustees of the NCSD. The term of this Agreement shall not automatically renew. This Agreement can only be extended by a written extension executed by the Parties and attached hereto which shall include a current list of the ECSD students to whom the extension applies.

2. **Representations and Agreements of NCSD:** NCSD represents and agrees to provide the following:

a. All educational services and facilities available at the NCSD school or schools attended by the ECSD pupils identified in Exhibit "A," of this Agreement, as that Exhibit will be amended each school year term by ECSD, including such services as specified in the Individual Education Plan ("IEP") or §504 Plan of any ECSD special education pupil or which are considered to be usual to the educational services provided to similar pupils residing in the NCSD, subject to the provisions of paragraph 3, below. NCSD shall provide ECSD notice of any IEP or §504 meetings so that a representative of ECSD may attend all IEP and §504 meetings of eligible ECSD students.

b. All invoices and supporting documentation for reimbursable expenditures and tuition of each ECSD pupil identified in Exhibit "A," below, including any special education programs and related services. NCSD will send invoices to ECSD on a regular basis as determined by the Parties.

c. If a pupil of the ECSD withdraws from or ceases to be enrolled in the NCSD, a record of his withdrawal shall be placed in the pupils file and any document that contains the pupil's enrollment information. Within a reasonable time, not to exceed ten (10) school days, NCSD shall send written notice of the pupil's withdrawal to ECSD. The written notice shall include the pupil's date of withdrawal and, if known, the reason for the pupil's withdrawal.

3. **Representations and Agreements of ECSD:** ECSD represents and agrees to the following:

a. To furnish the NCSD a list as referenced in Art. I, ¶ B., supra., of all ECSD pupils who will attend NCSD schools and who require educational services on or before July 1<sup>st</sup> of each year of the term hereof. The list shall include each pupil's name, age, grade, county, and state of residence, and whether the pupil is a regular, special education or §504 pupil.

b. To provide NCSD a copy of the current IEP or §504 Plan, for each special education or §504 eligible pupil by July 1<sup>st</sup> of each school year of this Agreement and to respond within ten (10) business days to all inquiries from NCSD regarding services required for each special education or §504 eligible pupil.

c. Beginning July 1, 2022, and each school year term of this Agreement thereafter, to pay tuition directly to NCSD in the amount of Eight Hundred Dollars and no/100's Dollars (\$800.00) per pupil. ECSD will be responsible

for all related costs of each ECSD pupil identified in Exhibit "A," attending NCSD during each school year term of this Agreement, and authorizes the Nevada Department of Education ("NDE") to deliver the Pupil-Centered Funding Plan ("PCFP") and/or State Education Fund allotted for each ECSD pupil to NCSD at the amount applicable to NCSD students, along with any other funds allocated for those students under any federal program or other funding provided by the NDE, Esmeralda County or the State of Nevada for each pupil identified in Exhibit "A," for the fiscal school year applicable to this Agreement.

d. To pay all invoices reflecting professional services provided to a student outside the NCSD as specified in the IEP of each special education or §504 pupil identified in Exhibit "A."

e. To recruit all personnel necessary to provide the educational services required for each ECSD pupil, including special education and §504 pupils, which cannot be provided by existing NCSD staff and resources, as identified and communicated by NCSD, as more fully set forth in paragraph 4, below.

f. To provide and pay for the transportation needs of all ECSD pupils, including special education and §504 pupils.

g. To be the local educational authority ("LEA") responsible for all ECSD pupils including all special education and §504 pupils.

4. **Employment of Personnel:** As specified in paragraph 3 (e), above, ECSD agrees to recruit teachers and other educational professionals required for NCSD to meet the educational needs of the ECSD students who are the subject of this Agreement. The Parties agree to work cooperatively in the recruitment and hiring process as more specifically set forth below:

a. ECSD shall be responsible for hiring all teachers and other educational professionals necessary for NCSD to provide educational services to ECSD students attending NCSD schools. ECSD agrees this obligation is continuing if any teacher or other educational professional recruited by ECSD and hired by NCSD ceases to be employed for any reason.

b. NCSD shall provide ECSD all employment application and related materials, as well as access to the NCSD school facilities, if necessary, to assist in the interview and hiring of any teachers or other educational professionals.

c. Any teacher or educational professional ECSD recruits and recommends for hire shall first be approved by NCSD, and if approved, shall become an employee of the NCSD.

d. The Parties agree to pro rate the costs of any teacher or educational professional hired through the above process if the employee provides services to ECSD students and NCSD students. Proration shall be based on the percentage of ECSD and NCSD students to whom services are provided as compared to the total number of ECSD and NCSD students combined.

5. **Termination:** This Agreement may be terminated by either Party upon thirty (30) days written notice to the other Party. However, termination will only become effective at the conclusion of the school year term to prevent disruption of educational services to the pupils identified in Exhibit "A."

6. **Miscellaneous:**

a. This Agreement shall become valid and binding upon the Parties hereto following approval by the Board of Trustees and Superintendent of each Party and the NDE.

b. This Agreement constitutes the entire agreement between the Parties and supersedes any prior agreement, written or oral, between the Parties. Any representation, promise, or agreement not specifically included in this Agreement shall only be binding on the Parties hereto if it is in writing and signed by the Parties hereto.

c. This Agreement is governed by the laws of the State of Nevada as they exist from time to time.

d. Any action brought to enforce the terms of this Agreement shall be brought in the Fifth Judicial District Court of the State of Nevada, located in Pahrump, Nevada.

e. Should any action be brought to enforce the terms of this Agreement the prevailing Party shall be entitled to recover its costs and reasonable attorney's fees incurred in the action.

BOARD OF TRUSTEES  
NCSD

By \_\_\_\_\_  
President  
Nye County School Board

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

BOARD OF TRUSTEES  
ECSD

By *Jessha Hafez*  
President  
Esmeralda County School Board

*William Kurling*  
Clerk

\_\_\_\_\_  
Date

**Warren Shillingburg, PhD**  
Superintendent

**Laura Weir**  
Assistant Superintendent

**Ray Ritchie**  
Chief Operating Officer

**Brenda Slusser, PhD, SHRM-SCP**  
Executive Director, Human Resources

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

# Nye County School District



**Every Student A Success**

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

To: Nye County School Board of Trustees  
From: Dr. Brenda Slusser, SHRM-SCP  
Re: Long-term Sub Teacher Incentive

This communication is in response to the BOT's request for long-term substitutes during the 22/23 school year to receive an incentive and appreciation for their hard work during this school year.

This agreement is to provide a one time, \$500.00 payment to long-term substitute teachers. The guidelines for receiving this benefit will be as follows:

- The \$500.00 payment would be paid to the 22 long-term substitute teachers that have been a continuous long-term substitute in the classroom for the 22/23 school year.
- This incentive will be paid on May 15, 2023.
- This agreement would only be in effect through the 2022-2023 school year.

NCSD Board of Trustees President

NCSD Board of Trustees Clerk

\_\_\_\_\_  
Mr. Bryan Wulfenstein  
NCSD BOT President  
Date Signed \_\_\_\_\_

\_\_\_\_\_  
Mr. Larry Small  
NCSD BOT Clerk  
Date Signed \_\_\_\_\_

**DRAFT NYE COUNTY SCHOOL DISTRICT  
2023-2024 BOARD MEETING SCHEDULE - OPTION ONE**

DATE	TIME	LOCATION	<b>BACKUP IS DUE BY END OF BUSINESS DAY ON</b>
Thursday, 07/20/23	5:30 PM	Pahrump	Monday, 07/10/23
Thursday, 08/17/23	5:30 PM	Gabbs	Monday, 08/07/23
Thursday, 09/21/23	5:30 PM	Pahrump	Monday, 09/11/23
Thursday, 10/19/23	5:30 PM	Round Mountain	Tuesday, 10/10/23
Thursday, 11/16/23	5:30 PM	Pahrump	Monday, 11/06/23
Thursday, 12/14/23	5:30 PM	Amargosa	Monday, 12/04/23
Thursday, 01/18/24	5:30 PM	Pahrump	Monday, 01/08/24
Thursday, 02/22/24	5:30 PM	Beatty	Tuesday, 02/13/24
Thursday, 03/21/24	5:30 PM	Pahrump	Monday, 03/11/24
Thursday, 04/25/24	5:30 PM	Tonopah	Monday, 04/15/24
Thursday, 05/23/24	5:30 PM	Pahrump	Monday, 05/13/24
Thursday, 06/13/24	5:30 PM	Pahrump	Monday, 06/03/24

\*Includes Public Budget Hearing (NRS 354.596)

**NOTE:** Changes in time or specific location will be noted on the posted agenda.

**NOTE:** All meetings will be available for viewing via livestream - details posted on the NCSD website.

<b>Dates to Remember:</b>		
NASB Conference	Dec. 1-2, 2023	Las Vegas
NSBA Conference	TBD	TBD

*Updated 03/08/23*

**DRAFT NYE COUNTY SCHOOL DISTRICT  
2023-2024 BOARD MEETING SCHEDULE - OPTION TWO**

DATE	TIME	LOCATION	BACKUP IS DUE BY END OF BUSINESS DAY ON
Thursday, 07/20/23	5:30 PM	Pahrump	Monday, 07/10/23
Thursday, 08/17/23	5:30 PM	Tonopah	Monday, 08/07/23
Thursday, 09/21/23	5:30 PM	Pahrump	Monday, 09/11/23
Thursday, 10/19/23	5:30 PM	Tonopah	Tuesday, 10/10/23
Thursday, 11/16/23	5:30 PM	Pahrump	Monday, 11/06/23
Thursday, 12/14/23	5:30 PM	Tonopah	Monday, 12/04/23
Thursday, 01/18/24	5:30 PM	Pahrump	Monday, 01/08/24
Thursday, 02/22/24	5:30 PM	Tonopah	Tuesday, 02/13/24
Thursday, 03/21/24	5:30 PM	Pahrump	Monday, 03/11/24
Thursday, 04/25/24	5:30 PM	Tonopah	Monday, 04/15/24
Thursday, 05/23/24	5:30 PM	Pahrump	Monday, 05/13/24
Thursday, 06/13/24	5:30 PM	Tonopah	Monday, 06/03/24

\*Includes Public Budget Hearing (NRS 354.596)

**NOTE:** Changes in time or specific location will be noted on the posted agenda.

**NOTE:** All meetings will be available for viewing via livestream - details posted on the NCSD website.

Dates to Remember:		
NASB Conference	Dec. 1-2, 2023	Las Vegas
NSBA Conference	TBD	TBD

*Updated 03/08/23*

**DRAFT NYE COUNTY SCHOOL DISTRICT  
2023-2024 BOARD MEETING SCHEDULE - OPTION THREE**

DATE	TIME	LOCATION	BACKUP IS DUE BY END OF BUSINESS DAY ON
Thursday, 07/20/23	5:30 PM	Pahrump	Monday, 07/10/23
Thursday, 08/17/23	5:30 PM	Pahrump	Monday, 08/07/23
Thursday, 09/21/23	5:30 PM	Pahrump	Monday, 09/11/23
Thursday, 10/19/23	5:30 PM	Pahrump	Tuesday, 10/10/23
Thursday, 11/16/23	5:30 PM	Pahrump	Monday, 11/06/23
Thursday, 12/14/23	5:30 PM	Pahrump	Monday, 12/04/23
Thursday, 01/18/24	5:30 PM	Pahrump	Monday, 01/08/24
Thursday, 02/22/24	5:30 PM	Pahrump	Tuesday, 02/13/24
Thursday, 03/21/24	5:30 PM	Pahrump	Monday, 03/11/24
Thursday, 04/25/24	5:30 PM	Pahrump	Monday, 04/15/24
Thursday, 05/23/24	5:30 PM	Pahrump	Monday, 05/13/24
Thursday, 06/13/24	5:30 PM	Pahrump	Monday, 06/03/24

\*Includes Public Budget Hearing (NRS 354.596)

**NOTE:** Changes in time or specific location will be noted on the posted agenda.

**NOTE:** All meetings will be available for viewing via livestream - details posted on the NCSD website.

Dates to Remember:		
NASB Conference	Dec. 1-2, 2023	Las Vegas
NSBA Conference	TBD	TBD

*Updated 03/08/23*

**NYE COUNTY SCHOOL DISTRICT  
2022-2023 BOARD MEETING SCHEDULE**

<b>DATE</b>	<b>TIME</b>	<b>LOCATION</b>	<b>BACKUP IS DUE BY END OF BUSINESS DAY ON</b>
Wednesday, 07/27/22	5:30 PM	Pahrump	Friday, 07/15/22
Wednesday, 08/24/22	5:30 PM	Gabbs	Friday, 08/12/22
Wednesday, <del>09/21/22</del> 09/28/22	5:30 PM	Pahrump	Friday, <del>09/09/22</del> 09/16/22
Wednesday, 10/12/22	5:30 PM	Round Mountain	Friday, 09/30/22
Wednesday, 11/16/22	5:30 PM	Pahrump	Friday, 11/03/22
Wednesday, 12/14/22	5:30 PM	Amargosa	Friday, 12/02/22
Wednesday, 01/18/23	5:30 PM	Pahrump	Friday, 01/05/23
Wednesday, <del>02/22/23</del> Thursday, 02/23/23	5:30 PM	Beatty	Friday, 02/10/23
Wednesday, <del>03/22/23</del> Thursday, 03/23/23	5:30 PM	Tonopah	Friday, 03/10/23
Wednesday, <del>04/26/23</del> Thursday, 04/27/23	5:30 PM	<del>Duekwater</del> Pahrump	Friday, 04/17/23
Wednesday, <del>05/24/23*</del> Wednesday, 05/17/23	5:30 PM	Pahrump & All Sites	Friday, 05/05/23
Wednesday, <del>06/14/23</del> Thursday, 06/15/23	5:30 PM	Pahrump	Friday, 06/09/23

\*Includes Public Budget Hearing (NRS 354.596)

**NOTE:** Changes in time or specific location will be noted on the posted agenda.

**NOTE:** All meetings will be available for viewing via livestream - details posted on the NCSD website.

<b>Dates to Remember:</b>		
NASB Conference	Nov. 10-12, 2022	Lake Tahoe
NSBA Conference	April 1-3, 2023	Orlando

*Updated 04/18/23*