

# Agenda

## Lyon County School District Board of Trustees

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A Board Meeting of the Board of Trustees of Lyon County School District will be held Tuesday, August 25, 2020, beginning at 6:30 PM at the Professional Learning Center PLC on SSMS Campus, 3800 W. Spruce St., Silver Springs, NV 89429.

The subjects to be discussed or considered or upon which any formal action may be taken are listed below. Items do not have to be taken in the order shown on this meeting notice.

1. CALL TO ORDER

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2. PLEDGE OF ALLEGIANCE

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3. WELCOME OF GUESTS

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4. APPROVAL OF AGENDA

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5. APPROVAL OF MINUTES

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6. BOARD MEMBER REPORTS: Opportunity for Board members to report items of interest.

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7. Attitude of Gratitude

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8. SUPERINTENDENT REPORT: Opportunity for Superintendent to report items of interest

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9. PUBLIC PARTICIPATION: The public is invited to address the Board on items not listed on the agenda. No action may be taken on any subject raised during public comment until the matter has been properly placed on an agenda for a properly noticed meeting pursuant to NRS 241 (Nevada's Open Meeting Law).

If you wish to speak step up to the table, be seated and state your name for the record.

Your comments must be limited to no more than three minutes and must fall under subjects within the Board's jurisdiction and control. In consideration of others avoid repetition. Although this Board does not restrict comments based upon viewpoint, comments will be prohibited if the contents are willfully disruptive, slanderous, amount to personal attacks or interfere with the rights of other speakers. Comments made during this time will be monitored by the Board Chairperson.

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10. **CONSENT AGENDA (FOR POSSIBLE ACTION):** All matters listed under the consent agenda are considered routine and may be acted upon by the Board of School Trustees with one action and without an extensive hearing. Any member of the Board or any citizen may request that an item be taken from the consent agenda, discussed, and acted upon separately, during this meeting.

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- A. Requests for Exemption from Immunization. (confidential)  
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- B. Request for Leave (confidential)  
*Error! Hyperlink reference not valid.*
- C. Personnel Reports  
*Error! Hyperlink reference not valid.*
- D. MOUs and Agreements  
*Error! Hyperlink reference not valid.*
- E. Quarter 4 CSR Reports  
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- 11. District Financial Report: FY20 7/23/20-7/29/20; Checks #199619-199697; Vouchers 1482,1485, 1487, 1489, 1494, 1543; \$508,758.71. FY21 7/29/20; Checks #199698-199755; Voucher 1003, 1004, 1005;  
*Error! Hyperlink reference not valid.*
- 12. **END OF CONSENT AGENDA: MOTION TO APPROVE**  
*Error! Hyperlink reference not valid.*
- 13. **(For Possible Action)** Discussion and possible action regarding AB3 of the Special Legislative Session (2020) and the possible impact on the LCSD Budget.  
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- 14. **(For Possible Action)** Discussion and possible action regarding the LCSD Reopening of Schools Implementation Plan for the 2020-2021 school year.  
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- 15. **(For Possible Action)** Discussion and possible action regarding an update from the LCSD IT Department including a Security Audit Summary.  
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- 16. **(For Possible Action)** Discussion and possible action regarding a report on staffing for the 2020-21 school year.  
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- 17. **(For Possible Action)** Discussion and possible action regarding new LCSD Policy GBCBA: Emergency Leave Under the Family First Coronavirus Response Act as a first reading.  
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- 18. **(For Possible Action)** Discussion and possible action regarding revisions to LCSD Policy AA: Equal Educational Opportunity; Non-Discrimination as a first reading.  
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- 19. **(For Possible Action)** Discussion and possible action regarding revisions to LCSD Policy AB: Non-Discrimination Title IX as a first reading.  
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- 20. **(For Possible Action)** Discussion and possible action regarding revisions to LCSD Policy GBBA: Prevention of Sexual Misconduct toward Students as a first reading.  
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- 21. **(For Possible Action)** Discussion and possible action regarding the deletion of LCSD Policy JM: Prevention of Sexual Misconduct of Students as a result of revisions to LCSD Policy GBBA.  
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- 22. **(For Possible Action)** Discussion and possible action regarding revisions to LCSD Policy GBBC: Employee Bullying, Harassment, Intimidation and Discrimination as a first reading.  
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- 23. **(For Possible Action)** Discussion and possible action regarding revisions to LCSD Policy GL: Staff Complaints as a first reading.  
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24. **(For Possible Action)** Discussion and possible action regarding revisions to LCSD Policy GBB: Fair Employment Practices as a first reading.  
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25. **(For Possible Action)** Discussion and possible action regarding revisions to LCSD Policy JFCC: Safe and Respectful Learning Environment - Anti-Bullying as a first reading.  
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26. **(For Possible Action)** Discussion and possible action regarding revisions to LCSD Policy GBBE: Drug and Alcohol-Free Workplace as a first reading.  
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27. **(For Possible Action)** Discussion and possible action regarding revisions to LCSD Policy IK: Grading as a first reading.  
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28. **(For Possible Action)** Discussion and possible action regarding revisions to LCSD Policy IKF: Graduation Requirements as a first reading.  
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29. **(For Possible Action)** Discussion and possible action regarding revisions to LCSD Policy JH: Students in Alternate Living Environments as a first reading.  
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30. **(For Possible Action)** Discussion and possible action regarding revisions to LCSD Policy JHB: Students in Foster Care as a first reading.  
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31. **(For Possible Action)** Discussion and possible action on agenda items for future board meetings and/or information item requests, including a summary by the superintendent.  
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32. PUBLIC PARTICIPATION: The public is invited to address the Board on items not listed on the agenda. No action may be taken on any subject raised during public comment until the matter has been properly placed on an agenda for a properly noticed meeting pursuant to NRS 241 (Nevada's Open Meeting Law).  
If you wish to speak step up to the table, be seated and state your name for the record. Your comments must be limited to no more than three minutes and must fall under subjects within the Board's jurisdiction and control. In consideration of others avoid repetition. Although this Board does not restrict comments based upon viewpoint, comments will be prohibited if the contents are willfully disruptive, slanderous, amount to personal attacks or interfere with the rights of other speakers. Comments made during this time will be monitored by the Board Chairperson.  
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33. ADJOURN:  
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The notice for this meeting was posted at the Lyon County School District Administrative Office and posted to the Lyon County School District website (<http://lyoncsd.org>) and the official website of the State of Nevada (<http://notice.nv.gov>) in accordance with NRS 241.020 (3) (b).

*LYON COUNTY SCHOOL DISTRICT STATEMENT OF NONDISCRIMINATION AND ACCESSIBILITY*

*The Lyon County School District does not discriminate on the basis of race, color, national origin, gender, disability or age in any of its policies, procedures, or practices, in compliance with Title VI of the Civil Rights Act of 1964 (pertaining to race, color, and national origin), Title IX of the Educational Amendments of 1972, section 504 of the Rehabilitation Act, the Americans with Disabilities Act, and Age Discrimination Act of 1975, and any other pertinent statute or requirement. This Non-Discrimination policy covers admission, access, treatment, and employment in the District's programs and activities, including Occupational Education. For information regarding opportunity policies, or the filing of grievances, contact your school principal.*

*The Lyon County School District is pleased to provide accommodations for the handicapped or disabled. Members of the public who are disabled and require special accommodations or assistance at the meeting are requested to notify the Administrative Assistant to the Superintendent and Board of Trustees in writing at 25 E. Goldfield Ave., Yerington, NV 89447, email Margaret Heim at [mheim@lyoncsd.org](mailto:mheim@lyoncsd.org), or call (775) 463-680 Ext. 10034 at least one week prior to the meeting.*

# Agenda

## **Lyon County School District Board of Trustees**

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A meeting of the Board of Trustees of Lyon County School District was held July 28, 2020, beginning at 6:30 PM as a Virtual Meeting. Per the Governor's Emergency Directive 026, Section 4, this meeting was held virtually. The public was invited to attend via Livestream on the district website, [www.lyoncsd.org](http://www.lyoncsd.org) and could submit public comments via email to [boardmeeting@lyoncsd.org](mailto:boardmeeting@lyoncsd.org).

1. CALL TO ORDER President McIntyre brought the meeting to order at 6:30 pm.
2. PLEDGE OF ALLEGIANCE: President McIntyre led the Pledge of Allegiance.
3. WELCOME OF GUESTS President McIntyre welcomed everyone attending on Zoom to the meeting. Board members included President Neal McIntyre, Clerk Holly Villines, Barbara Jones, Bridget Peterson and John Stevens.

Members Kimber Crabtree and Sherry Parsons were not present at the beginning of the meeting.

Others in attendance included Superintendent Wayne Workman, Deputy Superintendent Tim Logan, Director of Secondary Curriculum, Instruction and Assessment Jim Gianotti, Director of Elementary Curriculum, Instruction and Assessment Heather Moyle, Director of Special Services Marva Cleven, Director of Human Resources Dawn Huckaby and Director of Business Services Harman Bains, IT Director Alan Medeiros, Operations and Maintenance Supervisor Jim Gleason, Chartwells representative, Julie Veal, Akiko Miyagi, Dan Slentz with Oasis Online, and District Legal Counsel, Don Lattin.

### 4. APPROVAL OF AGENDA

Motion: Mrs. Peterson made a motion to approve the agenda as presented.

Second: Mr. Stevens

Vote: 5-0, motion passed. Members Crabtree and Parsons absent.

### 5. APPROVAL OF MINUTES

Motion: Mrs. Peterson made a motion to approve the minutes as presented.

Second: Mr. Stevens

Vote: 5-0, motion passed. Members Crabtree and Parsons absent.

Ms. Crabtree arrived at this time.

6. **BOARD MEMBER REPORTS:**

There were no reports.

7. **ATTITUDE OF GRATITUDE:** Notes of gratitude from students across the district were read.

8. **SUPERINTENDENT REPORT:** Superintendent Workman expressed gratitude to staff for the work they have put into preparing for the upcoming school year. He thanked the federal and state officials who are working to secure critical relief to the school system, in areas like PPE, internet and devices.

9. **PUBLIC PARTICIPATION:** The public is invited to address the Board on items not listed on the agenda. No action may be taken on any subject raised during public comment until the matter has been properly placed on an agenda for a properly noticed meeting pursuant to NRS 241 (Nevada's Open Meeting Law).

If you wish to submit comments to the Board, email them to [boardmeeting@lyoncsd.org](mailto:boardmeeting@lyoncsd.org). Comments will be added to the record of the meeting.

All emails received were pertaining to items on the agenda and were addressed during those items.

10. **CONSENT AGENDA (FOR POSSIBLE ACTION):** All matters listed under the consent agenda are considered routine and may be acted upon by the Board of School Trustees with one action and without an extensive hearing. Any member of the Board or any citizen may request that an item be taken from the consent agenda, discussed, and acted upon separately, during this meeting.

A. Request for Early Graduation/HSE (confidential)

B. Personnel Reports: Certified, Classified and Extra-Duty

C. Department Reports: IT and Enrollment

D. Memorandum of Understanding - Upward Bound

E. AB 56 Physical Mechanical Restraint Report 2019-20

F. District Financial Report: 6/19/2020 - 6/30/2020, Check # 199333-199618, Vouchers 1429, 1439, 1443; Total \$1,516,045.00

11. **END OF CONSENT AGENDA:**

Motion: Mr. Stevens made a motion to accept the consent agenda as presented.

Second: Clerk Villines

Vote: 6-0, motion passed. Mrs. Parsons absent.

12. **(FOR POSSIBLE ACTION)** Discussion and possible action to accept the generous donations made to our schools.

Motion: Clerk Villines made a motion to accept the donations.

Second: Mrs. Jones

Vote: 6-0, motion passed. Mrs. Parsons absent.

13. **(FOR POSSIBLE ACTION)** Discussion and possible action regarding contracting with an outside company to manage the nutrition services offered in the LCSD beginning August 2020.

Harman Bains gave a brief explanation of the status of the nutrition services department.

Mrs. Peterson commented on the good job the nutrition services had done and asked about the recent meeting held for food service staff. Mr. Bains reported that 40-50 staff members attended the meeting and asked many questions. As a result many concerns were addressed, questions were answered and the upcoming changes were made clearer. He said there were no negative comments. It was stated repeatedly that our staff have the option to remain LCSD employees if they choose to, or be hired on as Chartwells staff. There was brief discussion on the good quality of the food Chartwells provides.

Mr. Stevens stated for the record that the board has received and read the comments that were sent in. He thanked the committee that vetted the two companies that sent in bids for this service. He mentioned the past connection that Chartwells has maintained for years with the district and added that their food is very good. He asked if, over a period of time, how the financial report will work.

Mr. Bains explained that Chartwells is going to be able to utilize the returns, reinvesting into the program, better than we could do. This will all be transparent on the financial reports.

Akiko Miyagi was hired, as a Chartwells employee, to be our Nutrition Manager. She introduced herself and explained her position. Julie Veal, also with Chartwells, is taking great care of our existing employees throughout this process.

President McIntyre commented that this idea to utilize an outside company has been discussed for quite a few years. The food is good and it's good that the employees have option to go to Chartwells or stay with district.

Ms. Crabtree acknowledged public comments that were received. She added that she would not be in favor of this if we lost our employees, that that would be different story. She confirmed with Ms. Miyagi that students with allergies or special needs will have options with the meals.

This program will continue to be funded by federal reimbursements not out of our General Fund.

Julie Veal stated she is grateful and excited to be part of the district. Representatives Jonathan Worswick CEO and Douglas Roemer, regional support, were also present for the discussion. All are looking forward to the partnership in helping the students

and district.

Public comments on this item will be attached at the end of the minutes.

Motion: John Stevens made a motion to approve FSMC (Food Service Management Company) Chartwells to manage the nutrition services offered in the LCSD beginning August 2020.

Second: President McIntyre

Vote: 6-0, motion passed. Mrs. Parsons absent.

14. **(FOR POSSIBLE ACTION)** Discussion and possible action regarding the City of Fernley Redevelopment District mediation settlement agreement.

Mr. Don Lattin spoke on the recent settlement of the City of Fernley's Redevelopment District. In summary he announced that the City has agreed to withdraw and drop the plan, which had would have had adverse financial impact on the district and many other county entities. The County is paying 90K to help defray the costs incurred. The City also agreed to involve the school district and have a board member on their committee if they propose this type of action again. They will include other public agencies affected as well. He recommended an approval of the agreement to formalize and acknowledge it in a public meeting.

Ms. Crabtree commented that this shows the power of the group to advocate for the district. She expressed her gratitude to the trustees and staff who attended the mediation and worked to make this happen.

Mrs. Peterson also expressed her gratitude.

Motion: Mrs. Peterson made a motion that the board of trustees approve the terms of the City of Fernley Redevelopment District Mediation Settlement.

Second: Mrs. Jones

Vote: 6-0, motion passed. Mrs. Parsons absent.

15. **(FOR POSSIBLE ACTION)** Discussion and possible action regarding the LCSD Reopening of Schools Plans for the 2020-2021 school year as required by the Nevada Department of Education.

Superintendent Workman acknowledged the gravity of the item and the many viewers joining the live stream who have concerns.

Deputy Superintendent Logan shared his screen for all to see the plan as it was discussed.

Superintendent Workman thanked everyone on the committee for their involvement and participation. He remind the group that although nothing can replace full time, in person instruction, the proposed plan is the best of the options we have, based on the restrictions imposed by the state. He encouraged staff to contact the Human Resources department to discuss their individual circumstances and issues if needed. The approval of this plan is required before the details of implementation can be finalized. Superintendent Workman asked for patience as this is done and to keep in mind it is being developed with existing restrictions from the state that continue to change. Just tonight at 6 pm a new directive came out that make portions of our plan obsolete.

He state that our IT Department is working on obtaining devices and solutions for

internet connectivity for families. The State Department of Science and Technology is helping with more chrome books and mobile hot spots in areas with no internet access. State officials and the COVID-19 Task Force are also working to help the district. LCSD is prepared to accommodate full time distance learning as an option. Our existing LyOnline program has been enhanced in anticipation of families who are not comfortable in sending children back in classroom and prefer full time distance education. It was recommended for families to contact their local school to get more information and enroll in this program if they choose to.

To clear any misinformation, Superintendent Workman stated that school districts as public entities are required to follow the governor's directives. We cannot ignore them and risk losing state funding and other benefits for our children.

LCSD is committed to adjusting the plans as needed, and will make accommodations for the diverse communities in the district. Example, Smith Valley Schools may be able to allow all students full time, in person instruction due to their small class sizes. Current restrictions may require exceptions, as in the case of IEPs that are in place for some students.

There was confusion in that the governor announced at one point that districts have more control over decisions and choice. This does not remove the requirements and restrictions. For example we still have to limit room capacity to 50% and there still can be no more than 50 people in a gathering. This prevents us from opening the schools completely.

The latest directive sent out tonight at 6pm allows for social distancing of 3 feet for students in elementary and middle schools, 6 feet for staff and high school students, and 3 feet for students on busses, but continues with 6 feet for the driver.

Masks will be required by all students and staff on all campuses and district facilities. Medical exemptions will be considered case by case. They will need to show medical documentation stating that they should not wear a mask.

Mr. Logan went through the plan with explanations of each section.

- Guiding Principles – Safety, equity, accessibility, instruction that meets the needs of all students, fostering positive relationships, financial feasibility and community impact
- Key Information for Decision-Making – American Association of Pediatrics Planning Considerations Guidance, Nevada's Requirements, Assumptions and Committee Considerations and the DOE Path Forward document
- Final Decisions – All students will have access to in person instruction within the hybrid model where students will alternate between distance and in person learning every other week.
- Implementation Recommendations – Start date adjusted for students to September 1, 2020, staff will engage in professional learning, year-long courses will be taught in one semester with more time given during the day for these courses; this does not mean less instruction time. Students will take four courses in one semester and primary grades will have in person instruction daily when possible and will focus on core subjects like reading.
- 3 different models submitted to the state – In person, Distance

education and a combination hybrid learning.

- Special Populations Considerations – students with specific vulnerabilities have option to receive full time in person learning
- Teaching and Learning – meeting the needs of students to optimize learning, equitable access to materials and instruction, learning loss evaluated, standards based grade level learning to occur both in school and in distance learning models, and professional learning opportunities available to educators for continuous improvement.
- Safety and Health – Multi layered approach to health and safety measures
- Use of Facial Coverings
- Nutritional Services
- Transportation
- Information Technology – Devices from homes and devices provided, potential for internet connections
- Communication – Letters to the families and staff updated, utilizing email, phone, texts, social media, website updates. There is a need for updating families and staff personal information in IC when it changes to stay informed. Teacher contact once a day with students
- Human Resources – all employees are essential, as stated in the Directive 005, following the negotiated agreements, monitoring health and communicating with HR office when necessary. COVID testing will be provided for staff as needed.
- Regardless of circumstance, achieve the vision to graduate all students to be successful in college and career; and mission to provide relevant learning opportunities that develop adaptable, persistent, and self-directed learners capable of creativity, collaboration, communication, and critical thinking necessary to overcome complex challenges.

Board member Sherry Parsons present in the meeting at this time. All of the trustees are present.

Hybrid learning – allows for transition back into classrooms when allowed.

- Combines elements of both, lets us keep the capacity issue in control, with social distancing
- 2 cohorts – half day at schools on Fridays

Mr. Logan showed the basic framework of what the instructions will look like, less movement of students throughout the day,

Deficits to the enrichment classes and remediation mainly on Fridays and PD for teachers with time to prep classes.

In order to limit spread of COVID 19 secondary students will take four classes per semester, for example Math, PE, English and Computers, keeping exposure and contact to a minimum due to less classroom transitions. In class periods will have longer time blocks covering more material. This system will give the ability for

students to earn the years' worth of credit in one semester. The next semester would have different courses.

Special populations will have the need to be present at school daily in their self-contained classrooms. Possible distance education when needed for students with health risks.

The Reopening Committee' Assumption and special considerations included:

- Addressing the basic social and emotional needs of students and staff must be met to optimize learning.
- Ensure equitable access to education and instruction. Learning loss will be checked with pre-assessments early on to gauge where the students are individually. This is something the district does annually but it will be with greater focus this coming school year.
- Standards taught, grade level instruction will occur with in school instruction.
- Professional learning for our teaching staff to support and help them.
- Self-Screening at home required for students and staff, symptoms will be evaluated with help of a guidance document.
- PPE provided when necessary.
- Custodians trained with enhanced cleaning and hygiene protocols
- Social distancing, including limited contact activities.
- Staff may be asked to work in duties not typically associated with their positions.

Recent developments on Safety and Health as of this week:

- The 3 local health districts are putting together specific protocol for directing us on school closures, with clear definitions of terms. The local health departments will have the final say, not the school district in closures. These guidelines are being developed for us as we want to protect students and staff as much as possible by following the health experts' recommendations.
- The Carson City School District and State –will contribute relief funding in a state wide Health Trust for school staff with free COVID testing, mobile application, as often as individuals wish, or according to events like exposure.

Masks

- The requirement is to wear masks, all students, all employees, documentation is necessary for those not wearing masks.
- We will provide at least 2 masks for staff and students though we encouraged to bring your own.
- Nutrition Services- Breakfast and lunch will be available to all students – even those at home.
- Transportation – masks will be required, seat markings for social distance, disinfection between all runs.
- Technology – Chromebooks or another device will be provided to each student, still working to get enough devices and internet capability for all students to have access, some families encouraged to bring their own device for students to bring to school and use at home.

- Communication – updates for family or staff personal contact information are necessary to get letters and notifications to everyone. There will be more communication with the schools and families as we get closer to start date.
- Contact shall be made with students for attendance at least once a day via phone, electronics, in the Infinite Campus (IC) system or some sort of outreach. Attempts to contact students are logged in IC.
- HR – According to the governor’s directive 005 school employees are considered Essential Workers. We need them, and we will follow the negotiated agreements.
- It is necessary for staff to monitor their health and are encouraged to stay home when sick. Testing will be available as much as is needed.

If the board approves, the attendances are turned in to the state as the guarantees.

Superintendent Workman stated that he is aware of the public comments and questions coming in. They are generating the answers to the questions, but need to have the plan approved in order to develop the implementation guide which will be helpful for our families and staff.

Ms. Crabtree spoke on several questions by the public and acknowledged the public for reaching out. She stated that the presentation was informative and answered many concerns. She spoke on issues that are dependent on individual circumstances. Staff is encouraged to contact HR. Regarding devices, it was noted that all students will get their own devices to use, and hotspots will be free, funded by state or internet carriers, etc. Families are asked to complete a survey that went out to them to help determine the need. Regarding the sanitation and cleaning of the facilities, it was confirmed that there are sufficient employees to help in this area. The latest directive allows for staff to do extra duties that are not in their regular job descriptions. Regarding families that are not comfortable sending their kids back, LCSD is offering a full online curriculum through Edgenuity and Compass for full credit for each semester, the same curriculum to be used across the district which will allow for a smooth transition should all students be allowed to return to classes.

She asked about personalized cloth masks and Mr. Workman stated that anything inappropriate would not be allowed but a specific face covering is not required. Teachers can reach out to the HR department to get answers.

Mrs. Jones commented that the board has received and read the letters and emails, and she expressed her heartfelt concern for the families and staff. She referred to this as “an almost impossible situation” and assured the public that the families are cared about and loved.

Mrs. Parsons said that teachers are concerned about temperature checkers every day to check students. We are requiring self-home screening for staff and students as recommended by the American Academy of Pediatrics. Nurses will be given contactless thermometers for their use when needed.

Clerk Villines wanted clarification on which elementary classes would be attending in person classes every day. Mr. Workman explained that we can get K-2 students in school with some possibilities and individual schools having room for 3<sup>rd</sup> grade. We are working to get as many in school as possible as restrictions allow.

Mrs. Peterson thanked them for the presentation. She agreed with Mrs. Jones' comments and as a parent she understands how difficult the situation is for everyone. She spoke on being a member of the reopening committee and confirmed it was a well-rounded group of individuals. After hearing many recommendations and views and deliberating on the various ways to do the hybrid model and other models, they overwhelmingly voted for the model in the presentation. She shared her reasons that make this the best option: that this allows the most time for students to be with the teachers in the classroom and it is less confusing and more consistent for instruction. She hopes that daycare providers will be accommodating to families at this time. Legally, she noted that according to NRS the board is obligated to follow governmental directives or face budget ramifications.

Mrs. Peterson added that it can be tricky for the board in being responsible for both the education of the children and be responsible for the budget. She ended her comments hoping for everyone to be more understanding and less easy to anger.

Mr. Stevens spoke on the work of the committee and the work in putting this presentation together, commenting that this is probably the most difficult subject to be dealt with. This is not normal times, we all have to adjust, and the group took the challenge, addressing safety first and then the education of our kids. In looking at the option to keep the kids home to protect them and the option to send them all to school to keep learning, he advised that it is wisest to work from the middle. He feels this hybrid solution is the middle. He spoke on the events this spring that did not allow for planning and how the distance learning program has now been enhanced and made better. He applauds the committee who made learning as equal as safety. Regarding the employees, he spoke about the private sector group of essential workers keeping the country going, continuing to work, and how teachers are critical to the situation as well. He emphasized that staff should communicate and be part of the solution to make the schools safer. We will get through this, he said. He appreciates the concern in the letters. Thanking the committee again, he commended them for bringing this plan forward.

President McIntyre also commented on the committee members that put this together. He acknowledged the parents that are essential workers. Looking at the overall proposal, the committee covered every base, and he expressed his support in the plan.

Clerk Villines K-2 what does that look like in keeping with the 50% capacity requirement. Mr. Logan explained that most classes were already 22-1 ratio or smaller and they will be able to take rooms from upper grade classrooms whose students will alternating weekly.

She asked Mrs. Peterson to speak on the report needing to be approved 20 days before school begins and then be submitted to the state. It was confirmed that the timing is sufficient and district leadership has time to finalize the plan according to the board's decision.

She also responded with concern for the parents, understanding how difficult this is. Clerk Villines read the names of those who submitted emails.

Emails sent in from the public are included at the end of the minutes.

Motion: Mrs. Peterson made a motion to approve the LCSD Reopening of Schools Plan for the 2020-21 school year as presented

Second: Mr. Stevens

Vote: 6-1, motion passed, Mrs. Parsons voted nay.

16. **(FOR POSSIBLE ACTION)** Discussion and possible action regarding proposed changes to the 2020-2021 LCSD Master Calendar as a result of the LCSD Reopening of Schools Plans.

Ms. Huckaby confirmed that all associations have seen the calendar and this is in compliance with negotiations and policy.

Motion: Mrs. Peterson made a motion that the board of trustees approve the changes to the 2020-21 LCSD Master Calendar

Second: Mrs. Jones

Vote: 7-0, motion passed.

17. **(FOR POSSIBLE ACTION)** Discussion and possible action regarding AB 3 of the Special Legislative Session (2020) and the possible impact on the LCSD.

Superintendent Workman wanted the item here in case board members had questions or concerns at this time. It will come back next month with firm numbers.

No motion made.

18. **(FOR POSSIBLE ACTION)** Discussion and possible action regarding a report on the special services offered in the LCSD.

Ms. Cleven presented the Special Services report and annual performance report commenting that things look different because of the COVID challenges.

Motion: Mr. Steven made a motion that the LCSD accept the report presented.

Second: Mrs. Peterson

Mrs. Parsons commented that the crew has done a great job through the COVID, Silver Springs teacher putting things on line, teachers worked with the parents and taught them helpful things.

Vote: 7-0, motion passed.

19. **(FOR POSSIBLE ACTION)** Discussion and possible action regarding proposed changes to the LCSD Program of Performance Pay and Enhanced Compensation.

This change includes speech therapists in the enhanced compensation and performance pay as they are now evaluated under the NEPF.

Clerk Villines clarified that the law requires this change and it is already budgeted.

Motion: Ms. Crabtree made a motion that the LCSD board of trustees approve the proposed changes to the LCSD Program of Performance Pay and Enhanced Compensation.

Second: Mrs. Peterson

Vote: 7-0, motion passed.

20. **(FOR POSSIBLE ACTION)** Discussion and possible action regarding the Comprehensive

Local Needs Assessment for CTE.

Perkins was reauthorized and now results need to be included in the application for funding. There was lots of data collected and information taken from stakeholders. Much work went into the report which became quite a cohesive final result.

Mrs. Peterson thanked him for the thorough information. She became interested in the data showing what is working and what needs improvement. For the conclusions she agreed that CTE in middle school starts them off early is very helpful. She hopes that the NDE will support this with funding. The programs balance the classes they enjoy and ones that will help them. The GYO education program will get kids into teaching, IT and Accounting careers.

Motion: Mrs. Peterson made a motion that the LCSD board of trustees approve the Comprehensive Local Needs Assessment for CTE.

Second: Mr. Stevens

Vote: 7-0, motion passed.

21. **(FOR POSSIBLE ACTION)** Discussion and possible action regarding septic and leach field improvements at Dayton Elementary School.

Motion: Mr. Stevens made a motion that the LCSD board of trustees accept the bid quoted at \$307,020 for locating the underground distribution box, pumping, flushing the current line and making the distribution box accessible for future needs, and also accept the bid from Allied Sanitation for the routine maintenance costing approximately \$1400 annually at Dayton Elementary School.

Second: Ms. Crabtree

Vote: 7-0, motion passed.

22. **(FOR POSSIBLE ACTION)** Discussion and possible action regarding revisions to LCSD Policy GCAB: Resignation of Classified Personnel as a second and final reading.

Motion: Mrs. Peterson made a motion that the LCSD board of trustees approve the revisions to LCSD Policy GCAB: Resignation of Classified Personnel as a second and final reading.

Second: Mr. Stevens

Vote: 7-0, motion passed.

23. **(FOR POSSIBLE ACTION)** Discussion and possible action on agenda items for future board meetings and/or information item requests, including a summary by the superintendent.

August 25<sup>th</sup> meeting at PLC if we can.

Budget item

IT Update

CRS

Update on the Reopening Plan

24. PUBLIC PARTICIPATION: The public is invited to address the Board on items not listed on the agenda. No action may be taken on any subject raised during public comment until the matter has been properly placed on an agenda for a properly noticed meeting pursuant to NRS 241 (Nevada's Open Meeting Law).

If you wish to submit comments to the Board, email them to [boardmeeting@lyoncsd.org](mailto:boardmeeting@lyoncsd.org). Comments will be added to the record of the meeting.

25. ADJOURN: 9:27 pm

DRAFT

July 27, 2020

Dear Board of Trustees:

There is an agenda item on the July 28, 2020 board meeting, Agenda item #13, from the Lyon County School District proposing a major change for Lyon County nutritional services. The proposal is for approval that the LCSD hire a 3<sup>rd</sup> party management company to take over nutritional services. The Lyon County Classified School Employees Association is asking that the board postpone approval of this item. To be clear this is a matter of outsourcing food services. What group is next? Transportation? Custodial? Secretarial? The Lyon County Classified School Employees Association understands that this is legal, but that does not necessarily mean it is the right move for LCSD, Nutritional Services, or employees, students, and families. Currently, with districts struggling just to reopen do we really want to consider such a huge move? At what cost?

Lyon County Classified School Employee's Association is asking for the time to be able to research the contract being offered. LCSD states that current LCSD employees will stay current LCSD employee's until they choose to retire or resign. There are questions as to how these employees will remain district employee's but then must answer to a private company and the district.

I have read the RFP, request for proposal, and I have some concerns.

Pages 13, section F states the FSMC will have responsibility that includes Corporate Supervision. At this time there are 63 nutritional services LCSD employees, it seems that there would be conflict with district employees being supervised by outside personnel AND LCSD?

Page 18, Paragraph B, FSMC is supervising and training personnel including SFA (school) employees. It is understood that the management company would "be in charge" our concern is how are our employees/members protected from contradictory supervision, for example?

Page 35 under Labor costs Paragraph B, **SFA will, at its sole discretion**, retain all School Nutrition Program employees currently on the SFA's payroll and shall pay the salaries and benefits and all other personnel costs currently applicable to these positions (FICA, taxes, etc.) for these individuals. **Will the district still be paying PERS and Medical benefits?** The statement seems to say that the SFA may or may not retain all current employees.

Paragraph C **SFA and FSMC may transition SFA's School Nutrition employees to FSMC's payroll**, would this also be at the sole discretion of the SFA? What is the transition?

Page 37 under Expenses and FSMC fees, it lists Administrative and Management fee. How much will this cost? It is our understanding that the contract is going to be a fixed fee contract, which I believe means a cost per meal is paid to the FSMC. A management company is in business to make money. A private company depends on its profits to continue business and will only be looking at the bottom line and how to best reduce cost. These positions are not high paying positions but with the additional benefits of PERS, the ability to work where they live, and, if have children, they have the same time off as their kids. These people work for the school and are loyal to the kids, staff, and their school.

LCSD pays administrative fees for 3<sup>rd</sup> party insurance management company and according the RFP there will be Administrative and Management fees.

This is moving extremely fast. Research shows that this sort of move should be done with great consideration and up to a year. (Contracting with Food Service Management Companies Guidance for State Agencies). I spoke with our State

Board and they too are concerned with this move to outsource. Eventually LCSD will no longer have the level of dedication to the program and the students these 63 employees have.

On the Board Meeting Agenda under "Board Memo - Nutrition Services FSMC", the 1st paragraph under "BACKGROUND INFORMATION" sent to the school board by Mr. Workman and Mr. Bains should be addressed regarding the following:

- a. " Lyon County School District over the past four years has transformed Nutrition Services from a general funded program to a self-sufficient program". If that is the case, then why do we need a 3rd party food service management company to come in??
- b. "While that has been a significant achievement, the same strides have not been made with quality and overall service to our students". This is a **VERY** Offensive statement! These jobs are fast paced to get kids in and out of line and back out to the playground for the next round of kids to enter. If they cannot get it done in a timely manner it holds up time and makes students late for the rest of the scheduled day. The goal of the district is to reduce cost and have food service not operating in the red. This allowed for little time for the previous managers to focus on training, staffing, etc. Now that improvement to the budget has been addressed the new food service manager hired should be able to take on the task of training and personnel issues. As mentioned before about the loyalty to students, staff, and school, that these and all LCSD employees have, What kind of quality and overall service to our students do you think private employees will have?

Food service has worked extremely hard to prepare delicious meals for the students as well as providing friendly and helpful service to our students and parents. They stepped up with very short notice during the school closure and worked together as a united team to ensure the students of Lyon County were feed through the district.

Has anyone on the "committee" tasted foods prepared by Chartwells for students K-12 to determine the quality of their food products?? Have they been to a school district that has Chartwells to see how they run their program?? If not, then how can they determine if the quality and service is better??

- c. "Progression toward quality and service improvement has been hindered by turnover. LCSD Nutrition Services has had three different supervisors in the past five years.

How can the turnover of Nutrition Service Supervisor justify a 3rd Party Foodservice Management Company taking over the LCSD Nutrition Department? Turnovers are a common occurrence in any department. In the past four years, each Nutrition Service Supervisor has brought new ideas and improvements to the program that have been beneficial for the students!!

On the Board Meeting Agenda under "Chartwells LCSD Bid - Executive Summary"

On Page 12, under "Seamless Transition" regarding the last paragraph, it says "a detailed description of the proposed transition can be found on pages 242-243".

LCSD foodservice staff have not been able to see this, so they have no idea what is being proposed for the transition. They feel that they should be informed of what this entails before a decision is made.

Some of the other questions we have are:

Why can't a current LCSD employee transfer or apply to "move up", it would still leave an open position to be filled? Promoting within has always been a draw and is done at every level in the district. Promoting within has the attraction that they have worked in the environment, knows what is missing, and has ideas of how to address.

Who will be responsible for current employee's evaluations? SFA or FSMC?

Has the district reached out to neighboring counties that have<sup>18</sup> done this to see the cost savings/losses?

Can school clubs still do fund raisers involving selling food items? In Churchill County the school clubs are no longer allowed to sell food items to raise money for their clubs, they also cannot have “healthy food” vending machines, as this is in direct competition with Chartwells. This has hurt the students and their ability to raise funds. I was also told that outdated milk has been served and that some students have not been served. How is this beneficial to the students and their health and well-being?

How can a company specify meal reimbursement items? Isn't that some sort of violation?

Thank you,

Sincerely,

Kathy Rudy  
LCCSEA President



**Meeting, Board** <boardmeeting@lyoncsd.org>

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**(no subject)**

2 messages

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**Brandon Zilverberg** <bzilverberg87@gmail.com>  
To: boardmeeting@lyoncsd.org

Tue, Jul 28, 2020 at 7:03 PM

How is the money going to be out back in the schools?

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**Meeting, Board** <boardmeeting@lyoncsd.org>  
Bcc: Neal McIntyre <mcintyre.neal@lyoncsd.org>, john.stevens@conagra.com, Barbara Jones <jones.barbara@lyoncsd.org>, Holly Villines <villines.holly@lyoncsd.org>, Kimber Crabtree <crabtree.kimberla@lyoncsd.org>, Sherry Parsons <parsons.sherry@lyoncsd.org>, Bridget Peterson <peterson.bridget@lyoncsd.org>, Wayne Workman <wworkman@lyoncsd.org>

Tue, Jul 28, 2020 at 7:08 PM

[Quoted text hidden]



Meeting, Board <boardmeeting@lyoncsd.org>

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## Lunch Aides

1 message

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**Taylor, Heather** <htaylor@lyoncsd.org>  
To: boardmeeting@lyoncsd.org

Tue, Jul 28, 2020 at 6:54 PM

What does this mean for lunchroom aides? Do the schools get to use them still or will those be brought in from the company?

--

Heather M. Taylor  
Principal Secretary  
775-246-6270

“Life should not be a journey to the grave with the intention of arriving safely in a pretty and well preserved body, but rather to skid in broadside in a cloud of smoke, thoroughly used up, totally worn out, and loudly proclaiming "Wow! What a Ride!"



Meeting, Board <boardmeeting@lyoncsd.org>

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**(no subject)**

1 message

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**Ashley Nancollas** <kittydragonstarfish@gmail.com>  
To: boardmeeting@lyoncsd.org

Tue, Jul 7, 2020 at 4:17 PM

I'm a single parent , I work in Reno 12 hours a day on grave yard shift. How are we supposed to make that work? She has no internet access and nothing to connect it to even if she did. If the school is only doing half their job I propose they only get half the funding and half the taxpayers money.  
Sent from my iPhone



Meeting, Board <boardmeeting@lyoncsd.org>

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## 2020-2021

1 message

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**Stephanie Sweet** <stephanie.ann3@icloud.com>  
To: boardmeeting@lyoncsd.org

Tue, Jul 7, 2020 at 4:21 PM

After reading the proposed school year week on/ week off I was wondering if a few things were considered before this was determined. What about parents who share custody of their child(ren) who have certain arrangements made through the courts. Doing week on week of could hinder that. Some parents would have more time then other because maybe the kids go to school during one parents full week then the other parent they are home with for the full week. What about day care options? What's the difference of going to a daycare vs being in school? Also I know it's not a big difference but the red week learning has 89 days in class while the blue week has 86. Why did we not choose a block week schedule like mon/wed and tues/Thurs schedule considered? (Although I recommend tues/thur and then wed/fri as most holidays fall on a monday) That way students don't have a full week off of distance learning. This is more a concern for multi class students where the schooling is more in depth and may have more questions about the materials that can be answered each week vs waiting a full week to answer. Even though the students will have the week off teachers will not and they will not be readily available to answer those students questions as needed. I'm sure a lot of this was discussed but I was not able to watch the meeting as I had prior engagement and it was last minute notification to parents that it was happening and I could not reschedule doctors appointments. Thank you for taking the time to read this and I look forward to a response to my concerns.

Stephanie Sweet

Sent from my iPhone



Meeting, Board <boardmeeting@lyoncsd.org>

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## Comments About Upcoming School Year

1 message

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**Madison Stix** <mstix26@gmail.com>

Wed, Jul 8, 2020 at 9:01 AM

To: boardmeeting@lyoncsd.org

Thank you for giving this opportunity for the community to speak up about the upcoming school year. I understand that much of what you can do is dependent on what the governor allows, but the hybrid plan for educating our students is not a good one. There are too many students who won't do the online portion of the work for a variety of reasons. There are kids whose parents have to work and can't be there to make them do their homework. There are also many parents who might feel like they can't help their kids when they get stuck on a concept or assignment. This hybrid plan leaves behind all the students whose parents have to work, don't have access to a reliable computer, have any kind of learning disability, or any other circumstance that would make distance learning hard.

The other concerning thing about the recent update from the superintendent about the upcoming school year was the possibility of recess being eliminated from the school day. Kids need exercise. If we force students of any age to sit in classrooms all day with no break to move, they won't be able to focus in their classes. Parents will begin to believe their child has ADHD or another form of hyperactivity disorder, when in reality their child simply has too much energy. As I said before, I understand that much of these decisions depend on what the governor allows. Nevertheless, if this school board wants what is best for its students (and I believe they do) they will do everything in their power to prevent the governor from putting hurtful restrictions on our children's education.



Meeting, Board &lt;boardmeeting@lyoncsd.org&gt;

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**Fwd: Matthew Perez and his I.E.P**

1 message

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**Tim & Shannon McDowell** <teampicklez@gmail.com>  
 To: Boardmeeting@lyoncsd.org

Wed, Jul 8, 2020 at 4:31 PM

----- Forwarded message -----

From: **Tim & Shannon McDowell** <teampicklez@gmail.com>  
 Date: Tue, Jun 30, 2020, 2:04 PM  
 Subject: Matthew Perez and his I.E.P  
 To: <ecowger@lyoncsd.org>

Dear Erica and the Lyon county School District Board,

My name is Shannon McDowell I am the very proud grandmother of one amazing special needs child his name happens to be Matthew Perez he was born at four and a half months gestation a hole in his heart his intestines on his outside addicted to caffeine and suffers from fetal alcohol syndrome spina bifida and has extra chromosome 6.

they said he would never walk nor talk and they would not know to the extent of which all this would play into him but here he is getting ready to turn 6 and November has been with Lyon county School district since he was three the school has done world of good for this little boy.

As much as I love my grandson and I love my son Michael I am not a school teacher I did not go to school to learn how to deal with the psychological teaching that you all have been giving him.

I mean as much as I try and as deeply as I want to make this little boy the next president of the United States or whatever his little heart desires I will be his biggest fan myself his father his grandfather we are his three cheerleaders we are the ones that will always tell him he can do whatever he wants to do as long as he puts his mind to it.

But he needs the fundamental building blocks that only this school can get him specifically Silver Springs Elementary.

with his physical therapy his speech coach and his beloved Early education teacher Lori Rittenhouse they have given him a great beginning but with this closing of the schools I have been seeing his writing and his learning capabilities decrease because we don't give him the same teachings nor do we have the training for the

25

special needs child yes we taught him how to potty train  
how to walk how to talk how to play nice how to say  
please and thank you and how to do other things but as  
far as how to hold a pencil the right way, but what is the  
right way for him I don't know that,  
for that fact because of this crisis is beyond  
comprehension who is going who is going to teach me to  
teach my son and husband so we can all teach my  
grandson together yes 30 minutes on video chat you  
know with with 12 other little rambunctious little children  
going at it and it basically gives it the parents a half hour  
break because of child is entertaining with his peers, not  
a lot of learning is being done because they're just  
excited to see their friends who they were growing up  
with, I understand the COVID-19, I understand that we  
don't want our Littles to get sick nor families nor  
community.

EVERYBODY THAT WORKS AT THE SCHOOL HAS  
GONE TO SCHOOL TO BE A TEACHER, OR  
SOMETHING RELATED TO THE FIELD THAT THEY  
ARE IN, BUT I AM A CITY BUS DRIVER MY HUSBAND  
IS A MECHANIC MY SON WORKS AT A WAREHOUSE,  
DON'T YOU THINK THAT IF ANY OF US HAD THIS  
TYPE OF EDUCATION THAT WE WOULD BE RIGHT  
THERE WORKING WITH YOU GUYS IN LYON  
COUNTY SCHOOL DISTRICT?

I'M NOT SEEING ANYTHING WHERE ANY OF THE  
GOVERNMENT NOR SCHOOL DISTRICT OR BOARD  
IS TALKING ABOUT CHILDREN WITH SPECIAL NEEDS  
THAT HAVE I.E.P.S, IT SEEMS LIKE ALL OF A SUDDEN  
BOOM NOTHING MATTERS..

I'M CRYING CUZ I I AM SPEAKING INTO MY  
MICROPHONE TO TYPE THIS BECAUSE I'M FEELING  
LIKE MY GRANDSON JUST GOING TO BE PUSHED  
ASIDE BECAUSE SCHOOL IS CLOSED AND HE HAS  
TO DO IT ON THE COMPUTER HE DOESN'T  
UNDERSTAND A DAMN COMPUTER HE IS ALMOST 6  
BUT HIS MENTALITY GOES BACK TO THREE OR  
FOUR OR 5 OF AGE AT TIMES SO WHO'S GOING TO  
PAY US TO COME TO SCHOOL TO LEARN TO BE A  
KINDERGARTEN TEACHER AND LEARN TO TEACH  
FIRST GRADE SECOND GRADE THIRD GRADE  
FOURTH GRADE I WAS GOING TO TEACH ME HOW  
TO BE A PHYSICAL EDUCATION TEACHER WHO'S  
GOING TO TEACH ME TO BE A PSYCHOLOGIST TO  
BE ABLE TO UNDERSTAND HELP MATTHEWS BRAIN  
IS WORKING.

WHO IS GOING TO PAY ME MY SALARY DUE TO THE  
POSSIBLE FACT OF I MAY HAVE TO QUIT MY JOB TO  
SUDDENLY BECOME AND UNTRAINED TEACHER?

NO I'M NOT SAYING THAT MATTHEW IS NOT WELL  
CARED FOR OR WELL-LOVED CUZ THAT IS NOT THE  
CASE HE HAS A VERY VERY HAPPY HOME AND  
THERE'S NOTHING IN THIS WORLD WON'T DO FOR  
HIM BUT I HATE TO SERVE THOSE VERY BEST OF  
INTENTIONS WITH THE REALITY OF OUR YOUTH  
ARE SUFFERING AND LYON COUNTY SCHOOL  
DISTRICT THIS SEEMS TO BE THE ONLY COUNTY  
AND ALL OF THE STATE OF NEVADA THAT  
ACTUALLY GIVES A S\*\*\*.

I MEAN IT WAS LYON COUNTY SCHOOL DISTRICT THAT STARTED OFF WITH MAKING SURE EVERY CHILD HAD A MEAL IN THE BEGINNING OF THE SHUTDOWN AND DOING WELL FAIR CHECKS THEN THE WASHOE SCHOOL FOLLOWED SUIT. I CAN SAY MY SCHOOL DISTRICT IS THE TREND SETTER BECAUSE LCSD CARES ABOUT THE CHILDREN NOT JUST THE FUNDING.

YES THE TEACHERS HAVE GIVEN ( OUT IF THEIR OWN POCKETS) US TOOLS TO WORK WITH THE CHILDREN AND EVERYTHING ELSE AND DONE THINGS ON EMAILS ECT.

IT TAKES EXTRA TIME ON OUR PART, BUT WHAT IS RIGHT FOR US TO TEACH MATTHEW MAY NOT BE WHAT'S BEST FOR MATTHEW TO BE LEARNING BECAUSE OF HIS BRAIN,

ALSO;

AFTER A FULL 8 TO 14-HOUR DAY OF WORK THEN WE HAVE TO COME HOME AND DO 2 TO 3 HOURS OF SCHOOL WORK WITH HIM. HOW IS THAT FAIR TO US OR HIM?

HOMESCHOOLING IS NOT AN OPTION FOR SPECIAL NEEDS CHILDREN THEY NEED THE LOVE THE COMPASSION, SPECIAL TRAINING THAT ALL OF YOU HAVE,

I AM ALSO AFRAID THAT HIS SOCIAL SKILLS ARE GOING TO BE DIMINISHING AS HE IS THE ONLY CHILD THAT IS AROUND THREE ADULTS THIS IS MAKING HIM SKIP OUT ON HIM BEING A CHILD HIM LEARNING HOW TO COMMUNICATE WITH HIS PEERS HIM LEARNING HOW TO PLAY AND SHARE AND BE WITH OTHER KIDS HIS AGE, I MEAN IT HAS BEEN SO SAD TO SEE WHEN IT'S AND HE GOES AND PLAYS THAT HE IS PLAYING WITH HIS OWN TOYS BY HIMSELF NO FRIENDS TO PLAY WITH WE AS ADULTS CAN ONLY PLAY FOR SO LONG, WE SADLY HAVE TO GO TELL HIM HE HAS TO GO PLAY WITH IT BY HIMSELF BECAUSE WE NEED A BREAK AND IT IS BEEN IT'S SO HEARTBREAKING TO WATCH HIM WALK AWAY WITH HIS HEAD HELD DOWN.

SO WHAT DO WE DO?

MONDAY WEDNESDAYS AND FRIDAYS FOR SPECIAL NEEDS ONLY ON CAMPUS??

CHILDREN LIKE MATTHEW HAVE A GREATEST POTENTIAL TO BECOME THE MOST AMAZING HUMAN BEINGS AND AS ALL OF YOU KNOW RIGHT NOW AT HIS AGE IS THE MOST CRUCIAL TIME FOR HIM BUT BECAUSE OF THIS PANDEMIC EVERYTHING THAT HE SHOULD BE GETTING IS BEING RIPPED AWAY FROM HIM AND IT IS NOT HIS FAULT.

I'M NOT ASKING THAT ONLY SPECIAL NEEDS KIDS GET IT SPECIAL STUFF BUT WHAT I AM ASKING IS THAT THERE NEEDS TO BE THAT FRIDAY IF THEY HAVE IEPS THEY COME TO CAMPUS BECAUSE THEY REALLY NEED THAT SOCIALIZATION, THEY REALLY NEED ALL OF YOU, JUST LIKE THEY NEED US HIS FAMILY, YOU GUYS ans US TOGETHER, WE

7/24/2020

Lyon County School District Mail - Fwd: Matthew Perez and his I.E.P

ALL WILL MAKE THESE LITTLE ONES THE BEST  
HUMANS THEY CAN POSSIBLY BE!!

Shannon "GAGA" McDowell  
765-378-3755  
P.O.Box 991  
Silver Springs, Nevada 89429

[Show quoted text](#)



Meeting, Board <boardmeeting@lyoncsd.org>

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## Open the school

1 message

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**Kay Howes** <kayhowes82@gmail.com>  
To: boardmeeting@lyoncsd.org

Thu, Jul 9, 2020 at 10:41 AM

<https://www.kolotv.com/2020/07/09/washoe-county-school-district-confident-in-safely-resuming-school-in-august-if-covid-under-control/>

IF Washoe County can open the school, why not Lyon County. Give people options. We have far fewer cases and death rate in Lyon County.

Kay Howes  
[kayhowes82@gmail.com](mailto:kayhowes82@gmail.com)  
775-980-9017



Meeting, Board <boardmeeting@lyoncsd.org>

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## Fwd: LCEA Letter

1 message

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**Darden, Cynthia** <cdarden@lyoncsd.org>  
To: Board Meeting <boardmeeting@lyoncsd.org>

Thu, Jul 23, 2020 at 4:22 PM

LCEA's public comment for July school board meeting

----- Forwarded message -----

From: **Michele Savitz** <michelesavitz@hotmail.com>

Date: Thu, Jul 23, 2020 at 4:13 PM

Subject: LCEA Letter

To: [ocdarden@hotmail.com](mailto:ocdarden@hotmail.com) <ocdarden@hotmail.com>, [honeydewkma@hotmail.com](mailto:honeydewkma@hotmail.com) <honeydewkma@hotmail.com>, [eldawna@sbcglobal.net](mailto:eldawna@sbcglobal.net) <eldawna@sbcglobal.net>

Cc: Cynthia Darden <cdarden@lyoncsd.org>, Eldawna Koch <ekoch@lyoncsd.org>, Kristen Anders-Garcia <kanders@lyoncsd.org>

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 **LCEA letter to DO COVID.pdf**  
100K

July 23, 2020

Dear Superintendent Workman and Lyon County School District Board of Trustees,

The LCEA executive board is writing this letter to formally request action plans for questions and concerns our members have brought forth.

Article 20-1-4 Safety states: Lyon County School district will not direct any employees to perform any duty that may endanger their health or physical safety.

Article 20-1-5 The administration will have an emergency operations plan of action that is updated in compliance with LCSD policy and NRS. This plan shall be presented to all staff members annually by the site administrator.

**Regarding PPE:**

Masks-Is it one mask per person per day or 1 mask total? If it's 1 total, who is ensuring the cleanliness of those masks?

Will EVERYONE wear masks?

Will medical documentation be required in order to NOT wear a mask?

If a child shows up with NO mask, there needs to be a district wide policy on ramifications of absent mask. ie- will the child be sent home? Will there be extra masks available? This needs to be heeded district wide.

Are face shields acceptable as face coverings?

Gloves?

Touchless sanitizers?

Who is paying for this?

**Regarding TESTING:**

If a child is sent home with a fever or other covid symptoms, what policies will be in place to ensure that the child returning is not sick and is negative for covid?

What is the plan for kids who will come to school sick or have sick family members, but are sent to school anyways? Where will sick kids be quarantined? What is the procedure for nurses when a student has a fever? How many days before that student can return to school? Or a teacher for that matter.

**Regarding SICK DAYS/WORKMANS' COMP:**

Will our sick days be used for the following if I am being quarantined due to:

A student tests positive in my room?

I test positive?

A family member of mine tests positive?

If a rotating teacher tests positive that works in my room? (ie: EL, SPED) Or I push into a room?

If I end up in the ICU, because a student is tested positive and gives me COVID, is it a workmans' comp claim?

Who pays for testing when a teacher is exposed? Do symptoms mean you stay home? Without access to testing or the ability to pay for testing, then how long do kids and teachers stay home?

**Regarding CLEANING/DISENFECTION:**

Are teachers allowed to take temperatures if they buy their own non contact thermometers?

Who will be responsible for cleaning each day? During lunch?

How will I be guaranteed that I will have sufficient supplies for cleaning?

Schools got Grants for PPE. Where is the money and how is it being spent?

**Regarding SUBSTITUTES:**

If there are multiple teachers out and not enough subs available, we cannot combine classrooms. What will the policy be? Ie: Admin teach the class?

**Regarding DISCIPLINE:**

What will be the discipline policy for students who think it is funny to take off their mask and pretend or actually cough on other students?

What will be the disciplinary plan for staff members that harass other teachers or refuse to wear masks or wear them on their wrists or refuse to maintain proper distancing?

What will be the steps a teacher takes when safety protocols are not enforced?

**Misc:**

What will be the policy regarding textbooks/classroom libraries ie: can kids share books? Do we sanitize between each use

Tables instead of desks—will dividers be provided?

Will lunch be eaten in the classrooms?

How are people being made of aware of the FFCRA (Families First Coronavirus Response Act)ADA?

How many positive cases in a school before the school goes to online learning?

How many schools shut down in an attendance area before the whole attendance area goes to online learning?

Teachers' own children—could they attend both weeks?

Recess—are we having it and if so, who will be responsible for the students?

What are we doing with our specials? Are we having specials?

Read by Grade 3—RAP? Still happening?

What is the policy regarding parents, siblings, and guests on campus? Only students should be allowed.

School supplies- each child needs their own school supplies. Do the supplies stay at school and where do we store them while the room is getting cleaned?

If you are determining the number of students in a room based on square footage, and my numbers exceed that number, what happens?

There needs to be a district wide release policy for students after school in order to facilitate teachers' prep time.

All procedures need to be in writing and enforced by ALL administrators.

Thank you for your attention to our concerns.

LCEA President Cindy Darden

LCEA Vice President Michele Savitz

LCEA Secretary Kristen Anders-Garcia

LCEA Treasurer ElDawna Koch



Meeting, Board <[boardmeeting@lyoncsd.org](mailto:boardmeeting@lyoncsd.org)>

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## FW: 2020-2021 School Year Reopening

2 messages

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**Brad Johnston** <[bjohnston@shjnevada.com](mailto:bjohnston@shjnevada.com)>  
To: "boardmeeting@lyoncsd.org" <[boardmeeting@lyoncsd.org](mailto:boardmeeting@lyoncsd.org)>

Mon, Jul 27, 2020 at 6:41 PM

Please see the e-mail below and attached letter for public comment in connection with tomorrow's School Board meeting.

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**From:** Brad Johnston  
**Sent:** Friday, July 03, 2020 8:25 AM  
**To:** [mcintyre.neal@lyoncsd.org](mailto:mcintyre.neal@lyoncsd.org); [villines.holly@lyoncsd.org](mailto:villines.holly@lyoncsd.org); [jones.barbara@lyoncsd.org](mailto:jones.barbara@lyoncsd.org); [jstevensnev@outlook.com](mailto:jstevensnev@outlook.com); [peterson.bridget@lyoncsd.org](mailto:peterson.bridget@lyoncsd.org); [crabtree.kimberla@lyoncsd.org](mailto:crabtree.kimberla@lyoncsd.org); [parsons.sherry@lyoncsd.org](mailto:parsons.sherry@lyoncsd.org)  
**Cc:** [wworkman@lyoncsd.org](mailto:wworkman@lyoncsd.org); Stephani Johnston <[Stephani@periandsons.com](mailto:Stephani@periandsons.com)>  
**Subject:** 2020-2021 School Year Reopening

School Board Trustees:

Please find attached my correspondence concerning the reopening of Lyon County Schools.

Brad M. Johnston

*Partner*

**SIMONS HALL JOHNSTON PC**

[22 State Route 208](#)

[Yerington, Nevada 89447](#)

T: (775) 463-9500

F: (775) 463-4032

[bjohnston@shjnevada.com](mailto:bjohnston@shjnevada.com)

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### COVID-19 NOTICE

Neither State nor Federal authorities have mandated law firms to close. However, the state bar advises law firms to be closed to the public and, per the Nevada Health Response Risk Mitigation Initiative, further advises telecommuting, conducting all client meetings remotely via telephone or video conferencing, and rescheduling all in-person meetings that cannot be conducted remotely. The Courts have instituted similar precautions. As such, Simons Hall Johnston is currently assisting clients digitally via email and telephone. Please continue to communicate with our firm via those

means. If you need to make arrangements that require physical interaction or transfer of physical materials, please communicate with us in advance. We are committed to continuing to provide the high level of service our clients have come to expect throughout this difficult, uncharted time.

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 **7-1-20 LCSD.pdf**  
322K

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**Brad Johnston** <bjohnston@shjnevada.com>  
To: "boardmeeting@lyoncsd.org" <boardmeeting@lyoncsd.org>

Mon, Jul 27, 2020 at 6:42 PM

Please see the e-mail below for public comment in connection with tomorrow's School Board meeting.

---

**From:** Brad Johnston  
**Sent:** Monday, July 27, 2020 4:03 PM  
**To:** mcintyre.neal@lyoncsd.org; villines.holly@lyoncsd.org; jones.barbara@lyoncsd.org; jstevensnev@outlook.com; peterson.bridget@lyoncsd.org; crabtree.kimberla@lyoncsd.org; parsons.sherry@lyoncsd.org  
**Cc:** wworkman@lyoncsd.org; Stephani Johnston <Stephani@periandsons.com>  
**Subject:** RE: 2020-2021 School Year Reopening

School Board Trustees:

I write again to follow-up on my letter dated July 1, 2020, concerning the upcoming school year.

To begin, I would like to thank those of you who contacted me following your receipt of my initial letter. I appreciate the time you took to contact me and to listen to my concerns. With that said, I would like to offer some numbers in advance of your meeting tomorrow.

U.S. Census Bureau's latest estimate for Lyon County's population (as of July 1, 2019) is 57,510.  
<https://www.census.gov/quickfacts/lyoncountynevada>

Johns Hopkins' Covid-19 Dashboard reports total confirmed cases in Lyon County to be 176.  
<https://coronavirus.jhu.edu/us-map>

Google News reports "recovered" cases in Lyon County as 135. <https://news.google.com/covid19/map?hl=en-US&mid=/m/On6pc&gl=US&ceid=US:en>

These numbers, assuming no other recoveries have occurred, report 41 active Covid-19 cases in Lyon County. That is .07% of the County's total population. If my math serves me correctly, that means I have to come in contact with 1,426 Lyon County residents to have the chance of coming into contact with an existing confirmed case of Covid-19. This begs the question as to why we are not going to reopen our schools, especially when precautionary measures can be taken.

I am certain that I will hear school district's mustn't open fully because that is what the Governor has directed. This requires additional scrutiny in addition to the reasons stated in my July 1 letter. The Governor is insisting that schools remain closed (or operate at limited capacity), while the Las Vegas Strip remains open amidst a surge in Covid-19 cases. We must all ask why the Las Vegas Strip should remain open while rural schools are directed to limit education for our children. I urge each of you to read the following article

from the RGJ because it sheds light on that topic. <https://www.rgj.com/story/news/2020/07/23/covid-nevada-las-vegas-should-casinos-stay-open-strip-coronavirus/5479733002/>

Highlights from the article are as follows:

**Since Nevada casinos opened on June 4, hundreds of thousands have strolled the Las Vegas Strip, packed casinos, waited shoulder-to-shoulder for the Bellagio fountains to dance again. Many went maskless and defied social distancing rules.**

**"By leaving the casinos open a certain number of people will get sick and potentially die," {Dr.} Labus {Member of Gov. Sisolak's Medical Advisory Team} said. "By closing them you create all of these other problems where people are going to get sick and potentially die. Trying to figure out the math on that it is pretty much impossible."**

...

**In an email to Dr. Trudy Larson, another member of the state's medical advisory team, the USA TODAY Network asked if the group would advise Sisolak to shut down Las Vegas casinos again.**

**"Great question," Larson said in an email, "and one the (medical advisory team) has not been asked."**

**It's a question many government officials are not willing to address.**

So, our government officials, and their medical advisory team, are not willing to ask whether Las Vegas casinos should be shut down but recognize there is a trade-off between leaving them open and closing them again. The trade-off apparently favors leaving the Las Vegas strip open despite health risks. Why, then, aren't we asking ourselves about the trade-off between opening schools to full-time, in-person education and any other form of education. The trade-off favors full-time, in-person education just as the trade-off supports the continued operation of Las Vegas Casinos. Indeed, I am certain that if school closures would result in teacher layoffs or reduced tax revenues, we wouldn't be having this discussion. We would be finding a way to open our schools, save jobs, and educate our children. But, with neither teaching jobs nor tax revenues at risk, the education of our children is unfortunately in the cross-hairs.

Another point of emphasis is that our schools opened this summer to in-person education here in Yerington. While the number of kids attending was limited, it occurred and we haven't seen a surge in Covid-19 cases. Moreover and more importantly, our ten-year-old son was fortunately able to return to the classroom. While anecdotal, I can assure you that he has gained so much from returning to the classroom. He did not want to go at first, but the smile on his face at the end of his first day and his eagerness to go to school every day since demonstrates first-hand the importance of in-person education. I hope it will not be taken away from him and our other sons come September.

Finally, I would like to stress an example that has been set here in Lyon County. While other courts around the State shutdown and remain shutdown, the Lyon County District Court has remained open, serving the ends of justice. In fact, Lyon County has resumed jury trials in the past few weeks, while other courts shutter at the mere thought of live court proceedings. Our District Court has demonstrated that we can get back to normal proceedings if precautionary measures are taken. Why then, can't our schools.

The opportunity exists to demonstrate leadership. I hope each of you will avail yourselves of that opportunity. But, I also ask that you listen not just to other elected officials, parents, and educators. Reach out to the kids and ask them what they want. They want to go back to school.

Sincerely,



Meeting, Board <boardmeeting@lyoncsd.org>

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## Concerns and Questions for Schools to Reopen

1 message

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**Concerned Parent** <concernedparent555@mail.com>

Mon, Jul 27, 2020 at 3:37 PM

To: Boardmeeting@lyoncsd.org

1. Why are families not offered an option for a distance teacher? An actual teacher that meets with students daily via google classroom teaching a virtual class.
2. Why have families and teachers been left mostly uninformed this summer and when will they be surveyed their opinions and ideas?
3. Will students temperatures be checked each day?
4. Exactly what modifications were done at each school this summer to improve ventilation? Beyond just new filters.
5. Do you honesty feel safe spending 8 hours per day in a small room with 15-20 kids each day with limited ventilation?



Meeting, Board <boardmeeting@lyoncsd.org>

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## Reopening schools

1 message

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**David Cogley** <dcogley5@hotmail.com>

Mon, Jul 27, 2020 at 5:38 PM

To: "boardmeeting@lyoncsd.org" <boardmeeting@lyoncsd.org>

Hello, my name is David Cogley and I'm a single father of two students who will be attending FIS this coming school season (5th & 6th grades). I hope you will follow the scientific evidence collected worldwide which shows no known transmission of covid 19 from student to teacher or even to home. This information should guide us in opening our schools here in Lyon County. The idea of on again off again or in class and distance learning would be difficult in the extreme for me to do. Actually, there's just no way I could make that happen. It is impractical and puts a lot of undue burden on parents and students alike. We have suffered enough through this mess and as a family we really need to return to a sense of normalcy. Please vote to fully reopen our schools. I will participate in tomorrow's school board meeting and hope you guys show genuine common sense. Thank you.

Sent from my T-Mobile 5G Device  
Get [Outlook for Android](#)



Meeting, Board <boardmeeting@lyoncsd.org>

**Board Meeting Zoom Information**

1 message

**Debbie Vaughan** <dvaughan@caseyneilon.com>  
To: "Boardmeeting@lyoncsd.org" <Boardmeeting@lyoncsd.org>

Mon, Jul 27, 2020 at 12:23 PM

Please send me the meeting ID and password for the Board Meeting on July 28, 2020.

Thank you,

Debbie Vaughan  
Chief Operating Officer  
(775) 885-3553 direct

[www.caseyneilon.com](http://www.caseyneilon.com)



**CASEY NEILON**  
503 N. Division St.  
Carson City, NV 89703  
775 . 283 . 5555

**CASEY NEILON**  
6770 S. McCarran Blvd, Ste. 200  
Reno, NV 89509  
775 . 329 . 9999

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Meeting, Board <boardmeeting@lyoncsd.org>

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## Opening schools

1 message

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**Diane Roth** <diane.roth@outlook.com>

Mon, Jul 27, 2020 at 5:05 PM

To: "boardmeeting@lyoncsd.org" <boardmeeting@lyoncsd.org>

I am VERY concerned about the possible plan to open kindergarten to classroom learning with numbers the same as a 'normal ' year & 1 teacher per room. A lot of these lower grade rooms have tables for up to 6 students NOT individual desks.

I believe that if you open these classrooms, you should ALL spend the 1st week in those classrooms!! See for yourselves how easy it is to have twenty 4-5 yr olds wear masks appropriately, social distance, & not share anything! Add to that there most likely will be at least one child with behavior issues, one that is immature for his/her age, & potentially one autistic child in the room part time.

While there may be a debate about how children transmit covid 19, everyone should understand that the child can die from it!! Children are also at risk of developing Inflammatory Systemic Syndrome. And NO I do not want to be the grandparent that gets it from an asymptomatic child!! Nor do I want to see my daughter, who is a teacher, bring covid home to her young children.

Some parents send their child to school when sick & possibly with a fever during a 'normal ' school year. Will there be a quarantine area for students that present with symptoms? Who will be responsible to be in that area with them?

There are so many other logistical questions but I believe they have been already asked.

Thank you for your time & consideration of my letter.

Diane Roth

Sent from my Verizon, Samsung Galaxy smartphone



Meeting, Board <boardmeeting@lyoncsd.org>

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## Zoom meeting tomorrow

1 message

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**Nici Vogler** <nvogler8@gmail.com>  
To: Boardmeeting@lyoncsd.org

Mon, Jul 27, 2020 at 10:16 AM

Hello,  
I would like to attend the zoom meeting for tomorrow's Lyon County school board. I see on the website that it will be held via zoom.  
Would you be able to send along the meeting invite info? Or know of how I will obtain that.

Thank you,  
Concerned parent of a soon to be first grader.



Meeting, Board <boardmeeting@lyoncsd.org>

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**15. (FOR POSSIBLE ACTION) Discussion and possible action regarding the LCSD Reopening of Schools Plans for the 2020-2021 school year as required by the Nevada Department of Education.**

1 message

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**lolo@loloville.com** <lolo@gbis.com>

Mon, Jul 27, 2020 at 8:37 AM

Reply-To: lolo@loloville.com

To: boardmeeting@lyoncsd.org

Cc: peterson.bridget@lyoncsd.org, villines.holly@lyoncsd.org, crabtree.kimberla@lyoncsd.org, mcintyre.neal@lyoncsd.org, parsons.sherry@lyoncsd.org, jones.barbara@lyoncsd.org, jstevensnev@outlook.com

Dear Members of the Lyon County School Board of Trustees,

I will keep this email brief; as I am certain that you must be receiving many questions and concerns at this crucial time.

If your school board meetings are not being held in person for your own health and safety, how can you ethically or logically even consider opening schools for in person instruction while the numbers of infections and deaths are currently growing during a pandemic?

Sincerely,

Steve Fargan



Meeting, Board <boardmeeting@lyoncsd.org>

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## Questions about what a typical school day will look like

2 messages

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**aschweitzer10** <aschweitzer10@yahoo.com>

Tue, Jul 28, 2020 at 9:11 PM

To: boardmeeting@lyoncsd.org

The Governor has ordered that K-12 students and faculty must wear masks all day with the exception of medically exempt children with a doctors excuse. How will this be enforced with small children? Will there be recess and playground time? If so, how will social distancing work at that point when they are trying to be kids and play together? Will they be made to eat in the classroom? Will they be able to go to Library, P.E., Music class, etc? What is the protocol if a student is found to have been in contact with someone who tests positive? Will the whole class have to quarantine? The whole school? How will the kids be checked on a daily basis to make sure they aren't sick or have a fever? Will the teachers take temperatures or will we trust parents to do that? If we are to trust parents who often send their kids to school sick anyway, how will that affect the class/school? For those who choose to do only distance learning, will the school district provide the online curriculum? Thank you.

Amanda Elliott

Sent from my Sprint Samsung Galaxy S10.

---

**Meeting, Board** <boardmeeting@lyoncsd.org>

Tue, Jul 28, 2020 at 9:33 PM

Bcc: Neal McIntyre <mcintyre.neal@lyoncsd.org>, john.stevens@conagra.com, Bridget Peterson <peterson.bridget@lyoncsd.org>, Barbara Jones <jones.barbara@lyoncsd.org>, Kimber Crabtree <crabtree.kimberla@lyoncsd.org>, Holly Villines <villines.holly@lyoncsd.org>, Sherry Parsons <parsons.sherry@lyoncsd.org>, Wayne Workman <wworkman@lyoncsd.org>

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Meeting, Board <boardmeeting@lyoncsd.org>

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## Board Meeting Public Participation 07/28/2020

2 messages

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**Amber Cotton** <Amber.Cotton@hometownhealth.com>  
To: "boardmeeting@lyoncsd.org" <boardmeeting@lyoncsd.org>

Tue, Jul 28, 2020 at 5:57 PM

In reading the reopening plan there was mention of a rapid response plan if a student, staff or teacher possibly has Covid-19. If the Board passes the reopening plan will this response plan be developed prior to schools reopening? Will the parents have access to this plan?

Have we considered students that are not compliant with these reopening practices and what actions will be taken for the behavior?

Thank you,

Amber Cotton

Parent

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**Meeting, Board** <boardmeeting@lyoncsd.org> Tue, Jul 28, 2020 at 6:12 PM  
Bcc: Neal McIntyre <mcintyre.neal@lyoncsd.org>, john.stevens@conagra.com, Wayne Workman <wworkman@lyoncsd.org>, Bridget Peterson <peterson.bridget@lyoncsd.org>, Holly Villines <villines.holly@lyoncsd.org>, Kimber Crabtree <crabtree.kimberla@lyoncsd.org>, Barbara Jones <jones.barbara@lyoncsd.org>, Sherry Parsons <parsons.sherry@lyoncsd.org>

[Quoted text hidden]



Meeting, Board <boardmeeting@lyoncsd.org>

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## Reopening Questions

1 message

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**Hebdon, Aspen** <ahebdon@lyoncsd.org>  
To: Board Meeting <boardmeeting@lyoncsd.org>

Tue, Jul 28, 2020 at 8:09 PM

Good evening,

How is it possible to roll from a hybrid instruction to full in person when you are putting a full year course into a semester?

Why wasn't block scheduling considered and still having year long courses remain year long? Exposure can be limited with a block scheduling. Monday/Wednesday have periods 1, 3, 5, and 7. Tuesday/Thursday have periods 2, 4, 6, and a long advisory.

What is the directive from the Department of Education on end of course exams and AP exams? If a student has a science class in the first semester and the end of course exam is in the spring the information will be lost during this time. Same thing with AP exams.

I appreciate all your hard work during this challenging time. Have a good night.

--

*Aspen Hebdon*

Dayton High School

Biology Teacher

JV Softball Coach

775-246-6240



Meeting, Board <boardmeeting@lyoncsd.org>

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**(no subject)**

2 messages

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**Brad Johnston** <bjohnston@shjnevada.com>  
To: "boardmeeting@lyoncsd.org" <boardmeeting@lyoncsd.org>  
Cc: "Villines, Holly" <villines.holly@lyoncsd.org>

Tue, Jul 28, 2020 at 8:44 PM

Trustees:

The School District is presenting a plan that will not admittedly enhance the educational experience of students and staff. And, the plan is obsolete in light of new directives from the Governor's office, assuming your Board is bound to follow those directives. I would suggest you schedule a special meeting to evaluate what your options actually are to best serve the community. Indeed, we just listened to what a Committee decided at the end of June. It is now the end of July. So much has occurred in the last month that the Committee's recommendations are out-of-date.

If the School District is willing to offer and is offering full-time distance learning to families who desire that, the School District should be willing to offer and should be offering full-time in-person learning to families who desire that. Those two options may themselves address capacity limitations, assuming again the capacity limitations are actually valid. And, some families may have no issue with the Hybrid approach, further demonstrating that you may be able to accommodate those who desire full-time in-person education by virtue of individual family decisions.

This Board does not have an obligation to follow directives from the Governor that the Governor does not have the authority to issue. Unless and until the School District's counsel offers a legal opinion on your options, you should not blindly accept the assertion that your Board must follow the Governor's directives. I spoke to a Board Member this morning who said the Lyon County School District does not have to follow the Governor's directives. The District just contradicted that statement as well as another board member. We are accordingly receiving mixed messages on what the options are for Lyon County.

Special considerations will be given to students from "special populations." There was, however, no explanation as to what "special populations" are except for vague references that were glossed over. You govern a public school district and unequal treatment of students potentially violates the law. I trust we will not be seeing another example of kids from more affluent and/or English-speaking families being denied educational opportunities offered to others. But, reading between the lines, that was the message. Pre-K children have already been denied public education because they were not part of "special populations." That should not be carried forward.

If I heard the presentation correctly, Fridays will be half-day for in-person instruction so that teachers have the afternoon for professional development and contact with those students "distance learning" that week. Does that mean the teachers will not be in contact via zoom or another platform when the kids are distance learning? If so, the week of distance learning is going to be an absolute disaster and unproductive. We saw this in the Spring when teachers were not connecting with students during the school closure and were simply handing out materials for the students to work through on their own. I would hope there will be the option to view the classroom via Zoom or some other online platform when students are distance learning. If that is not the case, the Hybrid Model is worse than I thought. One contact a day during distance learning, via e-mail, is not education.

Mr. Logan just said that what you will be approving tonight is the District's plan that will be submitted to the State. This is a public meeting where you must exercise your judgment to approve or reject the District's proposal. Do so based on what you believe is best for the community and our kids. You should not rubber stamp the District's proposal, and it

certainly should not be a foregone conclusion that you have already decided to approve the District's proposal prior to the public meeting.

The District's Powerpoint contained the following statement: "Every Student ... Every Classroom ... Every Day." Make that a meaningful mission that is accomplished.

Brad M. Johnston

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**Meeting, Board** <boardmeeting@lyoncsd.org>

Tue, Jul 28, 2020 at 8:51 PM

Bcc: Neal McIntyre <mcintyre.neal@lyoncsd.org>, john.stevens@conagra.com, Holly Villines <villines.holly@lyoncsd.org>, Bridget Peterson <peterson.bridget@lyoncsd.org>, Kimber Crabtree <crabtree.kimberla@lyoncsd.org>, Barbara Jones <jones.barbara@lyoncsd.org>, Sherry Parsons <parsons.sherry@lyoncsd.org>, Wayne Workman <workman@lyoncsd.org>

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Meeting, Board <boardmeeting@lyoncsd.org>

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## Distance learning

1 message

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**Jessica Hobbs** <keepplayin02@hotmail.com>

Tue, Jul 28, 2020 at 4:08 PM

To: "Boardmeeting@lyoncsd.org" <Boardmeeting@lyoncsd.org>

Hello,

We have 4 kids in the Lyon county school district. Although we know many are excited to get back to school, there are others who are wondering if distance learning can still be an option until we see what the fallout is going to look like for returning students? This question would be for all grade levels as we have some in elementary and one in middle school.

Thank you for your time,

Jessica Hobbs

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Meeting, Board &lt;boardmeeting@lyoncsd.org&gt;

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## Public Comment for Board Meeting 7/28/2020

1 message

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**jessica knox** <knoxjessican@gmail.com>  
To: boardmeeting@lyoncsd.org

Tue, Jul 28, 2020 at 3:07 PM

Hello,

My name is Jessica Knox. I am a mother of two students who attend a public elementary school in Fernley. I wish to voice my opinion on school reopening in Lyon County for the 2020-2021 calendar year.

I strongly believe our children need the structure, socialization, and instruction that can only come from normal in-person education in a classroom setting. If certain parents are afraid or do not wish to send their children to school, please allow them the option of distance education. Please do not prevent parents who wish for their children to return to normal schedules from being able to do so. From surveys and public forums I have seen, the latter group seems to represent the majority of parents here in Lyon County.

Factually, school-age children are the least likely to contract, as well as communicate, COVID19. I understand we must socially distance and be safe due to COVID and the governor's guidelines, but there are ways to achieve this while still providing daily in-person education. Fatality rates for children, especially those under 14, are the lowest of all age groups. COVID mostly impacts older people and has less than a 1% fatality rate. Focusing on small probabilities rather than the tremendous benefits of having our youth properly and formally educated would be, in my opinion, a poor decision that could have substantial and lasting negative impacts on our children.

I fully agree with Superintendent Workman's statement from the June 24 letter to parents: "Frankly, if I had my way, we would reopen schools to in-person instruction for all students with no restrictions, but with increased precautions." Thankfully, now that Governor Sisolak has permitted each district to reopen as they see fit, I hope that we can move forward and fully reopen schools in Lyon County.

Thank you for hearing my thoughts and for your consideration. I look forward to a victory for the children of Lyon County and all of Nevada.

Sincerely,  
Jessica Knox



Meeting, Board <boardmeeting@lyoncsd.org>

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## Reopening Plan

1 message

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**Ericksen, Jody** <jericksen@lyoncsd.org>  
To: Boardmeeting@lyoncsd.org

Tue, Jul 28, 2020 at 8:16 AM

LCSD School Board,

It is just this simple: the proposal for reopening LCSD clearly has a plan to support high-risk students (students can opt to do the full online option) but it does not have a plan for the more vulnerable population of high-risk teachers and staff. Shouldn't high-risk teachers be given the option to teach the Lyonline program if they have documented health concerns that put them at extreme risk for contracting covid19?

Jody Ericksen  
Thankfully Healthy Teacher at Fernley High School



Meeting, Board <boardmeeting@lyoncsd.org>

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## Public participation letter

1 message

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**Kathy Rudy** <rudy\_kathy@yahoo.com>

Tue, Jul 28, 2020 at 4:09 PM

To: "peterson.bridget@lyoncsd.org" <peterson.bridget@lyoncsd.org>, "mcintyre.neal@lyoncsd.org" <mcintyre.neal@lyoncsd.org>, "villines.holly@lyoncsd.org" <villines.holly@lyoncsd.org>, "crabtree.kimberla@lyoncsd.org" <crabtree.kimberla@lyoncsd.org>, "parsons.sherry@lyoncsd.org" <parsons.sherry@lyoncsd.org>, "jones.barbara@lyoncsd.org" <jones.barbara@lyoncsd.org>, "jstevensnev@outlook.com" <jstevensnev@outlook.com>, "boardmeeting@lyoncsd.org" <boardmeeting@lyoncsd.org>

Hello Lyon County Board of Trustees,

My name is Kathy Rudy and I am the Lyon County Classified Employees Association president. I am attaching a letter addressing the Nutritional Services Proposal for tonight's meeting, July 28, 2020. I appreciate having the opportunity to have our Association's concerns and questions heard. I do plan on attending.

Thank you for your time.

Sincerely,

Kathy Rudy  
LCCSEA President  
(775) 835-9591



**Letter to school board asking to postpone approval of nutritional services proposal - FINAL COPY.docx**

78K

July 27, 2020

Dear Board of Trustees:

There is an agenda item on the July 28, 2020 board meeting, Agenda item #13, from the Lyon County School District proposing a major change for Lyon County nutritional services. The proposal is for approval that the LCSD hire a 3<sup>rd</sup> party management company to take over nutritional services. The Lyon County Classified School Employees Association is asking that the board postpone approval of this item. To be clear this is a matter of outsourcing food services. What group is next? Transportation? Custodial? Secretarial? The Lyon County Classified School Employees Association understands that this is legal, but that does not necessarily mean it is the right move for LCSD, Nutritional Services, or employees, students, and families. Currently, with districts struggling just to reopen do we really want to consider such a huge move? At what cost?

Lyon County Classified School Employee's Association is asking for the time to be able to research the contract being offered. LCSD states that current LCSD employees will stay current LCSD employee's until they choose to retire or resign. There are questions as to how these employees will remain district employee's but then must answer to a private company and the district.

I have read the RFP, request for proposal, and I have some concerns.

Pages 13, section F states the FSMC will have responsibility that includes Corporate Supervision. At this time there are 63 nutritional services LCSD employees, it seems that there would be conflict with district employees being supervised by outside personnel AND LCSD?

Page 18, Paragraph B, FSMC is supervising and training personnel including SFA (school) employees. It is understood that the management company would "be in charge" our concern is how are our employees/members protected from contradictory supervision, for example?

Page 35 under Labor costs Paragraph B, **SFA will, at its sole discretion,** retain all School Nutrition Program employees currently on the SFA's payroll and shall pay the salaries and benefits and all other personnel costs currently applicable to these positions (FICA, taxes, etc.) for these individuals. **Will the district still be paying PERS and Medical benefits?** The statement seems to say that the SFA may or may not retain all current employees.

Paragraph C **SFA and FSMC may transition SFA's School Nutrition employees to FSMC's payroll,** would this also be at the sole discretion of the SFA? What is the transition?

Page 37 under Expenses and FSMC fees, it lists Administrative and Management fee. How much will this cost? It is our understanding that the contract is going to be a fixed fee contract, which I believe means a cost per meal is paid to the FSMC. A management company is in business to make money. A private company depends on its profits to continue business and will only be looking at the bottom line and how to best reduce cost. These positions are not high paying positions but with the additional benefits of PERS, the ability to work where they live, and, if have children, they have the same time off as their kids. These people work for the school and are loyal to the kids, staff, and their school.

LCSD pays administrative fees for 3<sup>rd</sup> party insurance management company and according the RFP there will be Administrative and Management fees.

This is moving extremely fast. Research shows that this sort of move should be done with great consideration and up to a year. (Contracting with Food Service Management Companies Guidance for State Agencies). I spoke with our State

Board and they too are concerned with this move to outsource. Eventually LCSD will no longer have the level of dedication to the program and the students these 63 employees have.

On the Board Meeting Agenda under "Board Memo - Nutrition Services FSMC", the 1st paragraph under "BACKGROUND INFORMATION" sent to the school board by Mr. Workman and Mr. Bains should be addressed regarding the following:

- a. " Lyon County School District over the past four years has transformed Nutrition Services from a general funded program to a self-sufficient program". If that is the case, then why do we need a 3rd party food service management company to come in??
- b. "While that has been a significant achievement, the same strides have not been made with quality and overall service to our students". This is a **VERY** Offensive statement! These jobs are fast paced to get kids in and out of line and back out to the playground for the next round of kids to enter. If they cannot get it done in a timely manner it holds up time and makes students late for the rest of the scheduled day. The goal of the district is to reduce cost and have food service not operating in the red. This allowed for little time for the previous managers to focus on training, staffing, etc. Now that improvement to the budget has been addressed the new food service manager hired should be able to take on the task of training and personnel issues. As mentioned before about the loyalty to students, staff, and school, that these and all LCSD employees have, What kind of quality and overall service to our students do you think private employees will have?

Food service has worked extremely hard to prepare delicious meals for the students as well as providing friendly and helpful service to our students and parents. They stepped up with very short notice during the school closure and worked together as a united team to ensure the students of Lyon County were feed through the district.

Has anyone on the "committee" tasted foods prepared by Chartwells for students K-12 to determine the quality of their food products?? Have they been to a school district that has Chartwells to see how they run their program?? If not, then how can they determine if the quality and service is better??

- c. "Progression toward quality and service improvement has been hindered by turnover. LCSD Nutrition Services has had three different supervisors in the past five years.

How can the turnover of Nutrition Service Supervisor justify a 3rd Party Foodservice Management Company taking over the LCSD Nutrition Department? Turnovers are a common occurrence in any department. In the past four years, each Nutrition Service Supervisor has brought new ideas and improvements to the program that have been beneficial for the students!!

On the Board Meeting Agenda under "Chartwells LCSD Bid - Executive Summary"

On Page 12, under "Seamless Transition" regarding the last paragraph, it says "a detailed description of the proposed transition can be found on pages 242-243".

LCSD foodservice staff have not been able to see this, so they have no idea what is being proposed for the transition. They feel that they should be informed of what this entails before a decision is made.

Some of the other questions we have are:

Why can't a current LCSD employee transfer or apply to "move up", it would still leave an open position to be filled? Promoting within has always been a draw and is done at every level in the district. Promoting within has the attraction that they have worked in the environment, knows what is missing, and has ideas of how to address.

Who will be responsible for current employee's evaluations? SFA or FSMC?

Has the district reached out to neighboring counties that have<sup>53</sup> done this to see the cost savings/losses?

Can school clubs still do fund raisers involving selling food items? In Churchill County the school clubs are no longer allowed to sell food items to raise money for their clubs, they also cannot have “healthy food” vending machines, as this is in direct competition with Chartwells. This has hurt the students and their ability to raise funds. I was also told that outdated milk has been served and that some students have not been served. How is this beneficial to the students and their health and well-being?

How can a company specify meal reimbursement items? Isn't that some sort of violation?

Thank you,

Sincerely,

Kathy Rudy  
LCCSEA President



Meeting, Board <boardmeeting@lyoncsd.org>

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## School Meeting

2 messages

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**Shannon Moore** <missshay40@yahoo.com>

Tue, Jul 28, 2020 at 6:31 PM

To: "Boardmeeting@lyoncsd.org" <Boardmeeting@lyoncsd.org>

I am not sending my kids to school. We are a high risk family. Will there be distance learning for my kids?

---

**Meeting, Board** <boardmeeting@lyoncsd.org>

Tue, Jul 28, 2020 at 6:32 PM

Bcc: Wayne Workman <wworkman@lyoncsd.org>, Neal McIntyre <mcintyre.neal@lyoncsd.org>, john.stevens@conagra.com, Barbara Jones <jones.barbara@lyoncsd.org>, Bridget Peterson <peterson.bridget@lyoncsd.org>, Holly Villines <villines.holly@lyoncsd.org>, Kimber Crabtree <crabtree.kimberla@lyoncsd.org>, Sherry Parsons <parsons.sherry@lyoncsd.org>

[Quoted text hidden]



Meeting, Board <boardmeeting@lyoncsd.org>

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## Hybrid and distances education

2 messages

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**Stanley Ohler** <stanley.ohler@gmail.com>

Tue, Jul 28, 2020 at 9:30 PM

To: "boardmeeting@lyoncsd.org" <boardmeeting@lyoncsd.org>

I would like to my high school student on distance education, but would also like her to be able to do in school functions and sports. My 8th grade would like to walk the stage at his school for promotion to high school, but my wife and I would like to have him full distance education as well.

Stanley Ohler

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**Meeting, Board** <boardmeeting@lyoncsd.org>

Tue, Jul 28, 2020 at 9:33 PM

Bcc: Neal McIntyre <mcintyre.neal@lyoncsd.org>, Wayne Workman <wworkman@lyoncsd.org>, john.stevens@conagra.com, Holly Villines <villines.holly@lyoncsd.org>, Bridget Peterson <peterson.bridget@lyoncsd.org>, Barbara Jones <jones.barbara@lyoncsd.org>, Kimber Crabtree <crabtree.kimberla@lyoncsd.org>, Sherry Parsons <parsons.sherry@lyoncsd.org>

[Quoted text hidden]



Meeting, Board <boardmeeting@lyoncsd.org>

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**(no subject)**

2 messages

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**Vern Audrey** <vernaudrey.53@gmail.com>  
To: boardmeeting@lyoncsd.org

Tue, Jul 28, 2020 at 6:02 PM

Special needs students

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**Meeting, Board** <boardmeeting@lyoncsd.org>

Tue, Jul 28, 2020 at 6:15 PM

Bcc: Wayne Workman <wworkman@lyoncsd.org>, Neal McIntyre <mcintyre.neal@lyoncsd.org>, john.stevens@conagra.com, Bridget Peterson <peterson.bridget@lyoncsd.org>, Barbara Jones <jones.barbara@lyoncsd.org>, Kimber Crabtree <crabtree.kimberla@lyoncsd.org>, Holly Villines <villines.holly@lyoncsd.org>, Sherry Parsons <parsons.sherry@lyoncsd.org>

----- Forwarded message -----

From: **Vern Audrey** <vernaudrey.53@gmail.com>  
Date: Tue, Jul 28, 2020 at 6:02 PM  
Subject:  
To: <boardmeeting@lyoncsd.org>

Special needs students

# Attitude of Gratitude

My name is Mya and I am successful at  
Student Name

FERNLEY ELEMENTARY SCHOOL because of teachers and the principal  
teacher/staff member name

I want to thank him/her for everything

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Signed: Mya McNeill  
Student signature

# Attitude of Gratitude

My name is Max and I am successful at

Student Name

FERNLEY ELEMENTARY SCHOOL because of

MisNefe MisHoye

teacher/staff member name

I want to thank him/her for \_\_\_\_\_

I love you



Signed: \_\_\_\_\_

Student signature

# Attitude of Gratitude

My name is Kahlil LaCour and I am successful at

student name

Silver Stage Middle school because of Ms. Fulton.

school name

teacher/staff member's name

I want to thank him/her for For teaching me really cool things,  
getting me ready for higher grades. Shes really fun  
and she is my favorite teacher.



Signed: Kahlil LaCour

student signature

# Attitude of Gratitude

My name is Kiana Hodges and I am successful at \_\_\_\_\_  
student name

Silver Stage Middle because of Mrs. Leach.  
school name teacher/staff member's name

I want to thank him/her for teaching me how to be a good  
leader, help people out and live up to expectations.

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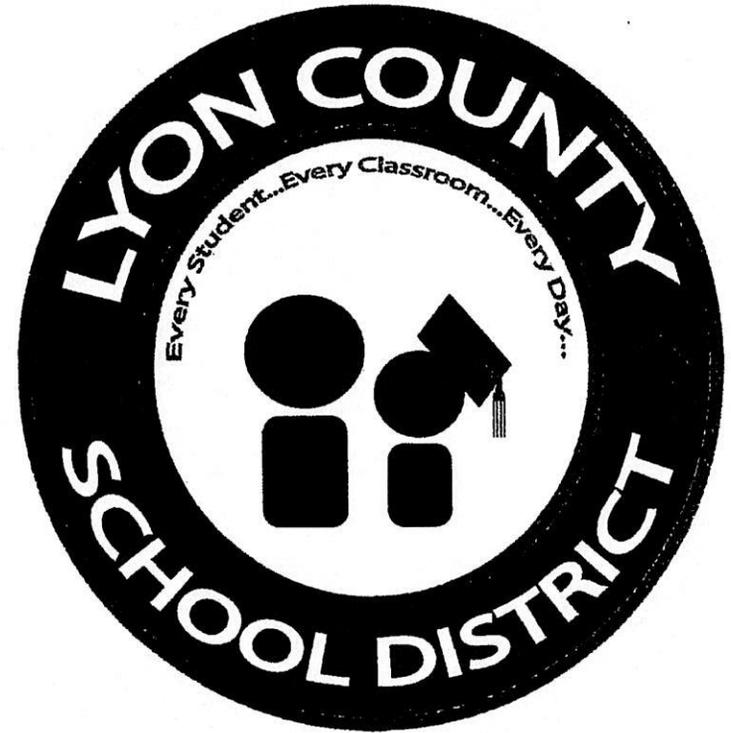
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Signed: K Hodges  
student signature



# Attitude of Gratitude

My name is Jasmine Schwab and I am successful at  
Student Name

FERNLEY ELEMENTARY SCHOOL because of mrs. rash  
teacher/staff member name

I want to thank him/her for being a good  
librarian and also my  
best friend (As a teacher)



Signed: Jasmine Schwab  
Student signature 62

# ATTITUDE OF GRATITUDE

My name is Sam and I am successful at Riverview Elementary School because of Mrs. Elliott.

I want to thank him/her for teaching US AND  
letting US DO ART  
And letting US  
have FUN  
I thank YOU  
Mrs. Elliott

Signed: SAMUEL LOVEY JOHNSON!!



# ATTITUDE OF GRATITUDE

My name is DAMIAN and I am successful at Riverview Elementary School because of Mrs. RANFT.

I want to thank him/her for Teaching me, coming to stay with our class since our teacher left, and for being the best teacher ever!



Signed: DAMIAN SMITH

# ATTITUDE OF GRATITUDE

My name is Devin and I am successful at Riverview  
Elementary School because of Mrs. Ranft.

I want to thank him/her for Helping me when  
I needed help on a  
question when nobody  
helped me.



Signed: Devin Letts

# LYON COUNTY SCHOOL DISTRICT LICENSED

## PERSONNEL REPORT LIC0801 – August 25, 2020

That the Board of Trustees approves the following recommendations:

### HIRINGS:

SCHOOL/SITE	POSITION	NEW	EST	FUNDED BY and BOARD APPROVAL DATE {if new position}	EFF. DATE	NAME OF RECOMMENDED EMPLOYEE
Cottonwood Elementary	Teacher		X	(F. Estrada)	8/12/20	Emma Hisken
Fernley High	Teacher		X	(intern)	8/12/20	Anna Odendaal
Silver Stage Elementary	Teacher		X	(K. Main)	8/12/20	Justin Palmer
Silverland Middle	Teacher		X	(R. Reeder)	8/12/20	Jennifer Baker
Yerington Intermediate	Teacher		X	(T. McGarr)	8/12/20	Gloria Martinez

### SEPARATIONS:

SCHOOL/SITE	POSITION	EFF. DATE	EMPLOYEE
Dayton Elementary	Teacher	8/14/20	Kellie Wildblood
Fernley High	Teacher	6/5/20	Nikki De Mars Noel
Fernley High	Teacher	8/12/20	Brandon Pierce
Silverland Middle	Teacher	6/5/20	Calvin Toulouse
Silverland Middle	Teacher	8/12/20	Jennifer Pagano
Smith Valley Schools	Teacher	8/11/20	Laura Unruh
Special Services	Teacher	6/5/20	Meghan Sinning
Special Services	Teacher	6/5/20	Heather Hansen
Yerington Intermediate	Teacher	8/17/20	Laresa Darrington

### OTHER CONSIDERATIONS:

SCHOOL/SITE	POSITION	REQUEST	REASON	EFF. DATE	EMPLOYEE
Dayton High	Teacher	From DHS/DIS Split	Re-allocation	8/14/20	Alan Watts
Dayton High/Intermediate	Teacher	From DHS	Re-allocation	8/14/20	Joshua Strickland
Silver Stage Middle	Assistant Principal	From YHS	Open position	8/3/20	Monie Byers
Silverland Middle	Teacher	From FES	Overage	8/12/20	Laura Olave
Silverland Middle	Teacher	From DES	Overage	8/12/20	Amanda Dimit
Silverland Middle	Teacher	From Content Area Specialist TOSA	Overage	8/14/20	Gail Hunt
Smith Valley	Teacher	From YES/SVS Literacy Specialist	MOU	8/14/20	Theresa Scatena
Sutro Elementary	Assistant Principal	From SSMS	Open position	8/3/20	Rachel Kuhn

**LYON COUNTY SCHOOL DISTRICT**

**CLASSIFIED**

**PERSONNEL REPORT CL0801- August 25, 2020**

That the Board of Trustees approves the following recommendations:

**HIRINGS:**

SCHOOL/SITE	POSITION	NEW	EST.	FUNDED BY and BOARD APPROVAL DATE	EFF. DATE	Name of Recommended Employee
Cottonwood Elementary	Classified Instructor		X	(W. Edwards)	8/19/20	Amanda Vawter
Fernley Elementary	Classified Instructor		X	(J. Baker)	8/19/20	Elizabeth McBroom

**SEPARATIONS:**

SCHOOL/SITE	POSITION	EFF. DATE	EMPLOYEE
Fernley Elementary	Paraprofessional	6/5/20	Kelly Crowder
Fernley High	Interventionist	6/5/20	Rosa Keithly
Fernley Intermediate	Sign Language Interpreter	6/5/20	Hannah Zimmerman
Food Service	FS Assistant	6/5/20	Itzel Becerra Mejia
Silver Stage Middle	Interventionist-half day	6/5/20	Samantha Horning
Silverland Middle	Custodian	8/20/20	Megan Knight
Silverland Middle	Interventionist	6/5/20	Rebecca Jones
Silverland Middle	Interventionist	6/5/20	Jamie Dechambeau
Special Services	Paraprofessional	6/5/20	Sarai Banuelos
Special Services	Paraprofessional	6/5/20	Michael Green
Sutro Elementary	Paraprofessional	6/5/20	Madison Reid
Transportation	Bus Driver	6/5/20	Suzanne Kelton
Transportation	Bus Driver	6/5/20	Tierra McElroy
Yerington Elementary	Secretary Aide	6/5/20	Jennifer Panora

**OTHER CONSIDERATIONS:**

SCHOOL/SITE	POSITION	REQUEST	REASON	EFF. DATE	EMPLOYEE
Dayton High	Secretary Aide-Attendance	Transfer from DHS C&CR Coach	Open position	8/12/20	Denise Perry

	<b>DAC</b>	<b>Description</b>	<b>Name</b>
1	DAYTON HIGH SCHOOL	Xduty - Baseball Assistant	SMITH, DALE R
2	DAYTON HIGH SCHOOL	Xduty - Baseball Assistant	HARNER, TONY J
3	EAST VALLEY ELEMENTARY SCHOOL	Xduty - Academic Fair Elementary	CALLAHAN, M'LISA
4	EAST VALLEY ELEMENTARY SCHOOL	Xduty - Elem Music Programs	JOHNSON, PAMELA
5	EAST VALLEY ELEMENTARY SCHOOL	Xduty - MTSS Program Facilitator	JOHNSON, PAMELA
6	EAST VALLEY ELEMENTARY SCHOOL	Xduty - School Tech	GREGERSEN, LAURETTE K
7	EAST VALLEY ELEMENTARY SCHOOL	Xduty - Webmaster Site	GREGERSEN, LAURETTE K
8	EAST VALLEY ELEMENTARY SCHOOL	Xduty - Yearbook Elementary	BEYER, JENNIFER
9	RIVERVIEW ELEMENTARY SCHOOL	Xduty - School Tech	KERNS, JERRI
10	RIVERVIEW ELEMENTARY SCHOOL	Xduty - Webmaster Site	LAWRENCE, KASANI Y
11	RIVERVIEW ELEMENTARY SCHOOL	Xduty - Yearbook Elementary	FRUSTERI, LANA
12	SILVER STAGE HIGH SCHOOL	Xduty - Cheerleader Fall	SALAMONE, DANIELLE R
13	SILVER STAGE HIGH SCHOOL	Xduty - Cheerleader Winter Head	SALAMONE, DANIELLE R
14	YERINGTON HIGH SCHOOL	Xduty - Cheerleader Fall	WHITTEMORE, TIFFANY A

**LYON COUNTY SCHOOL DISTRICT**

**Long-term Subs and Interns**

**PERSONNEL REPORT**

**PERSONNEL REPORT LIC0801 - August 25, 2020**

That the Board of Trustees approves the following recommendations:

**Intern:**

SCHOOL/SITE	POSITION	NEW	EST	FUNDED BY and BOARD APPROVAL DATE {if new position}	EFF. DATE	NAME OF RECOMMENDED INTERN
Fernley Area	Psychologist		X	Contracted	8/12/20	Kelly Bruskotter
Fernley Intermediate	Teacher		X	(M. Cutler)	8/12/20	Pamela Martinez
Silver Stage Elementary	Counselor		X	(V. Payne)	8/12/20	Jessica Billings
Yerington High	Teacher		X	(L. Erquiaga)	8/12/20	Erick Soto

**Long-Term Substitutes:**

SCHOOL/SITE	POSITION	FILLED BY



# COMMUNITY DEVELOPMENT INSTITUTE HEAD START

---

## Serving Multi-State Migrant Seasonal Head Start

PO Box 450355

2701 Norton St.

Laredo, Texas 78046

Phone No. (956) 683-6988 Fax (575) 537-1231

## COMMUNITY PARTNERSHIP MEMORANDUM OF UNDERSTANDING

This Community Partnership Memorandum of Understanding (“MOU”) is entered into by Community Development Institute Head Start Migrant Seasonal Head Start Serving Wintergarden/Panhandle/NM/NV (“CDI HS”), a Colorado nonprofit corporation and Lyon County School District (“Community Partner”) commencing on 6/25/2020. CDI HS is currently fiscally and operationally responsible for administering the Multi-State Migrant Seasonal Head Start program as CDI Migrant Seasonal Head Start Serving Wintergarden/Panhandle/NM/NV on an interim basis pursuant to a grant from the Administration for Children and Families in the United States Department of Health and Human Services.

CDI HS and Community Partner enter into this MOU with the purpose of the agreement to institute a working procedure between Lyon County School District (LEA) and CDI Migrant Seasonal Head Start (CDI MSHS) for the provision of providing services to children transitioning into the public school system, or local education agency and/or services to eligible children for Early Childhood: Special Education Program in compliance with Federal and State laws and regulations. CDI MSHS program and the Lyon County School District (LEA) will:

- A. Improve availability and the quality of services for the geographic service area of the CDI MSHS Program's children, age three through compulsory age, and their families;
- B. Support children's optimal development and readiness for school entry and success;
- C. Address the unique strengths and needs of the local populations, such as homeless, migrant, or non-English speaking families;
- D. Promote collaboration regarding shared use of transportation, facilities, and other resources, as appropriate;
- E. Promote further collaboration to reduce duplication and enhance efficiency of services;

- F. Define the roles and responsibilities of the named parties toward coordination and greater collaboration; enhance linkages and relationships; and exchange information on the provision of education and non-educational services
- G. Coordinate a comprehensive system of activities, policies, and procedures among the named parties which guide and support their delivery of services to children and their families
- H. Address the legal requirements of both parties and arrangements for collaborative efforts when families, communities, and program mutually benefit.
- I. Assurance of eligible children for the Special Education program receive a free and appropriate public education within the least restrictive environment setting as required by law.

CDI HS and Community Partner hereby agree as follows:

1. Services to be Performed

\* It is understood by Community Partner and CDI HS that these services may be required to be completed virtually (not in-person) depending on the guidance of CDI HS and local health policies. CDI HS and Contractor will be in communication as to the provision of services and any alternative methods that may be utilized.

A. Responsibilities of CDI Head Start Serving Multi-State MSHS

- 1. Fill at least ten (10%) percent of total funded enrollment slots with children with disabilities who are eligible for services in accordance with IDEA and Head Start Performance Standards 1302.14 (b) and 1302.63 (a).
- 2. Provide all enrolled children Health and Developmental screenings within 30 days for program operating for less than 90 days and within 45 days for program operating more than 90 days in accordance with Head Start Performance Standard 1302.33.
- 3. Refer children with suspected disabilities to appropriate professionals for diagnostic evaluation as soon as suspicion of a disability condition arises in accordance with Head Start Performance Standards 1302.33 (3).
- 4. Develop and implement procedural safeguards to ensure the rights of persons in the Head Start setting and issues regarding the confidentiality of records.
- 5. Coordinate with other local community agencies in order to provide services to children with disabilities.

B. Responsibilities of Lyon County School District (LEA)

- 1. Provide services to preschool children with disabilities ages 3-5 as required by the Individuals with Disabilities Improvement Act (IDEA) and the Individuals with Disabilities Act (IDEA) of 2004.

2. Complete a comprehensive individual assessment/evaluation of referred children within 45 calendar days of receipt of written parental consent.
3. Hold an Admission, Review and Dismissal (ARD)/ Individual Education Plan meeting or Evaluation Team Report (ETR), meeting and develop and implement the Individual Education Plan (IEP) for all children with disabilities and ensure confidentiality of all records of children.
4. Coordinate with other community service agencies to provide services to children with disabilities.
5. Inform parents of children with disabilities of the procedural safeguards that ensure their rights in the educational system.

### C. Responsibilities of Both Parties

#### I. Educational activities, curricular objectives, and Instruction

1. Implement a research-based early childhood curriculum that is aligned with the Head Start Child Development Early Learning Framework developed by the Secretary and, as appropriate, State Early Learning Standards.
2. Establish on-going communication between CDI MSHS program and local educational agency for developing continuity of developmentally appropriate curricular objectives, which for the purpose of the Head Start program shall be aligned with the Head Start Child Development Early Learning Framework and, as appropriate, State Early Learning Standards and for shared expectations for children's learning and development as the children transition to school.

#### II. Public information dissemination and access to programs for families contacting the Migrant Seasonal Head Start program or any of the preschool programs.

1. Generate support and leverage the resources of the entire local community in order to improve school readiness.
2. Establish on-going channels of communication between CDI MSHS staff and their counterparts in the schools (including teachers, social workers, local educational agency liaisons designated under section 722(g)(1)(J)(ii) of the McKinney-Vento

Homeless Assistance Act (42U.S.C. 114332(g)(1)(J)(ii), and health staff) to facilitate coordination of programs.

III. Selection priorities for eligible children to be served by programs

1. Develop and implement a system to increase program participation of underserved populations of eligible children.
2. Develop procedures for identifying children who are limited English proficient, and informing the parents of such children about the instructional services used to help children make progress towards acquiring the knowledge and skills of the English language.
3. Include information on the innovative and effective efforts of the Head Start agencies to collaborate with the entities providing early childhood and development services or programs in the community and any barriers to such collaboration that the agencies encounter.
4. The plan of such applicant to coordinate and collaborate with other public or private entities providing early childhood education and development programs and services for young children in the community.
  - i. Other preschool programs under Title I of that Act (20 U. S. C. 6301 et seq.)
  - ii. State pre-kindergarten programs
  - iii. Child care programs
  - iv. Educational programs that the children in the CDI MSHS program involved will enter at the age of compulsory school attendance.
  - v. Local entities, such as a public or school library for –
    - a. Conducting reading readiness programs
    - b. Developing innovative programs to excite children about the world of books, including providing fresh books in the CDI MSHS classroom.
    - c. Assisting in literacy training for CDI MSHS teachers.
    - d. Supporting parents and other caregivers in literacy efforts.

IV. Child Find

- i. Lyon County School District (LEA) agrees to conduct Child Find activities which may include but not limited to:

- a) Conducting the district's Child Find activities,
  - b) Providing CDI MSHS with information on district criteria used to determine if Special Education services are warranted, and
  - c) Accepting and processing referrals from CDI MSHS as the referring agent.
- ii. CDI MSHS agrees to conduct the following activities:
    - a) Completing screenings within 30 days for program operating for less than 90 days and within 45 days for program operating more than 90 days.
    - b) Providing school districts with information on Head Start Eligibility Criteria.
    - c) Informing parents of the referral process and obtaining written parent consent to evaluate,
    - d) Informing parents of their rights regarding evaluation and services,
    - e) Ensuring safeguard procedures are implemented and
    - f) Accepting and processing all referrals made to CDI by local school districts.
- V. Definition of service area
- 1. CDI MSHS Program, for the purpose of this contract only, the service area is Yerington Nevada.
  - 2. Lyon County School District (LEA) service area
- VI. Staff training, including opportunities for joint staff training on topics such as academic content standards, instructional methods, curricula, and social and emotional development.
- 1. Organize and participate in joint training, such as transition related and LEA referral and evaluation process trainings, for school staff and CDI MSHS staff.
- VII. Program Technical Assistance
- 1. Link the services provided by CDI MSHS program with educational services, including services relating to language, literacy, and numeracy, provided by such local educational agency.
- VII. Provision of services to meet the needs of working parents, as applicable
- 1. Coordinate activities to make resources available for full working day and full calendar year available to children.

2. Coordinate activities and collaborate with programs under the Child Care and Development Block Grant Act of 1990 (42 U. S. C. 9858 et seq.)
- IX. Block Grant Act of 1990 (Communication and parent outreach for smooth transition to the public school system for preschool children, including children with disabilities.
1. Develop and implement a systematic procedure for transferring, with parental consent, CDI MSHS program records for each participating child to the school in which such child will enroll
  2. Establish comprehensive transition policies and procedures that support children transitioning to school, including by engaging the local educational agency in the establishment of such policies.
  3. Conduct outreach to parents and elementary school (such as kindergarten) teachers to discuss the educational, developmental, and other needs of individual children.
  4. Help parents of limited English proficient children understand
    - a. The instructional and other services provided by the school in which such child will enroll after participation in CDI MSHS and
    - b. As appropriate, the information provided to parents of limited English proficient children under section 3302 of the Elementary and Secondary Education Act of 1965 (20 U. S. C. 7012)
  5. Develop and implement a family outreach and support program, in cooperation with entities carrying out parental involvement efforts under Title I of the Elementary and Secondary Education Act of 1965 (20 U. S. C. 6301 et seq.), and family outreach and support efforts under subtitle B of title VII of the McKinney-Vento Homeless Assistance Act (42 U. S. C. 11431 et seq., taking into consideration the language needs of parents of limited English proficient children.
  6. Assist families, administrators, and teachers in enhancing educational and developmental continuity and continuity of parental involvement in activities between CDI MSHS and elementary school classes.
  7. Help parents to understand the importance of parental engagement in a child's academic success while teaching them strategies for maintaining parental involvement as their child moves from CDI MSHS to elementary school
  8. Help parents understand the instructional and other services provided by the school in which their child will enroll after participation in the CDI MSHS program.
  9. Meet to discuss, devise a plan, and coordinate services for enrolled children with disabilities transitioning to publicly funded schools.
- X. Provision and use of facilities, transportation, and other program elements

1. Collaborate on the shared use of transportation and facilities, in appropriate cases.
2. Collaborate to reduce the duplication and enhance the efficiency of services while increasing the program participation of underserved populations of eligible children.
3. Exchange information on the provision of non-educational services to such children.

XI. Assessments:

1. Lyon County School District (LEA) agrees to conduct the following activities:
  - a. Evaluate children with suspected disabilities aged 3 years or older whom CDI MSHS refers,
  - b. Hold multi-disciplinary team meetings to determine if child meets eligibility requirements, and
  - c. Upon submission of appropriate parental consent, make available a copy of the child's evaluation reports to CDI MSHS
2. CDI MSHS agrees to conduct the following activities:
  - a. Hold an in-house staffing for children with suspected disabilities. If the in-house staffing results concur with the initial findings, the child will be referred for an evaluation.
  - b. Obtain parents' written consent before the child is referred to the proper agency.
  - c. Depending on elapsed time between the referral and the evaluation, initiate the evaluation process in accordance with regulation 45 CFR Subpart F—Additional Services for Children with Disabilities and 1302.33.

XII. Individual Education Plan Multi-Disciplinary Team Meeting

1. Lyon County School District (LEA) agrees to conduct the following activities:
  - a. Hold multi-disciplinary team meetings in the development of an IEP, and
  - b. Invite CDI MSHS to participate in the multi-disciplinary meeting to act as contributing members to the child's education program.
2. CDI MSHS agrees to conduct the following activities:
  - a. Attend and participate in the multi-disciplinary team meetings, and assist in the formulation of an IEP,
  - b. Invite Lyon County School District (LEA) to participate in CDI MSHS multi-disciplinary meetings to act as contributing members to the child's education program, and

- c. Encourage parents to participate in multi-disciplinary team meetings and writing IEP's.

### XIII. Individual Education Plan Review

1. Lyon County School District (LEA) agrees to conduct the following activities when written parental consent has been obtained.
  - a. Provide a copy of the IEP to CDI for children who are dually enrolled and are being provided services by CDI and Lyon County School District (LEA),
  - b. Inform CDI of any changes to services as primarily indicated in the IEP, and
  - c. Review child's progress toward identified goals and provide a progress report to CDI
2. CDI agrees to conduct the following activities:
  - a. Provide information on child's progress towards identified goals, and
  - b. Assist parents in the understanding of child's IEP, and encourage their attendance in reviews and/or teacher conference(s)

ADDRESS OF SERVICES: Community Partner shall deliver services at the following address (es): CDI HS MS- Yerington, 311 Virginia Street  
Yerington, NV 89447

### 2. Term of Agreement

This Agreement will become effective on 06/05/2020 and will terminate on 11/30/2020 unless either party terminates agreement earlier as provided below. All contracts automatically expire after one year unless renewed in writing.

### 3. Terminating the Agreement

Either party may terminate the Agreement at any time by giving 30 days' written notice to the other party of the intent to terminate. Upon such termination of this Agreement, CDI HS shall have no further obligations or responsibilities under this Agreement or relating to the services described herein, and Community Partner shall be deemed to have released CDI HS from any such further obligations or responsibilities without the need for further action on the part of Community Partner.

### 4. Expenses

Community Partner shall be responsible for all expenses incurred while performing services under this Agreement.

### 5. Materials

Community Partner will furnish all materials, equipment, and supplies used to provide the services required by this Agreement.

## 6. Independent Contractor Status

Community Partner is an independent contractor, and neither Community Partner nor Community Partner's employees or contract personnel are, or shall be deemed, CDI HS's employees.

## 7. Head Start Required Standards of Conduct

If Community Partner will be in the facility during the time children are present, or interact with children and families in any way, the following standards of conduct must be agreed to for initial and continued service, as set out in Head Start Program Performance Standard 1302.90(c):

- Community Partner agrees to use only positive strategies to support a child's well-being and prevent and address challenging behavior;
- Community Partner must not maltreat or endanger the health or safety of children. Contactor must not:
  - a. Use corporal punishment;
  - b. Use isolation to discipline a child;
  - c. Bind or tie a child to restrict movement or tape a child's mouth;
  - d. Use or withhold food as a punishment or reward;
  - e. Use toilet learning/training methods that punish, demean, or humiliate a child;
  - f. Use any form of emotional abuse, including public or private humiliation, rejecting, terrorizing, extended ignoring, or corrupting a child;
  - g. Physically abuse a child;
  - h. Use any form of verbal abuse, including profane, sarcastic language, threats, or derogatory remarks about the child or child's family; or,
  - i. Use physical activity or outdoor time as a punishment or reward;
- Community Partner agrees to respect and promote the unique identity of each child and family and refrain from stereotyping on any basis, including gender, race, ethnicity, culture, religion, disability, sexual orientation, or family composition;
- Community Partner agrees to follow program confidentiality policies concerning personally identifiable information (PII) about children, families, and other staff members in accordance with 45 CFR 1303, Subpart C (Protections for the Privacy of Child Records) and applicable federal, state, local, and tribal laws; and
- Community Partner agrees to never leave a child alone or unsupervised while under his/her care.

## 8. Insurance

**a. Insurance Coverage.** Throughout the term of this Agreement, Community Partner shall maintain workers compensation insurance in the amount required by statute and all other insurance (including commercial general liability) of the type and in the amounts customarily carried by persons or entities carrying out

the types of services to be performed under this Agreement. CDI HS shall not obtain workers' compensation insurance on behalf of Community Partner or Community Partner's employees.

b. Proof of Insurance. At the request of CDI HS, Community Partner shall provide certificates or other acceptable evidence of insurance evidencing the foregoing coverage and shall provide CDI HS with prompt written notice of any material change to the same.

## 9. Assurances

Community Partner:

- a. Will comply with Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, and Department of Labor."
- b. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.O. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the rehabilitation acts of discrimination on the basis of handicaps; (d) the U.S.C. 6101-6107) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 93-255), as amended, relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to non-discrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements on any other non-discrimination Statute(s) which may apply to the application.
- c. Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- d. Will comply with all applicable requirements of all other Federal laws, Executive Orders, regulations and policies governing this program.
- e. Will make positive efforts to subcontract with small businesses, minority-owned firms, and women's business enterprises.

## 10. Confidentiality and Protection of PII 79

- a. Neither party shall share confidential information regarding children, or families with the other party or with outside entities absent written permission from parent.
- b. Neither party shall share confidential information regarding employees or business operations of the other with third parties without written consent from the other to do the same.
- c. Personally Identifiable Information
  - Personally Identifiable Information (“PII” or “Information”) means any information that could identify a specific individual, including but not limited to a child’s name, name of a child’s family member, street address of the child, social security number, or other information that is linked or linkable to the child.
- d. Information Gained as a Result of Performance of this Agreement
  - Any PII or other information about Head Start or Early Head Start program participants (children and families) or CDI HS employees, including anything which the Community Partner sees or hears, as well as all forms of written communication, including electronic communication, that an independent Community Partner gains as a result of the performance of services under this Agreement is confidential information.
- e. Disclosure of Information to CDI HS Staff
  - PII and information concerning a child, family member, program participant, or CDI HS staff member is to be shared with other CDI HS staff to the extent that such information is necessary for the Community Partner to effectively perform his/her duties under this Agreement.
- f. No Disclosure of Information to Third Parties
  - PII and information concerning a child, family member, program participant, or CDI HS staff member is not, under any circumstances, to be shared with any individual or organization outside of CDI HS.
- g. Unauthorized Disclosure of Information
  - In the event that Community Partner makes an unauthorized disclosure of information prohibited by this Agreement, the parties acknowledge that the right of privacy of children, families and/or CDI staff will be violated, and that CDI HS may, at its discretion: (i) provide the Community Partner an opportunity to self-correct, (ii) prohibit the Community Partner from access to records, PII, or other Information for a set period of time, and CDI HS will have the right to initiate legal action against Community Partner on account of such disclosure.
- h. Review of Confidentiality Provisions
  - CDI HS shall review this Agreement annually, and if necessary, the parties shall update the Agreement in accordance with 45 CFR 1303.22(d).

## 11. Indemnity

To the fullest extent permitted by law, Community Partner shall indemnify and hold harmless CDI HS from and against claims, damages, losses, and expenses,

including but not limited to attorneys' fees related thereto or to the enforcement of this paragraph, arising out of or resulting from performance of the work required under this Contract, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use therefrom, but only to the extent caused by the negligent acts or omissions of Community Partner, a sub Community Partner, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

#### 12. Exclusive Agreement

This is the entire Agreement between Community Partner and CDI HS.

#### 13. Notices and Communication:

Formal notice under this agreement shall be given in writing to the addresses listed below. Notice is effective on the date of delivery. If notice is by US mail, delivery is presumed to be completed three (3) days after the date upon which notice was mailed. Informal communication may be by e-mail, phone call, or in-person.

If to Community Partner:

Wayne Workman  
25 East Goldfield , NV 89447  
775-463-6800 ext. 10034  
[wworkman@lyoncsd.org](mailto:wworkman@lyoncsd.org)

If to CDI HS:

Cynthia Yates-Coaxum, Site Manager  
P.O. Box 450355  
Laredo, TX 78041  
(956) 683-6988  
[cyates-coaxum@cditeam.org](mailto:cyates-coaxum@cditeam.org)

With Copy to:

NIC Project Director  
CDI Head Start  
10065 E. Harvard Avenue, Suite 700  
Denver, CO 80231

#### 14. Attorney's Fees

In the event of any action in connection with any controversy arising out of this Agreement or any of its terms, the prevailing party shall have the right to collect from the other party in such action all attorneys' fees and other costs reasonably incurred in connection with its action on the Agreement.

So agreed by:

Signatures

Lyon County School District (LEA)

Signature: Marva Cleven Date: 8.17.20  
Printed Name: Marva Cleven Title: Director of Special Services  
Taxpayer ID: \_\_\_\_\_

Community Development Institute Head Start serving Multi-State Migrant Seasonal Head Start

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_



State of Nevada

# Department of Education

## STATEMENT OF CERTIFICATION

### SOCIAL WORKERS IN SCHOOLS (SWxS) GRANT

#### SECTION A: APPLICATION FOR A GRANT/SUBGRANT CERTIFICATION

I HEREBY CERTIFY that, to the best of my knowledge, the information in this application is correct.

The applicant designated below hereby applies for federal or state funds for the Social Workers in Schools (SWxS) state block grant. The local Board of Trustees/Organization has authorized me to file this application and such action is recorded in the minutes of the board meeting held on August 25, 2020 (Date).

Signature: *Wayne Workman* Date: 8/4/20  
Authorized Representative

#### PART I – APPLICANT

Applicant: (Legal Name of Agency): Lyon County School District

Mailing Address (Street, P. O. Box, City/ Zip): 25 E. Goldfield Avenue Yerington, NV 89447

Name, title and phone number of Applicant: Wayne Workman, Superintendent 775-463-6800  
Authorized Contact Person: Wayne Workman 775-463-6800

Name, title and phone number of Applicant: Cynthia Routh, Grant Manager 775-463-6800  
Fiscal Contact Person: Cynthia Routh 775-463-6800 ext 10627

Amount of application: \$338,560.00 (8 continuing positions)

#### PART II – STATE DEPARTMENT OF EDUCATION USE

Date Received: \_\_\_\_\_

Obligation Amount: \_\_\_\_\_

Reviewer's Signature: \_\_\_\_\_

Date: \_\_\_\_\_



State of Nevada

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## Department of Education

### GENERAL STATE GRANT ASSURANCES

NAME OF DISTRICT/AGENCY:

FISCAL YEAR:

GRANT/PROGRAM NAME: **Social Workers in Schools (SWxS) Grant**

PROJECT NUMBER: **243**

I hereby certify that, to the best of my knowledge, the information in this application is correct. The applicant designated hereby applies for a grant of State funds. The local Board of Trustees/Organization has authorized me to file this application and such action is recorded in the minutes of the agency's meeting.

The RECIPIENT assures, if awarded a grant or contract:

The State Agency shall hold all RECIPIENTS to the provisions within the applicable Nevada Revised Statute (NRS) that govern the funds passed through the STATE AGENCY to the RECIPIENT.

### STATE REGULATIONS

Shall hold the RECIPIENT to the provisions established by the STATE AGENCY which govern the funds and program:

1. The RECIPIENT assumes full responsibility for the overall program which includes: fiscal administration, timely submission of required reports, program management including personnel, and meeting the goals and objectives in the approved grant application.
2. The RECIPIENT agrees to fully comply with the evaluation team that will evaluate the effectiveness of this grant. Noncompliance may affect the RECIPIENT'S eligibility in future sub-awards from NDE or result in forfeiture of remaining funds.
3. The RECIPIENT agrees that any funds not committed for expenditures by the end of the grant cycle will be deobligated to State general fund with the Annual Financial Report
4. The RECIPIENT will submit the Final Financials to the Nevada Department of Education (NDE) within 45 days or less from the end of the grant cycle. Noncompliance will result in ineligibility for future sub-grant cycles.

5. All requests for budget amendments must be made in writing and approved prior to expenditure of funds.
6. Monthly requests for reimbursement are due to the NDE by the 15th of the month for the previous month of services.
7. The RECIPIENT agrees to comply with NDE's requirement to submit supporting source documentation with reimbursement requests which will ensure that all costs charged to state grants are allowable.
8. The documentation for all transactions, controls and other significant events must be clear and readily available for examination upon request. All documentation such as invoices or contracts, etc. should be maintained at the RECIPIENT's principal place of business. If they are not, the RECIPIENT must bear the cost of making original documents available for examination by the State.
9. Personnel employed as teachers and instructional aides by the RECIPIENT or personnel contracted to provide such service to the RECIPIENT shall be certified pursuant to the provisions of NRS 386.590 (as amended by Senate Bill 509 of the 2015 Session of the Nevada Legislature, Chapter 238, Statutes of Nevada (2015)).
10. The RECIPIENT shall maintain effective control and accountability for all grant funds, property, and other assets. Good internal control necessitates that fiscal responsibilities be clearly established. Accounting functions should be separated to the fullest extent possible so that no one person authorizes, executes, and approves the same transactions. Policies covering personnel and accounting procedures and separation of duties must be documented in a policies and procedures manual or other similar document.
11. The RECIPIENT must maintain continuing responsibility for the overall program. This includes the establishment of written policies and procedures for program operations. The following areas must not be delegated to Recipients or persons who are not employees or officials of the RECIPIENT organization:
  - a. Being informed of and accountable for all program income and expenditures;
  - b. Performance of timely written evaluations of the program, and monitoring of established goals and objectives as written in the program's grant award;
  - c. Financial reports and all other reports required by NDE including monthly Requests for Funds, required quarterly progress reports and final program reports (as applicable);
  - d. Administration of the program in accordance with each agency's administrative practice.
12. If the RECIPIENT decides to establish a policy-making body (or is required either by law or by funding source to establish such a body), its roles and responsibilities must be clearly defined. This must be approved by the Program Director.

13. Any activities that deviate from the scope of work/goals and objectives identified in the grant agreement must receive prior written approval from the Education Programs Professional and may require an amendment to the grant agreement.
14. RECIPIENTS must notify the Education Programs Professional immediately regarding any legal action or negative publicity related to grant-funded events, activities, services, purchases, or outreach.
15. All instructions, requirements, rules and regulations for grants administered through the RECIPIENT are applicable to Recipients, contracts or other mechanisms passing on these funds. It is the responsibility of the RECIPIENT to ensure compliance of Recipients through monitoring, reporting, site visits, fiscal reviews or other means. NDE may implement probationary measures with the RECIPIENT for noncompliance.
16. Indirect costs are not allowed on State grants or contracts to school districts, charter schools, non-profit organization, NSHE or other entities, which are funded in whole or in any part with State funds.
17. No organization may participate in the grant-funded project in any capacity or be a recipient of state funds designated for this project if the organization has been debarred or suspended or otherwise found to be ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension" (see 45 CFR 92.35). Prior to issuing subawards or contracts under this grant, the RECIPIENT must consult the Excluded Parties List System to ensure that organizations under funding consideration are not ineligible. The list may be accessed online through the System for Award Management (SAM) at <https://www.sam.gov>.
18. Decisions made by Education Program Professionals must be based on the grant agreements, approved budgets, grant assurance, written program policies and procedures, and written fiscal policies and procedures including those in the State Administrative Manual (SAM) and in any Nevada Revised Statute or state regulations and guidance that apply to the funding source. If a RECIPIENT disagrees with a decision, the RECIPIENT has the option to dispute the decision by taking the following steps:
  - a. Request in writing that the Education Programs Professional provide:
    1. Documentation upon which a decision is based. Written response will be made within seven (7) working days.
    2. If the disagreement is still unresolved, request in writing that the matter be reviewed by the NDE Program Director, whose decision will be final and will not be open to further discussion or challenge.
    3. All interactions will be conducted with honesty, courtesy, and respect. It is essential that a professional relationship be maintained in order to properly administer the grant and provide effective services in the community.

4. Conduct that interferes with the administration of the grant or negatively impacts the ability to provide effective program services may result in termination of the grant after NDE carefully reviews the circumstances.
5. Timeliness of report submission will be tracked and noted in the grant file. Any extensions or exceptions to requirements must also be noted in the grant file.

Failure to comply with the terms and conditions detailed above may result in the loss of state funds and may be considered grounds for the suspension or termination of this grant.

  
\_\_\_\_\_  
Signature of Authorized Person

8/4/2020  
\_\_\_\_\_  
Date

Wayne Workman, Superintendent  
\_\_\_\_\_  
Name and Title

Lyon County School District  
\_\_\_\_\_  
District/Organization

**PART III: Additional Required Documents**  
**School Safety Grant Required Agreements**

**CERTIFICATION**

I HEREBY CERTIFY that, to the best of my knowledge, the information in this application is correct. The applicant designated below hereby applies for a subgrant of Nevada state funds for the provision of services by social workers or other mental health workers as set forth in the application.

**Signature of Superintendent or Authorized Representative:**

X 

**ASSURANCES**

I HEREBY CONFIRM that I have read and agree to the assurances, certifications, and requirements of this state block grant program. I certify that I am authorized to submit this application and the information submitted in the application is, to the best of my knowledge, true and accurate. I further certify that any program and activity funded by this grant will be conducted in accordance with all applicable federal and state laws and regulations, application guidelines, instructions, and assurances.

**Signature of Superintendent or Authorized Representative:**

X 

**BRAIDED FUNDING AND SUSTAINABILITY**

NDE's Office for a Safe and Respectful Learning Environment (OSRLE) has been tasked with matching the Social Workers in Schools block grant with other funding.

In an effort to maintain flexibility for districts/charters and build upon district strengths, OSRLE staff will work with each district throughout the funding period to support the creation and implementation of a funding map which identifies additional

*School Safety RFA Part III – School Safety Grant Required Agreements: SFY 2021*

funding streams that will be used to sustain and expand SISP services, including but not limited to other federal programs (such as title funding), other state programs, Medicaid, or community based partner organizations.

Subgrantees of the School Safety: SWxS Enhancement must assure that any funds recouped from Medicaid through services provided by SWxS funded professionals must be used solely for the sustainability and expansion of SISP services within the district or charter.

Click here to enter text. District/Charter Academy is committed to partnering with the Office for a Safe and Respectful Learning Environment in efforts to braid funding and support sustainability through the identification of additional funding streams, including Medicaid.

**Signature of Superintendent or Authorized Representative:**

X 

### DATA COLLECTION AND REPORTING

Subgrantees of the School Safety: SWxS Enhancement must ensure that all professionals who are funded with Social Workers in Schools (SWxS) grant dollars record all services provided within the SISP Module of Infinite Campus, to allow for robust program evaluation, analysis, and reporting of outcomes. OSRLE will provide training on the use of the SISP Module to awarded districts and charters and will maintain additional mechanisms for ongoing support and training (i.e. recorded webinars, PowerPoints, user manuals, etc.).

Click here to enter text. District/Charter Academy will require all professionals funded with SWxS grant dollars to record service delivery data within the SISP Module of Infinite Campus and in compliance with all federal and state laws regarding student information and confidentiality (i.e. FERPA and HIPPA).

**Signature of Superintendent or Authorized Representative:**

X 

### USE OF A MULTI-TIERED SYSTEM OF SUPPORTS (MTSS)

Subgrantees of the SWxS grant must ensure that all professionals who are funded with Social Workers in Schools (SWxS) grant dollars access trainings on MTSS, which will be provided by OSRLE and our partners at no cost to subgrantees, and that they begin to implement services and intervention planning from within an MTSS framework as soon as possible.

Click here to enter text. District/Charter Academy will require all professionals funded with SWxS grant dollars to attend trainings on MTSS provided by OSRLE and OSRLE partners and that service delivery from within an MTSS framework begins as soon as possible.

**Signature of Superintendent or Authorized Representative:**

X 

**Nevada Department of Education  
State or Federal Budget Expenditure Summary**

Subrecipient: Lyon County School District Project Number: 21-243-10000  
 UEI (DUNS): 800503919 Project Title: Social Worker Grant  
 Vendor Number: T40233900 FISCAL YEAR: 2021

Federal/State Project Title: SB515 Budget Code: \_\_\_\_\_  
 Check one below: Category: \_\_\_\_\_  
 Budget: X GL: \_\_\_\_\_  
 Amendment: \_\_\_\_\_ CAN Number: \_\_\_\_\_  
 Job Number: \_\_\_\_\_

NDE Use Only

OBJECT	DESCRIPTION	INSTRUCTION COST	SUPPORT SERVICES	TOTAL
100	Salaries	0.00	0.00	0.00
200	Benefits	0.00	0.00	0.00
300	Purchased Professional Services	0.00	338,560.00	338,560.00
400	Purchased Property Services	0.00	0.00	0.00
500	510 Student Travel Services	0.00	0.00	
	580 Travel	0.00	0.00	
	500 Other	0.00	0.00	
	<b>Total 500</b>	<b>0.00</b>	<b>0.00</b>	
600	610 General Supplies	0.00	0.00	
	612 Non InformationTech Items of Value *	0.00	0.00	
	640 Books and Periodicals	0.00	0.00	
	641 Textbooks	0.00	0.00	
	650 Supplies; Info Tech	0.00	0.00	
	651 Software	0.00	0.00	
	652 Information Tech Items of Value *	0.00	0.00	
	653 Web-based and Similar Programs	0.00	0.00	
<b>Total 600</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
800	810 Dues and Fees	0.00	0.00	
	890 Other Miscellaneous	0.00	0.00	
	800 Other	0.00	0.00	
	<b>Total 800</b>	<b>0.00</b>	<b>0.00</b>	
<b>Subtotal 100 - 600 &amp; 800</b>		<b>0.00</b>	<b>338,560.00</b>	<b>338,560.00</b>
Indirect Cost	0.00%	\$ -	\$ -	\$ -
700	730 Equipment: over \$5,000 each	0.00	0.00	
	700 Other	0.00	0.00	
	<b>Total 700</b>	<b>0.00</b>	<b>0.00</b>	
900 Other	900 Other	0.00	0.00	
	<b>Total 900</b>	<b>0.00</b>	<b>0.00</b>	
<b>TOTAL</b>		<b>0.00</b>	<b>338,560.00</b>	<b>338,560.00</b>

Signature:  Date: 8/4/20  
 Signature of Authorized Representative

Name/Title: Wayne Workman, Superintendent  
 Print Name and Title of Reporting Official

\* All Items of Value must be itemized on the Budget Detail.

\*\* Indirect Cost Rates must be approved by the Dept. of Education before the sub-grantee may budget for and charge those costs to the grant. Indirect allowed for Federal

DEPARTMENT OF EDUCATION USE ONLY	
Initialed	Date Approved



State of Nevada

# Department of Education

## STATEMENT OF CERTIFICATION

School Resource Officer

### SECTION A: APPLICATION FOR A GRANT/SUBGRANT CERTIFICATION

I HEREBY CERTIFY that, to the best of my knowledge, the information in this application is correct.

The applicant designated below hereby applies for federal or state funds for the School Resource Officer. The local Board of Trustees/Organization has authorized me to file this application and such action is recorded in the minutes of the board meeting held on August 25, 2020 (Date).

Signature:  Date: 8/7/2020  
Authorized Representative

### PART I – APPLICANT

Applicant: (Legal Name of Agency): Lyon County School District

Mailing Address (Street, P. O. Box, City/ Zip): 25 East Goldfield Ave; Yerington; NV 89447  
Name, title and phone number of Applicant: Wayne Workman, Superintendent 775-463-6800

Authorized Contact Person: Tim Logan, Deputy Superintendent 775-463-6800

Fiscal Contact Person: Cynthia Routh, Grants Manager 775-463-6800 Ext. 10627

Amount of application: \$398,375.00

### PART II – STATE DEPARTMENT OF EDUCATION USE

Date Received: \_\_\_\_\_

Obligation Amount: \_\_\_\_\_

Reviewer's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**PART III: Additional Required Documents**  
**School Safety Grant Required Agreements**

**CERTIFICATION**

I HEREBY CERTIFY that, to the best of my knowledge, the information in this application is correct. The applicant designated below hereby applies for a subgrant of Nevada state funds for the provision of services by School Resource Officers or School District Police Officers as set forth in the application.

**Signature of Superintendent or Authorized Representative:**

X 

**ASSURANCES**

I HEREBY CONFIRM that I have read and agree to the assurances, certifications, and requirements of this state block grant program. I certify that I am authorized to submit this application and the information submitted in the application is, to the best of my knowledge, true and accurate. I further certify that any program and activity funded by this grant will be conducted in accordance with all applicable federal and state laws and regulations, application guidelines, instructions, and assurances.

**Signature of Superintendent or Authorized Representative:**

X 

**BRAIDED FUNDING AND SUSTAINABILITY**

NDE's Office for a Safe and Respectful Learning Environment (OSRLE) has been tasked with matching the School Resource Officers or School District Police Officers block grant with other funding.

In an effort to maintain flexibility for districts/charters and build upon district strengths, OSRLE staff will work with each district throughout the funding period to

support the creation and implementation of a funding map which identifies additional funding streams that will be used to sustain and expand SISP services, including but not limited to other federal programs (such as title funding), other state programs, Medicaid, or community based partner organizations.

Subgrantees of the School Safety: School Resource Officers or School District Police Officers must assure that any funds recouped from Medicaid through services provided by SWxS funded professionals must be used solely for the sustainability and expansion of SISP services within the district or charter.

Click here to enter text. District/Charter Academy is committed to partnering with the Office for a Safe and Respectful Learning Environment in efforts to braid funding and support sustainability through the identification of additional funding streams, including Medicaid.

**Signature of Superintendent or Authorized Representative:**

X 

## DATA COLLECTION AND REPORTING

Subgrantees of the School Safety: School Resource Officers or School District Police Officers must ensure that all professionals who are funded with School Resource Officers or School District Police Officers grant dollars record all services provided within the SISP Module of Infinite Campus, to allow for robust program evaluation, analysis, and reporting of outcomes. OSRLE will provide training on the use of the SISP Module to awarded districts and charters and will maintain additional mechanisms for ongoing support and training (i.e. recorded webinars, PowerPoints, user manuals, etc.).

Click here to enter text. District/Charter Academy will require all professionals funded with School Resource Officers or School District Police Officers grant dollars to record service delivery data within the SISP Module of Infinite Campus and in compliance with all federal and state laws regarding student information and confidentiality (i.e. FERPA and HIPPA).

**Signature of Superintendent or Authorized Representative:**

X 

**USE OF A MULTI-TIERED SYSTEM OF SUPPORTS (MTSS)**

Subgrantees of the School Resource Officers or School District Police Officers grant must ensure that all professionals who are funded with School Resource Officers or School District Police Officers grant dollars access trainings on MTSS, which will be provided by OSRLE and our partners at no cost to subgrantees, and that they begin to implement services and intervention planning from within an MTSS framework as soon as possible.

Click here to enter text. District/Charter Academy will require all professionals funded with School Resource Officers or School District Police Officers grant dollars to attend trainings on MTSS provided by OSRLE and OSRLE partners and that service delivery from within an MTSS framework begins as soon as possible.

**Signature of Superintendent or Authorized Representative:**

X 



State of Nevada

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## Department of Education

### GENERAL STATE GRANT ASSURANCES

NAME OF DISTRICT/AGENCY:

FISCAL YEAR:

GRANT/PROGRAM NAME: School Resource Officer

PROJECT NUMBER: 21-251-10000

I hereby certify that, to the best of my knowledge, the information in this application is correct. The applicant designated hereby applies for a grant of State funds. The local Board of Trustees/Organization has authorized me to file this application and such action is recorded in the minutes of the agency's meeting.

The RECIPIENT assures, if awarded a grant or contract:

The State Agency shall hold all RECIPIENTS to the provisions within the applicable Nevada Revised Statute (NRS) that govern the funds passed through the STATE AGENCY to the RECIPIENT.

### STATE REGULATIONS

Shall hold the RECIPIENT to the provisions established by the STATE AGENCY which govern the funds and program:

1. The RECIPIENT assumes full responsibility for the overall program which includes: fiscal administration, timely submission of required reports, program management including personnel, and meeting the goals and objectives in the approved grant application.
2. The RECIPIENT agrees to fully comply with the evaluation team that will evaluate the effectiveness of this grant. Noncompliance may affect the RECIPIENT'S eligibility in future sub-awards from NDE or result in forfeiture of remaining funds.
3. The RECIPIENT agrees that any funds not committed for expenditures by the end of the grant cycle will be deobligated to State general fund with the Annual Financial Report
4. The RECIPIENT will submit the Final Financials to the Nevada Department of Education (NDE) within 45 days or less from the end of the grant cycle. Noncompliance will result in ineligibility for future sub-grant cycles.

5. All requests for budget amendments must be made in writing and approved prior to expenditure of funds.
6. Monthly requests for reimbursement are due to the NDE by the 15th of the month for the previous month of services.
7. The RECIPIENT agrees to comply with NDE's requirement to submit supporting source documentation with reimbursement requests which will ensure that all costs charged to state grants are allowable.
8. The documentation for all transactions, controls and other significant events must be clear and readily available for examination upon request. All documentation such as invoices or contracts, etc. should be maintained at the RECIPIENT's principal place of business. If they are not, the RECIPIENT must bear the cost of making original documents available for examination by the State.
9. Personnel employed as teachers and instructional aides by the RECIPIENT or personnel contracted to provide such service to the RECIPIENT shall be certified pursuant to the provisions of NRS 386.590 (as amended by Senate Bill 509 of the 2015 Session of the Nevada Legislature, Chapter 238, Statutes of Nevada (2015)).
10. The RECIPIENT shall maintain effective control and accountability for all grant funds, property, and other assets. Good internal control necessitates that fiscal responsibilities be clearly established. Accounting functions should be separated to the fullest extent possible so that no one person authorizes, executes, and approves the same transactions. Policies covering personnel and accounting procedures and separation of duties must be documented in a policies and procedures manual or other similar document.
11. The RECIPIENT must maintain continuing responsibility for the overall program. This includes the establishment of written policies and procedures for program operations. The following areas must not be delegated to Recipients or persons who are not employees or officials of the RECIPIENT organization:
  - a. Being informed of and accountable for all program income and expenditures;
  - b. Performance of timely written evaluations of the program, and monitoring of established goals and objectives as written in the program's grant award;
  - c. Financial reports and all other reports required by NDE including monthly Requests for Funds, required quarterly progress reports and final program reports (as applicable);
  - d. Administration of the program in accordance with each agency's administrative practice.
12. If the RECIPIENT decides to establish a policy-making body (or is required either by law or by funding source to establish such a body), its roles and responsibilities must be clearly defined. This must be approved by the Program Director.

13. Any activities that deviate from the scope of work/goals and objectives identified in the grant agreement must receive prior written approval from the Education Programs Professional and may require an amendment to the grant agreement.
14. RECIPIENTS must notify the Education Programs Professional immediately regarding any legal action or negative publicity related to grant-funded events, activities, services, purchases, or outreach.
15. All instructions, requirements, rules and regulations for grants administered through the RECIPIENT are applicable to Recipients, contracts or other mechanisms passing on these funds. It is the responsibility of the RECIPIENT to ensure compliance of Recipients through monitoring, reporting, site visits, fiscal reviews or other means. NDE may implement probationary measures with the RECIPIENT for noncompliance.
16. Indirect costs are not allowed on State grants or contracts to school districts, charter schools, non-profit organization, NSHE or other entities, which are funded in whole or in any part with State funds.
17. No organization may participate in the grant-funded project in any capacity or be a recipient of state funds designated for this project if the organization has been debarred or suspended or otherwise found to be ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension" (see 45 CFR 92.35). Prior to issuing subawards or contracts under this grant, the RECIPIENT must consult the Excluded Parties List System to ensure that organizations under funding consideration are not ineligible. The list may be accessed online through the System for Award Management (SAM) at <https://www.sam.gov>.
18. Decisions made by Education Program Professionals must be based on the grant agreements, approved budgets, grant assurance, written program policies and procedures, and written fiscal policies and procedures including those in the State Administrative Manual (SAM) and in any Nevada Revised Statute or state regulations and guidance that apply to the funding source. If a RECIPIENT disagrees with a decision, the RECIPIENT has the option to dispute the decision by taking the following steps:
  - a. Request in writing that the Education Programs Professional provide:
    1. Documentation upon which a decision is based. Written response will be made within seven (7) working days.
    2. If the disagreement is still unresolved, request in writing that the matter be reviewed by the NDE Program Director, whose decision will be final and will not be open to further discussion or challenge.
    3. All interactions will be conducted with honesty, courtesy, and respect. It is essential that a professional relationship be maintained in order to properly administer the grant and provide effective services in the community.

4. Conduct that interferes with the administration of the grant or negatively impacts the ability to provide effective program services may result in termination of the grant after NDE carefully reviews the circumstances.
5. Timeliness of report submission will be tracked and noted in the grant file. Any extensions or exceptions to requirements must also be noted in the grant file.

Failure to comply with the terms and conditions detailed above may result in the loss of state funds and may be considered grounds for the suspension or termination of this grant.



\_\_\_\_\_  
Signature of Authorized Person

8/7/2020

\_\_\_\_\_  
Date

Wayne Workman, Superintendent  
\_\_\_\_\_  
Name and Title

Lyon County School District  
\_\_\_\_\_  
District/Organization

**Nevada Department of Education  
State or Federal Budget Expenditure Summary**

Subrecipient: Lyon County School District Project Number: 21-251-10000

UEI (DUNS): 800503919 Project Title: School Safety: SRO's  
Vendor Number: T40233900 GL: 8611 FISCAL YEAR: 2021

Federal/State Project Title: \_\_\_\_\_ Budget Code: \_\_\_\_\_  
State \_\_\_\_\_ Category \_\_\_\_\_  
Check one below: \_\_\_\_\_ GL: \_\_\_\_\_  
Budget: Budget CAN Number: \_\_\_\_\_  
Amendment: \_\_\_\_\_ Job Number: \_\_\_\_\_

NDE Use Only

OBJECT	DESCRIPTION	INSTRUCTION COST	SUPPORT SERVICES	TOTAL
100	Salaries	0.00	0.00	0.00
200	Benefits	0.00	0.00	0.00
300	Purchased Professional Services	0.00	398,375.00	398,375.00
400	Purchased Property Services	0.00	0.00	0.00
500	510 Student Travel Services	0.00	0.00	
	580 Travel	0.00	0.00	
	500 Other	0.00	0.00	
	<b>Total 500</b>	0.00	0.00	
600	610 General Supplies	0.00	0.00	
	612 Non InformationTech Items of Value *	0.00	0.00	
	640 Books and Periodicals	0.00	0.00	
	641 Textbooks	0.00	0.00	
	650 Supplies; Info Tech	0.00	0.00	
	651 Software	0.00	0.00	
	652 Information Tech Items of Value *	0.00	0.00	
	653 Web-based and Similar Programs	0.00	0.00	
<b>Total 600</b>	0.00	0.00	0.00	
800	810 Dues and Fees	0.00	0.00	
	890 Other Miscellaneous	0.00	0.00	
	800 Other	0.00	0.00	
	<b>Total 800</b>	0.00	0.00	
<b>Subtotal 100 - 600 &amp; 800</b>		0.00	398,375.00	398,375.00
Indirect Cost	0.00%	\$ -	\$ -	\$ -
700	730 Equipment: over \$5,000 each	0.00	0.00	
	700 Other	0.00	0.00	
	<b>Total 700</b>	0.00	0.00	
900 Other	900 Other	0.00	0.00	
	<b>Total 900</b>	0.00	0.00	
<b>TOTAL</b>		0.00	398,375.00	398,375.00

Signature:  Date: 8/7/2020  
Signature of Authorized Representative

Name/Title: Wayne Workman, LCSD Superintendent  
Print Name and Title of Reporting Official

\* All Items of Value must be itemized on the Budget Detail.  
\*\* Indirect Cost Rates must be approved by the Dept. of Education before the sub-grantee may budget for and charge those costs to the grant. Indirect allowed for Federal

DEPARTMENT OF EDUCATION USE ONLY	
Initials <u>W</u>	Date Approved _____

## MEMORANDUM OF UNDERSTANDING

### Child Assault Prevention (CAP) Project and Lyon County School District Regarding Elementary Child Self-Protection Workshops

Period of Agreement: August 1, 2020 through June 30, 2021

Parties Involved: Child Assault Prevention (CAP) Project  
Lyon County School District

**Common Objective:** This partnership between the Child Assault Prevention (CAP) Project and the Lyon County School District is being formed for the purpose of providing child self-protection workshops to students enrolled in first through sixth grades in the Lyon County School District. CAP currently focuses on second, fourth and sixth grades but will strive to accommodate the needs of each individual school.

**Partnership Background:** The Child Assault Prevention (CAP) Project has been providing an elementary child self-protection to the students in Washoe County since 1984 and expanded its program to include the elementary schools and students in Lyon County. This partnership was established in 2013.

#### **Distribution of Functions:**

**Child Assault Prevention (CAP) Project:** Will provide staffing, transportation, workshop materials, follow-up activities, testing and questionnaires to the elementary schools in Lyon County. CAP will schedule the one-hour workshop presentations at the grade level(s) specified by the Lyon County School District. CAP will schedule presentations with the school counselors and teachers and will provide confirmations to all parties as well as school principals. CAP will facilitate the one-hour workshop presentation in each individual classroom. CAP is responsible for collecting all demographics and data on each workshop presentation.

#### **Special Note Regarding Covid-19:**

CAP Facilitators are responsible for taking their own temperatures prior to any workshop presentation. Facial coverings will be worn at all times. Cloth masks will be worn when CAP Facilitators are not presenting the CAP Workshop. Facial Shields will be worn during workshop presentations. Social distancing rules will be followed at all times while CAP Facilitators are in the schools. Workshop bags and presentation materials will be sanitized before and after each workshop presentation. CAP Facilitators will follow rules and protocol provided by Lyon County School District regarding Covid-19 procedures for their schools.

Lyon County School District: Will allow CAP the one-hour workshop presentation time in individual classrooms at the grade level(s) requested by the Lyon County School District. Lyon County School District will allow CAP to schedule the workshop presentations with the school counselors and teachers. Lyon County School District will allow CAP to collect demographic information, evaluations, retention data and teacher and counselor questionnaires that ask for information regarding disclosure activity in the aftermath of our presentations. Lyon County School District will provide CAP with procedures and protocol to follow regarding Covid-19 and visitors to their schools.

Fiscal Agent Functions: The Child Assault Prevention (CAP) Project will act as the fiscal agent and is responsible for funding all aspects of the elementary workshop presentations in the Lyon County elementary schools. As long as CAP can secure the necessary funding, the workshop presentations will come to the students in Lyon County at no cost to the district, schools or families. CAP will be responsible for all data collection and reporting to those entities funding the workshops.

Communication: The Child Assault Prevention (CAP) Project and the Lyon County School District agree to be in communication regarding all workshop presentations and any questions or concerns coming from school personnel, students, parents or community residents. The workshop presentations are open for all to see. Lyon County School Counselors will assist CAP in sending out permission slips to parents. CAP will take the responsibility of discussing the workshop presentations and will answer any questions and will handle any concerns that come forth with all details being shared with the Lyon County School District. Lyon County School District agrees to share evaluations and criticisms with CAP in order to build the best program for the students in Lyon County.

Data Reporting/Record Keeping: CAP will be responsible for providing all workshop materials. CAP will be responsible for all data collection, demographics, testing, questionnaires and follow-up reporting. All data, testing results and follow-up reporting will be shared with the Lyon County School District. CAP compiles demographic information on each classroom including: number and ethnicity of students, special needs students, English Language Learners, SIP, CLS and students that are not mainstreamed. CAP sends questionnaires and retention tests to teachers, counselors and students 60 days after the workshop presentations. CAP then compiles the data into numerous reports. The reports will be shared with Lyon County School District, funders who have sponsored the workshops and human service/state agencies working on providing more services to children in Nevada.

Confidentiality: While CAP collects a lot of data, we do not collect confidential or financial information on any of the families or students. CAP does not collect personal information on any of the students. Disclosures of abuse are handled within the guidelines and protocol of the Lyon County School District. CAP does not photograph any of the children or any of the workshops without consent of parents and the Lyon County School District. Any information on disclosures of abuse is left with the school counselors to be handled with the protocol of the Lyon County School District. Any document, file, report or questionnaire containing information that is considered confidential is kept secured in locked files in the CAP office. CAP does not share confidential information.

Disputes: Should disagreements arise between the Child Assault Prevention (CAP) Project and the Lyon County School District each party will document the concerns in writing and every step will be taken to assure a quick and satisfactory resolution for both parties.

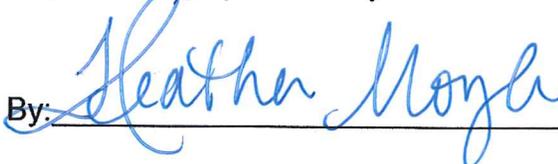
Amendment: If either party sees the need to make an amendment to this Memorandum of Understanding, it will be documented in writing citing the change to be made and the reasoning for making the change. Upon agreement of both parties to make the change, a new Memorandum of Understanding will be issued for signatures.

IN WITNESS HEREOF, the parties hereto have executed this agreement this day and year herein set forth:

Representing Child Assault Prevention (CAP) Project

By:  Date: 7/17/2020  
Rebecca LeBeau, Executive Director

Representing Lyon County School District

By:  Date: 7/17/2020

**LYON COUNTY SCHOOL DISTRICT  
AGREEMENT REGARDING JOINT FUELING STATION & BUS REPAIR BUILDING**

THIS AGREEMENT made on this 31st day of July, 2020 by and between the LYON COUNTY SCHOOL DISTRICT, a hereinafter referred to as "District," and LYON COUNTY.

WHEREAS, the District has installed a diesel/gas fueling station for mutual use at the Lyon County transportation facility in Silver Springs, NV and Lyon County will permit the District to use the repair building for repairs and maintenance.

NOW, THEREFORE, BE IT RESOLVED in consideration of the mutual covenants and conditions set forth herein, Lyon County School District and Lyon County hereby agree as follows:

1. Each party will be responsible for the cost of fuel dispensed to their vehicles and equipment, which, will be determined by means of individual fueling cards.
2. The District will be responsible for maintenance and repair of the fueling station and related appurtenances.
3. Lyon County will permit the District to use the repair building for the use of repairs and maintenance. The County may, at times, require access to the repair building. Under these circumstances, shared usage will be required.
4. The District will be responsible for utilities associated with the vehicle repair building.
5. The County will be responsible for utilities associated with the fueling station.
6. The term of this Agreement shall be for a period commencing at 12:00 a.m. on the 1st day of August, 2020 for the duration of a two year rolling agreement.
7. Once the term of the agreement expires, the District retains the right to remove the fueling station from the Lyon County transportation facility.
8. The District shall indemnify, hold the Lyon County and defend District from any and all liability and claims, including but not limited to costs and attorneys' fees, which may result from the negligent and/or intentional acts of Organization and its employees. Lyon County shall indemnify, hold the District harmless, and defend Lyon County up to the statutory limits set forth in NRS Chapter 41 for any and all liability and claims including costs and attorneys' fees, which may result from the negligent or intentional act of District or County employees or agents.
9. This Agreement shall be binding upon the parties hereto and their successors in interest.
10. This Agreement shall be governed by the laws of the State of Nevada.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

LYON COUNTY SCHOOL DISTRICT

By \_\_\_\_\_  
President of the Lyon County School District Board of Trustees

LYON COUNTY

By \_\_\_\_\_  
Chairman of the Lyon County Board of Commissioners

**Class Size Reduction Quarterly Certification Form**  
**NRS 388.700-725**  
**Fiscal Year 2020**

**PART B1- Quarterly Report Certification**

Return to:

Megan Hanke @ meganp@doe.nv.gov  
 (775)687-9236

Pam Lee @ pamlee@doe.nv.gov  
 (775)-687-9108

First Quarter	Jul 1- Sept 30	Due (On or before):	1-Feb-20
Second Quarter	Oct 1- Dec 31	Due (On or before):	1-May-20
Third Quarter	Jan 1- March 31	Due (On or before):	1-Aug-20
Fourth Quarter	Apr 1- Jun 30	Due (On or before):	1-Nov-19

Quarter Submitted           Q4            
 School District           Lyon            
 Date Submitted:           7/27/2020          

Has the plan changed from the projected plan?       Yes       No

If yes, submit new plan.

Are there any changes in the variances being submitted (more/less)?       Yes       No

If yes, please attach applicable additional variances.

Please list applicable variances to be removed (School and Grade).

CES remove 2nd gr, SES add 4th, FES add K, YES remove 1st, add 4th, EVES add 3rd

The district maintained website has been updated to reflect prior quarter average daily enrollment and class size ratios as well as an identification of each variance granted.

Yes       No      If not, what is the expected date the website will be updated?                1-Aug          

What are your district wide class size ratios by grade?

Kindergarten:	<u>          18.82          </u>	Fourth Grade:	<u>          23.33          </u>
First Grade:	<u>          21.22          </u>	Fifth Grade:	<u>          24.38          </u>
Second Grade:	<u>          21.91          </u>	Sixth Grade:	<u>          23.96          </u>
Third Grade:	<u>          22.42          </u>		

**CERTIFICATION**

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

                    , District Superintendent  
 (Signature)

          7/27/2020            
 (Date)

Contact: Dawn Huckaby  
 Email: dhuckaby@lyoncsd.org  
 Title: Director of  
 Human Resources  
 Phone: 775-463-6800



## REQUEST FOR VARIANCE JUSTIFICATION FY20

Lyon County School District is notifying the Nevada State Board of Education that a variance from the limitation of pupils per licensed teacher in Cottonwood Elementary School School was approved by the School District Superintendent.

Grade requesting variance:	Grade Ratio:	NRS 388.700	SB 555 Funded	Alternative NRS 388.720
Kindergarten <u>          </u> x	<u>          </u> 20	16:1	-	-
Grade One <u>          </u> x	<u>          </u> 23.6	16:1	17:1	22:1
Grade Two <u>          </u>	<u>          </u>	16:1	17:1	22:1
Grade Three <u>          </u> x	<u>          </u> 23	18:1	20:1	22:1
Grade Four <u>          </u>	<u>          </u>			25:1
Grade Five <u>          </u>	<u>          </u>			25:1
Grade Six <u>          </u>	<u>          </u>			25:1

Star Rating	FRL %	ELL%	Justification for Variances				
			Facility Limitations	Difficulty Hiring Teacher	Difficulty Hiring Due To	Funding Limitations	Other
1 star	61.66	3.07	Yes	Yes	Location	Yes	No

**Facility Limitations:**

There are facility restrictions, but this is not the only reason for asking for a variance. With the all day kindergarten and Pre-K expansion, our facilities are being limited and this is affecting our elementary schools.

**Difficulty Hiring Instructors:**

There are difficulties hiring teachers in all Lyon County School District schools due to the rural setting and five unique areas within the District. Teacher hiring is difficult, we designated Elementary teachers as a critical need area, but this is not our only reason for requesting a variance.

This is the biggest reason for variance request. In order to add another teacher we would need an additional \$80,000. This is a hardship on the district financially. We are currently only slightly above the class size requirement, but we are unable to justify hiring a new teacher and create such small classes and would require funding that is not cost effective.

**Projected Enrollment Growth:**

The enrollment numbers are stable and have largely been for our district for years. If these class sizes do grow larger we would look at adding teachers.

**Detailed School Level Plan to Reduce Student-to-Teacher Ratios (Including Timeframes):**

If our numbers do grow then we would need to hire another teacher and share them between grades to lower the class sizes. This will be re-evaluated at the start of each quarter.

**Other:**

  
 \_\_\_\_\_  
 Signature, District Superintendent of Schools

\_\_\_\_\_  
 7/27/2020  
 Date

State Board Approved ? Yes: X No: \_\_\_\_\_

## REQUEST FOR VARIANCE JUSTIFICATION FY20

Lyon County School District is notifying the Nevada State Board of Education that a variance from the limitation of pupils per licensed teacher in Sutro Elementary School School was approved by the School District Superintendent.

Grade requesting variance:	Grade Ratio:	NRS 388.700	SB 555 Funded	Alternative NRS 388.720
Kindergarten _____	_____	16:1	-	-
Grade One _____	_____	16:1	17:1	22:1
Grade Two _____	_____	16:1	17:1	22:1
Grade Three _____	_____	18:1	20:1	22:1
Grade Four _____	_____			25:1
Grade Five _____ x	27.0x			25:1
Grade Six _____	_____			25:1

Star Rating	FRL %	ELL%	Justification for Variances				
			Facility Limitations	Difficulty Hiring Teacher	Difficulty Hiring Due To	Funding Limitations	Other
2 star	64.42	5.35	Yes	Yes	Location	Yes	No

**Facility Limitations:**

There are facility restrictions, but this is not the only reason for asking for a variance. With the all day kindergarten and Pre-K expansion, our facilities are being limited and this is affecting our elementary schools.

**Difficulty Hiring Instructors:**

There are difficulties hiring teachers in all Lyon County School District schools due to the rural setting and five unique areas within the District. Teacher hiring is difficult, we designated Elementary teachers as a critical need area, but this is not our only reason for requesting a variance.

**Funding Limitations:**

This is the biggest reason for variance request. In order to add another teacher we would need an additional \$80,000. This is a hardship on the district financially. We are currently only slightly above the class size requirement, but we are unable to justify hiring a new teacher and create such small classes and would require funding that is not cost effective.

**Projected Enrollment Growth:**

The enrollment numbers are stable and have largely been for our district for years. If these class sizes do grow larger we would look at adding teachers.

**Detailed School Level Plan to Reduce Student-to-Teacher Ratios (Including Timeframes):**

If our numbers do grow then we would need to hire another teacher and share them between grades to lower the class sizes. This will be re-evaluated at the start of each quarter.

  
\_\_\_\_\_  
Signature, District Superintendent of Schools

7/27/2020  
Date

State Board Approved ?      Yes: X      No: \_\_\_\_\_

**REQUEST FOR VARIANCE JUSTIFICATION FY20**

Lyon County School District is notifying the Nevada State Board of Education that a variance from the limitation of pupils per licensed teacher in Fernley Elementary School School was approved by the School District Superintendent.

Grade requesting variance:	Grade Ratio:	NRS 388.700	SB 555 Funded	Alternative NRS 388.720
Kindergarten <u>          </u> x <u>          </u>	<u>18.3</u>	16:1	-	-
Grade One <u>          </u> x <u>          </u>	<u>24.3</u>	16:1	17:1	22:1
Grade Two <u>          </u> x <u>          </u>	<u>23.2</u>	16:1	17:1	22:1
Grade Three <u>          </u>	<u>          </u>	18:1	20:1	22:1
Grade Four <u>          </u>	<u>          </u>			25:1
Grade Five <u>          </u>	<u>          </u>			25:1
Grade Six <u>          </u>	<u>          </u>			25:1

Star Rating	FRL %	ELL%	Justification for Variances				
			Facility Limitations	Difficulty Hiring Teacher	Difficulty Hiring Due To	Funding Limitations	Other
2 star	69.84	7.94	Yes	Yes	Location	Yes	

**Facility Limitations:**

There are facility restrictions, but this is not the only reason for asking for a variance. With the all day kindergarten and Pre-K expansion, our facilities are being limited and this is affecting our elementary schools.

**Difficulty Hiring Instructors:**

There are difficulties hiring teachers in all Lyon County School District schools due to the rural setting and five unique areas within the District. Teacher hiring is difficult, we designated Elementary teachers as a critical need area, but this is not our only reason for requesting a variance.

**Funding Limitations:**

This is the biggest reason for variance request. In order to add another teacher we would need an additional \$80,000. This is a hardship on the district financially. We are currently only slightly above the class size requirement, but we are unable to justify hiring a new teacher and create such small classes and would require funding that is not cost effective.

**Projected Enrollment Growth:**

The enrollment numbers are stable and have largely been for our district for years. If these class sizes do grow larger we would look at adding teachers.

**Detailed School Level Plan to Reduce Student-to-Teacher Ratios (Including Timeframes):**

If our numbers do grow then we would need to hire another teacher and share them between grades to lower the class sizes. This will be re-evaluated at the start of each quarter.

  
 \_\_\_\_\_  
 Signature, District Superintendent of Schools

7/27/2020  
 \_\_\_\_\_  
 Date

State Board Approved ?      Yes: X      No: \_\_\_\_\_

## REQUEST FOR VARIANCE JUSTIFICATION FY20

Lyon County School District is notifying the Nevada State Board of Education that a variance from the limitation of pupils per licensed teacher in Yerington Elementary School School was approved by the School District Superintendent.

Grade requesting variance:	Grade Ratio:	NRS 388.700	SB 555 Funded	Alternative NRS 388.720
Kindergarten <u>          </u> x <u>          </u>	19.4	16:1	-	-
Grade One <u>          </u>		16:1	17:1	22:1
Grade Two <u>          </u> x <u>          </u>	24.4	16:1	17:1	22:1
Grade Three <u>          </u> x <u>          </u>	23.5	18:1	20:1	22:1
Grade Four <u>          </u> x <u>          </u>	26.3			25:1
Grade Five <u>          </u>				25:1
Grade Six <u>          </u>				25:1

Star Rating	FRL %	ELL%	Justification for Variances				
			Facility Limitations	Difficulty Hiring Teacher	Difficulty Hiring Due To	Funding Limitations	Other
1 star	72.78	16.37	Yes	Yes	Location	Yes	No

**Facility Limitations:**

There are facility restrictions, but this is not the only reason for asking for a variance. With the all day kindergarten and Pre-K expansion, our facilities are being limited and this is affecting our elementary schools.

**Difficulty Hiring Instructors:**

There are difficulties hiring teachers in all Lyon County School District schools due to the rural setting and five unique areas within the District. Teacher hiring is difficult, we designated Elementary teachers as a critical need area, but this is not our only reason for requesting a variance.

**Funding Limitations:**

This is the biggest reason for variance request. In order to add another teacher we would need an additional \$80,000. This is a hardship on the district financially. We are currently only slightly above the class size requirement, but we are unable to justify hiring a new teacher and create such small classes and would require funding that is not cost effective.

**Projected Enrollment Growth:**

The enrollment numbers are stable and have largely been for our district for years. If these class sizes do grow larger we would look at adding teachers.

**Detailed School Level Plan to Reduce Student-to-Teacher Ratios (Including Timeframes):**

If our numbers do grow then we would need to hire another teacher and share them between grades to lower the class sizes. This will be re-evaluated at the start of each quarter.

  
 \_\_\_\_\_  
 Signature, District Superintendent of Schools

7/27/2020  
 \_\_\_\_\_  
 Date

State Board Approved ?      Yes: X      No: \_\_\_\_\_

## REQUEST FOR VARIANCE JUSTIFICATION FY20

Lyon County School District is notifying the Nevada State Board of Education that a variance from the limitation of pupils per licensed teacher in Smith Valley School School was approved by the School District Superintendent.

Grade requesting variance:	Grade Ratio:	NRS 388.700	SB 555 Funded	Alternative NRS 388.720
Kindergarten <u>          x          </u>	<u>          18          </u>	16:1	-	-
Grade One <u>                          </u>	<u>                          </u>	16:1	17:1	22:1
Grade Two <u>                          </u>	<u>                          </u>	16:1	17:1	22:1
Grade Three <u>                          </u>	<u>                          </u>	18:1	20:1	22:1
Grade Four <u>                          </u>	<u>                          </u>			25:1
Grade Five <u>                          </u>	<u>                          </u>			25:1
Grade Six <u>                          </u>	<u>                          </u>			25:1

Star Rating	FRL %	ELL%	Justification for Variances				
			Facility Limitations	Difficulty Hiring Teacher	Difficulty Hiring Due To	Funding Limitations	Other
3 star	32.99	7.11	Yes	Yes	Location	Yes	

**Facility Limitations:**

There are facility restrictions, but this is not the only reason for asking for a variance. With the all day kindergarten and Pre-K expansion, our facilities are being limited and this is affecting our elementary schools.

**Difficulty Hiring Instructors:**

here are difficulties hiring teachers in all Lyon County School District schools due to the rural setting and five unique areas within the District. Teacher hiring is difficult, we designated Elementary teachers as a critical need area, but this is not our only reason for requesting a variance.

**Funding Limitations:**

This is the biggest reason for variance request. In order to add another teacher we would need an additional \$80,000. This is a hardship on the district financially. We are currently only slightly above the class size requirement, but we are unable to justify hiring a new teacher and create such small classes and would require funding that is not cost effective.

**Projected Enrollment Growth:**

The enrollment numbers are stable and have largely been for our district for years. If these class sizes do grow larger we would look at adding teachers.

**Detailed School Level Plan to Reduce Student-to-Teacher Ratios (Including Timeframes):**

If our numbers do grow then we would need to hire another teacher and share them between grades to lower the class sizes. This will be re-evaluated at the start of each quarter.

  
 \_\_\_\_\_  
 Signature, District Superintendent of Schools

7/27/2020  
 \_\_\_\_\_  
 Date

State Board Approved ?      Yes: X      No: \_\_\_\_\_

## REQUEST FOR VARIANCE JUSTIFICATION FY20

Lyon County School District is notifying the Nevada State Board of Education that a variance from the limitation of pupils per licensed teacher in Dayton Elementary School School was approved by the School District Superintendent.

Grade requesting variance:	Grade Ratio:	NRS 388.700	SB 555 Funded	Alternative NRS 388.720
		Kindergarten <u>          x          </u>	21.7	16:1
Grade One <u>                          </u>	24.7	16:1	17:1	22:1
Grade Two <u>          x          </u>	23.3	16:1	17:1	22:1
Grade Three <u>          x          </u>	_____	18:1	20:1	22:1
Grade Four <u>                          </u>	_____			25:1
Grade Five <u>                          </u>	_____			25:1
Grade Six <u>                          </u>	_____			25:1

Star Rating	FRL %	ELL%	Justification for Variances				
			Facility Limitations	Difficulty Hiring Teacher	Difficulty Hiring Due To	Funding Limitations	Other
3 star	59.84	10.04	Yes	Yes	Location	Yes	No

**Facility Limitations:**  
There are facility restrictions, but this is not the only reason for asking for a variance. With the all day kindergarten and Pre-K expansion, our facilities are being limited and this is affecting our elementary schools.

**Difficulty Hiring Instructors:**  
There are difficulties hiring teachers in all Lyon County School District schools due to the rural setting and five unique areas within the District. Teacher hiring is difficult, we designated Elementary teachers as a critical need area, but this is not our only reason for requesting a variance.

**Funding Limitations:**  
This is the biggest reason for variance request. In order to add another teacher we would need an additional \$80,000. This is a hardship on the district financially. We are currently only slightly above the class size requirement, but we are unable to justify hiring a new teacher and create such small classes and would require funding that is not cost effective.

**Projected Enrollment Growth:**  
The enrollment numbers are stable and have largely been for our district for years. If these class sizes do grow larger we would look at adding teachers.

**Detailed School Level Plan to Reduce Student-to-Teacher Ratios (Including Timeframes):**  
If our numbers do grow then we would need to hire another teacher and share them between grades to lower the class sizes. This will be re-evaluated at the start of each quarter.

**Other:**

  
\_\_\_\_\_  
Signature, District Superintendent of Schools

7/27/2020  
Date

State Board Approved ? Yes: X No: \_\_\_\_\_

## REQUEST FOR VARIANCE JUSTIFICATION FY20

Lyon County School District is notifying the Nevada State Board of Education that a variance from the limitation of pupils per licensed teacher in Riverview Elementary School School was approved by the School District Superintendent.

		Grade Ratio:	NRS 388.700	SB 555 Funded	Alternative NRS 388.720
Grade requesting variance:					
Kindergarten	<u>          x          </u>	20,0	16:1	-	-
Grade One	<u>                          </u>		16:1	17:1	22:1
Grade Two	<u>          x          </u>	23	16:1	17:1	22:1
Grade Three	<u>          x          </u>	23	18:1	20:1	22:1
Grade Four	<u>                          </u>				25:1
Grade Five	<u>          x          </u>	29,5			25:1
Grade Six	<u>                          </u>				25:1

Star Rating	FRL %	ELL%	Justification for Variances				
			Facility Limitations	Difficulty Hiring Teacher	Difficulty Hiring Due To	Funding Limitations	Other
3 star	53.86	6.62	Yes	Yes	Location	Yes	No

**Facility Limitations:**  
There are facility restrictions, but this is not the only reason for asking for a variance. With the all day kindergarten and Pre-K expansion, our facilities are being limited and this is affecting our elementary schools.

**Difficulty Hiring Instructors:**  
There are difficulties hiring teachers in all Lyon County School District schools due to the rural setting and five unique areas within the District. Teacher hiring is difficult, we designated Elementary teachers as a critical need area, but this is not our only reason for requesting a variance.

**Funding Limitations:**  
This is the biggest reason for variance request. In order to add another teacher we would need an additional \$80,000. This is a hardship on the district financially. We are currently only slightly above the class size requirement, but we are unable to justify hiring a new teacher and create such small classes and would require funding that is not cost effective.

**Projected Enrollment Growth:**  
The enrollment numbers are stable and have largely been for our district for years. If these class sizes do grow larger we would look at adding teachers.

**Detailed School Level Plan to Reduce Student-to-Teacher Ratios (Including Timeframes):**  
If our numbers do grow then we would need to hire another teacher and share them between grades to lower the class sizes. This will be re-evaluated at the start of each quarter.

  
\_\_\_\_\_  
Signature, District Superintendent of Schools

7/27/2020  
Date

State Board Approved ?                      Yes: X                      No: \_\_\_\_\_

## REQUEST FOR VARIANCE JUSTIFICATION FY20

Lyon County School District is notifying the Nevada State Board of Education that a variance from the limitation of pupils per licensed teacher in East Valley Elementary School School was approved by the School District Superintendent.

		Grade Ratio:	NRS 388.700	SB 555 Funded	Alternative NRS 388.720
Grade requesting variance:					
Kindergarten	x	19	16:1	-	-
Grade One	x	27	16:1	17:1	22:1
Grade Two	x	26	16:1	17:1	22:1
Grade Three	x	24	18:1	20:1	22:1
Grade Four					25:1
Grade Five					25:1
Grade Six					25:1

Star Rating	FRL %	ELL%	Justification for Variances				
			Facility Limitations	Difficulty Hiring Teacher	Difficulty Hiring Due To	Funding Limitations	Other
3 star	56	3.24	Yes	Yes	Location	Yes	

**Facility Limitations:**

There are facility restrictions, but this is not the only reason for asking for a variance. With the all day kindergarten and Pre-K expansion, our facilities are being limited and this is affecting our elementary schools.

**Difficulty Hiring Instructors:**

There are difficulties hiring teachers in all Lyon County School District schools due to the rural setting and five unique areas within the District. Teacher hiring is difficult, we designated Elementary teachers as a critical need area, but this is not our only reason for requesting a variance.

**Funding Limitations:**

This is the biggest reason for variance request. In order to add another teacher we would need an additional \$80,000. This is a hardship on the district financially. We are currently only slightly above the class size requirement, but we are unable to justify hiring a new teacher and create such small classes and would require funding that is not cost effective.

**Projected Enrollment Growth:**

The enrollment numbers are stable and have largely been for our district for years. If these class sizes do grow larger we would look at adding teachers.

**Detailed School Level Plan to Reduce Student-to-Teacher Ratios (Including Timeframes):**

If our numbers do grow then we would need to hire another teacher and share them between grades to lower the class sizes. This will be re-evaluated at the start of each quarter.



Signature, District Superintendent of Schools

7/27/2020

Date

State Board Approved ?      Yes: X      No: \_\_\_\_\_

## REQUEST FOR VARIANCE JUSTIFICATION FY20

Lyon County School District is notifying the Nevada State Board of Education that a variance from the limitation of pupils per licensed teacher in Fernley Intermediate School School was approved by the School District Superintendent.

Grade requesting variance:	Grade Ratio:	NRS	SB 555	Alternative
		388.700	Funded	NRS 388.720
Kindergarten _____	_____	16:1	-	-
Grade One _____	_____	16:1	17:1	22:1
Grade Two _____	_____	16:1	17:1	22:1
Grade Three _____	_____	18:1	20:1	22:1
Grade Four _____	_____			25:1
Grade Five <u>  x  </u> _____	_____ <u>25.2</u>			25:1
Grade Six <u>  x  </u> _____	_____ <u>26.8</u>			25:1

Star Rating	FRL %	ELL%	Justification for Variances				
			Facility Limitations	Difficulty Hiring Teacher	Difficulty Hiring Due To	Funding Limitations	Other
3 star	57.25	3.02	Yes	Yes	Location	Yes	No

**Facility Limitations:**

There are facility restrictions, but this is not the only reason for asking for a variance. Our facilities are being limited and this is affecting our elementary and intermediate schools.

**Difficulty Hiring Instructors:**

There are difficulties hiring teachers in all Lyon County School District schools due to the rural setting and five unique areas within the

**Funding Limitations:**

This is the biggest reason for variance request. In order to add another teacher we would need an additional \$80,000. This is a hardship on the district financially. We are currently only slightly above the class size requirement, but we are unable to justify hiring a new teacher and create such small classes and would require funding that is not cost effective.

**Projected Enrollment Growth:**

The enrollment numbers are stable and have largely been for our district for years. If these class sizes do grow larger we would look at adding teachers.

**Detailed School Level Plan to Reduce Student-to-Teacher Ratios (Including Timeframes):**

If our numbers do grow then we would need to hire another teacher and share them between grades to lower the class sizes. This will be re-evaluated at the start of each quarter.

  
\_\_\_\_\_  
Signature, District Superintendent of Schools

7/27/2020  
Date

State Board Approved ?      Yes: X      No: \_\_\_\_\_

## REQUEST FOR VARIANCE JUSTIFICATION FY20

Lyon County School District is notifying the Nevada State Board of Education that a variance from the limitation of pupils per licensed teacher in Yerington Intermediate School School was approved by the School District Superintendent.

Grade requesting variance:	Grade Ratio:	NRS 388.700	SB 555 Funded	Alternative NRS 388.720
Kindergarten _____	_____	16:1	-	-
Grade One _____	_____	16:1	17:1	22:1
Grade Two _____	_____	16:1	17:1	22:1
Grade Three _____	_____	18:1	20:1	22:1
Grade Four _____	_____			25:1
Grade Five _____	_____			25:1
Grade Six <u>      x      </u>	_____ 25.2			25:1

Star Rating	FRL %	ELL%	Justification for Variances				
			Facility Limitations	Difficulty Hiring Teacher	Difficulty Hiring Due To	Funding Limitations	Other
2 star	63.75	9.5	Yes	Yes	Location	Yes	

**Facility Limitations:**  
There are facility restrictions, but this is not the only reason for asking for a variance. With the all day kindergarten and Pre-K expansion

**Difficulty Hiring Instructors:**  
here are difficulties hiring teachers in all Lyon County School District schools due to the rural setting and five unique areas within the D

**Funding Limitations:**  
This is the biggest reason for variance request. In order to add another teacher we would need an additional \$80,000. This is a hardship on the district financially. We are currently only slightly above the class size requirement, but we are unable to justify hiring a new teacher and create such small classes and would require funding that is not cost effective.

**Projected Enrollment Growth:**  
The enrollment numbers are stable and have largely been for our district for years. If these class sizes do grow larger we would look at adding teachers.

**Detailed School Level Plan to Reduce Student-to-Teacher Ratios (Including Timeframes):**  
If our numbers do grow then we would need to hire another teacher and share them between grades to lower the class sizes. This will be re-evaluated at the start of each quarter.

  
\_\_\_\_\_  
Signature, District Superintendent of Schools

7/27/2020  
Date

State Board Approved ?      Yes: x      No: \_\_\_\_\_

# State of Nevada Class Size Reduction Program FY2021 Application

## Part-A

Please identify the specific Class-size Reduction (CSR) program that will be implemented by the school district:

School District: Lyon County School District

Plan Type: Alternative Plan

Please select only one:

- The district will use CSR appropriations to support the required pupil-teacher ratios in kindergarten and grades 1 through 3 (regular CSR program).
- The district will use CSR appropriations to support the required pupil-teacher ratios in kindergarten and grades 1 through 3 and to carry out a program of remedial education that has been found to be effective in improving pupil achievement in grades 1, 2 and 3 (such as reading recovery).
- The district will use appropriations to support a CSR program in which alternative pupil-teacher ratios are carried out in grades 1 through 5(alternative program).
- The district will use appropriations to support a CSR program in which alternative pupil-teacher ratios are carried out in grades 1 through 6.

**Plan & Projected Variances  
Part-B**

District Name: Lyon County School District

CSR Program: Alternative Plan

Identify the projected district level class size ratios:

K	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>
19	22	22	22	23	23	23

Identify the anticipated number of variances per grade:

K	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>
8	2	4	4	1	1	0

Describe the school district's goals to meet class size ratios in accordance with Class Size Reduction program option:

The LCSD's goal is to have class sizes aligned to the CSR alternative plan. The goal is to reduce the sizes of classes in the district to achieve lower pupil to teacher ratios in classrooms districtwide.

Describe the plan of action to meet goals identified above (Include a timeline and the plan review frequency):

LCSD reviews average daily attendance on a quarterly basis and analyzes the ratios to determine if allocations should be modified, moved to different grade levels or added to school allocations. Based on the trends in student attendance, the district weighs the time of year, the location of the schools, the NSPF rating and the ability to hire teachers with the need in the schools. Allocation for the SY21 year began in April with a review of the student roll up numbers and is monitored by reports from Infinite Campus.

Describe the plan to monitor district level ratios:

Upon providing schools with the allocations for the next school year, student enrollment is monitored and discussions occur regularly with school principals regarding allocations. Student count data is obtained from Infinite Campus, reviewed by the Superintendent, Deputy Superintendent and Director of Human Resources. Quarterly reports are run and comparisons to previous years are analyzed to forecast trends.



Certification  
Part-D

I hereby certify that to the best of my knowledge:

- the information contained in this plan is correct and in accordance with Nevada Revised Statute 388.720
- this plan has been developed with the following recognized associations representing licensed educational personnel

Cindy Darden  
(Signature of Education Association Representative)

8-19-20  
(Date)

[Signature]  
(Signature of District Superintendent)

6/19/2020  
(Date)

The Local Board of Trustees has authorized me to file this plan and such action is recorded in the minutes of the Board's meeting held on 07/28/2020.  
(Date)

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# LYON COUNTY SCHOOL DISTRICT VOUCHER

Voucher No: 1482      Voucher Date: 07/23/2020      Prepared By: \_\_\_\_\_

*Printed: 08/19/2020 03:35:49 PM*

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LYON COUNTY SCHOOL DISTRICT is hereby authorized to draw warrants against LYON COUNTY SCHOOL DISTRICT funds for the sum of \$85,349.55 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2019 to June 30, 2020 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.

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Neal E. McIntyre      President

---

Holly Villines      Clerk

---

Kimber LA Crabtree      Member

---

Barbara Jones      Member

---

Sherry Parsons      Member

---

Bridget Peterson      Member

---

John Stevens      Member

LYON COUNTY SCHOOL DISTRICT

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Fund		Amount
280	Federal Funds	\$5,083.60
360	Bond Issues	\$80,265.95
		<hr/> <hr/>
		\$85,349.55

Lyon County School District

Voucher Supplement Account Summary

Voucher Batch Number: 1482

07/23/2020

Fiscal Year: 2019-2020

Vendor Remit Name	Vendor #	Account	Description	Amount
<b>CARSON CITY SCHOOL DISTRICT</b>				
		280.633.0000.000.2213.330.10000.00.00	Professional Employee Training & Development Serv	\$2,400.00
		Check #: 199619		
			Vendor Total:	\$2,400.00
<b>LYON COUNTY SCHOOL DISTRICT - WAREHOUSE</b>				
		280.633.0000.000.2515.610.10000.00.00	General Supplies	\$183.60
		Check #: 199620		
			Vendor Total:	\$183.60
<b>SHERMAN &amp; HOWARD, LLC</b>				
		360.021.0000.000.2300.340.10000.00.00	Other Professional Services	\$80,265.95
		Check #: 199621		
			Vendor Total:	\$80,265.95
<b>STAPLES ADVANTAGE</b>				
	99736	280.633.0000.000.2195.610.10000.00.00	General Supplies	(\$494.56)
		Check #: 199623		
		280.633.0000.000.2195.610.10000.00.00	General Supplies	\$494.56
		Check #: 199623		
			Vendor Total:	\$0.00
<b>WESTERN NEVADA REGIONAL YOUTH CENTER</b>				
		280.633.0000.000.2213.330.10000.00.00	Professional Employee Training & Development Serv	\$2,500.00
		Check #: 199622		
			Vendor Total:	\$2,500.00
			Grand Total:	\$85,349.55

End of Report

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# LYON COUNTY SCHOOL DISTRICT VOUCHER

Voucher No: 1485      Voucher Date: 06/30/2020      Prepared By: \_\_\_\_\_

Printed: 08/19/2020 03:37:09 PM

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LYON COUNTY SCHOOL DISTRICT is hereby authorized to draw warrants against LYON COUNTY SCHOOL DISTRICT funds for the sum of \$21,200.28 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2019 to June 30, 2020 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.

---

Neal E. McIntyre      President

---

Holly Villines      Clerk

---

Kimber LA Crabtree      Member

---

Barbara Jones      Member

---

Sherry Parsons      Member

---

Bridget Peterson      Member

---

John Stevens      Member

LYON COUNTY SCHOOL DISTRICT

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Fund		Amount
280	Federal Funds	\$21,200.28
		<hr/>
		\$21,200.28

Lyon County School District

Voucher Supplement Account Summary

Voucher Batch Number: 1485      06/30/2020

Fiscal Year: 2019-2020

Vendor Remit Name	Vendor #	Account	Description	Amount
YESCO		280.633.0000.100.1000.340.10206.10.00	Other Professional Services	\$11,200.28
		Check #: 199624		
			Vendor Total:	\$11,200.28
ZSPACE		280.633.0000.000.2100.610.10205.10.00	General Supplies	\$10,000.00
		Check #: 199625		
			Vendor Total:	\$10,000.00
			Grand Total:	\$21,200.28

End of Report

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# LYON COUNTY SCHOOL DISTRICT VOUCHER

Voucher No: 1487      Voucher Date: 06/30/2020      Prepared By: \_\_\_\_\_

Printed: 08/19/2020 03:38:23 PM

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LYON COUNTY SCHOOL DISTRICT is hereby authorized to draw warrants against LYON COUNTY SCHOOL DISTRICT funds for the sum of \$3,480.00 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2019 to June 30, 2020 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.

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Neal E. McIntyre      President

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Holly Villines      Clerk

---

Kimber LA Crabtree      Member

---

Barbara Jones      Member

---

Sherry Parsons      Member

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Bridget Peterson      Member

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John Stevens      Member

LYON COUNTY SCHOOL DISTRICT

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Fund		Amount
280	Federal Funds	\$3,480.00
		<hr/>
		\$3,480.00

Lyon County School District

Voucher Supplement Account Summary

Voucher Batch Number: 1487 06/30/2020

Fiscal Year: 2019-2020

Vendor Remit Name	Vendor #	Account	Description	Amount
LYON COUNTY SCHOOL DISTRICT - WAREHOUSE		280.633.0000.000.2100.610.10209.10.00 0	General Supplies	\$3,480.00

Vendor Total: \$3,480.00  
Grand Total: \$3,480.00

End of Report

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# LYON COUNTY SCHOOL DISTRICT VOUCHER

Voucher No: 1489      Voucher Date: 06/30/2020      Prepared By: \_\_\_\_\_

Printed: 08/19/2020 03:39:56 PM

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LYON COUNTY SCHOOL DISTRICT is hereby authorized to draw warrants against LYON COUNTY SCHOOL DISTRICT funds for the sum of \$156,747.49 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2019 to June 30, 2020 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.

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Neal E. McIntyre      President

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Holly Villines      Clerk

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Kimber LA Crabtree      Member

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Barbara Jones      Member

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Sherry Parsons      Member

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Bridget Peterson      Member

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John Stevens      Member

LYON COUNTY SCHOOL DISTRICT

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Fund		Amount
100	General Fund	\$75,740.70
240	State Grants	\$3,460.03
250	Special Education	\$1,932.00
280	Federal Funds	\$6,451.53
285	Medicaid Funds	\$17,102.00
290	Food Service Funds	\$1,585.90
360	Bond Issues	\$48,110.33
703	Workers Compensation	\$2,365.00
		<hr/> <hr/>
		\$156,747.49

Lyon County School District

Voucher Supplement Account Summary

Voucher Batch Number: 1489

06/30/2020

Fiscal Year: 2019-2020

Vendor Remit Name	Vendor #	Account	Description	Amount
A T & T MONTHLY STATEMENT	99712	100.127.0000.000.2410.533.10210.10.00	Telephone – Land Line phone services Check #: 199626	\$139.17
		100.128.0000.000.2410.533.10211.10.00	Telephone – Land Line phone services Check #: 199626	\$415.48
		100.164.0000.000.2410.533.10604.32.00	Telephone – Land Line phone services Check #: 199626	\$436.12
			Vendor Total:	\$990.77
A-L SIERRA WELDING PROD.	85	100.132.0000.000.2410.610.10302.20.00	General Supplies Check #: 199627	\$25.00
			Vendor Total:	\$25.00
ACE HARDWARE	200	100.122.0000.000.2620.610.10202.10.00	General Supplies Check #: 199628	\$17.99
		100.163.0000.000.2620.610.10603.32.00	General Supplies Check #: 199628	\$12.59
			Vendor Total:	\$30.58
ACEVEDO, CHEYENNE		280.667.0000.000.2213.340.10000.00.00	Other Professional Services Check #: 199629	\$200.00
			Vendor Total:	\$200.00
ACTION GLASS CARSON LLC	102563	100.170.0000.000.2710.430.10000.00.00	Repairs and Maintenance Services Check #: 199630	\$375.00
			Vendor Total:	\$375.00
ADVANCED INTEGRATED PEST MANAGEMENT		100.121.0000.000.2620.422.10201.10.00	Janitorial / Custodial Services Check #: 199631	\$125.00
		100.136.0000.000.2620.610.10208.31.00	General Supplies Check #: 199631	\$150.00

Lyon County School District

Voucher Supplement Account Summary

Voucher Batch Number: 1489

06/30/2020

Fiscal Year: 2019-2020

Vendor Remit Name	Vendor #	Account	Description	Amount
			Vendor Total:	\$275.00
ALHAMBRA WATER	97540	100.104.0000.000.2210.615.10000.00.00	Snacks, Food & Beverages	\$17.18
		Check #: 199632		
			Vendor Total:	\$17.18
ALL IN GRAPHIX		100.135.0000.000.2410.610.10305.31.00	General Supplies	\$553.00
		Check #: 199633		
			Vendor Total:	\$553.00
ALTEMEYER, WINDI	102958	100.103.0000.300.1000.320.10601.32.00	Professional Educational Services	\$7,700.00
		Check #: 199634		
			Vendor Total:	\$7,700.00
AMAZON---FIS		100.133.0000.000.2410.610.10303.10.00	General Supplies	\$39.98
		Check #: 199635		
		100.133.0000.000.2620.610.10303.10.00	General Supplies	\$937.23
		Check #: 199635		
			Vendor Total:	\$977.21
APPLE COMPUTER_1112	1112	100.163.0000.000.2120.610.10603.32.00	General Supplies	\$378.00
		Check #: 199636		
		100.163.0000.000.2410.610.10603.32.00	General Supplies	\$3,730.00
		Check #: 199636		
		280.639.0000.200.2140.651.10000.00.00	Supplies - Technology - Software	\$3,018.00
		Check #: 199636		
		285.781.0000.200.2150.651.10000.00.00	Supplies - Technology - Software	\$17,102.00
		Check #: 199636		
			Vendor Total:	\$24,228.00
ARAMARK UNIFORM SERVICES		100.136.0000.000.2620.422.10208.31.00	Janitorial / Custodial Services	\$144.66
		Check #: 199637		

Lyon County School District

Voucher Supplement Account Summary

Voucher Batch Number: 1489

06/30/2020

Fiscal Year: 2019-2020

Vendor Remit Name	Vendor #	Account	Description	Amount
			Vendor Total:	\$144.66
AUDIO ENHANCEMENT, INC	99350	360.029.0000.000.4300.340.10206.10.00	Other Professional Services	\$48,110.33
		Check #: 199638		
			Vendor Total:	\$48,110.33
BATTERIES PLUS	98052	100.165.0000.000.2620.610.10605.32.00	General Supplies	\$90.80
		Check #: 199639		
			Vendor Total:	\$90.80
BIG R FERNLEY		100.129.0000.000.2620.610.10209.10.00	General Supplies	\$62.27
		Check #: 199640		
			Vendor Total:	\$62.27
BORBA, SHANNON		280.667.0000.000.2213.340.10000.00.00	Other Professional Services	\$200.00
		Check #: 199641		
			Vendor Total:	\$200.00
BRADY INDUSTRIES		100.123.0000.000.2620.610.10203.10.00	General Supplies	\$26.31
		Check #: 199642		
		100.127.0000.000.2620.610.10210.10.00	General Supplies	\$86.67
		Check #: 199642		
		100.128.0000.000.2620.610.10211.10.00	General Supplies	\$1,126.71
		Check #: 199642		
		100.133.0000.000.2620.610.10303.10.00	General Supplies	\$690.72
		Check #: 199642		
		100.136.0000.000.2620.610.10208.31.00	General Supplies	\$389.41
		Check #: 199642		
			Vendor Total:	\$2,319.82
BROWN MILBERY INC	2280	100.135.0000.000.2620.430.10305.31.00	Repairs and Maintenance Services	\$484.09
		Check #: 199643		

Lyon County School District

Voucher Supplement Account Summary

Voucher Batch Number: 1489

06/30/2020

Fiscal Year: 2019-2020

Vendor Remit Name	Vendor #	Account	Description	Amount
			Vendor Total:	\$484.09
BUILDING CONTROL SERVICES	101439	100.108.0000.000.2620.430.10000.00.00	Repairs and Maintenance Services	\$6,416.00
		Check #: 199644		
			Vendor Total:	\$6,416.00
CAPITAL CITY AUTO PARTS	102852	100.170.0000.000.2710.614.10000.00.00	Parts	\$153.42
		Check #: 199645		
			Vendor Total:	\$153.42
CCMSI		703.102.0000.000.2310.270.10000.00.00	Workers" Compensation	\$535.00
		Check #: 199646		
		703.102.0000.000.2310.340.10000.00.00	Other Professional Services	\$1,830.00
		Check #: 199646		
			Vendor Total:	\$2,365.00
D & S WASTE REMOVAL, INC	4960	100.108.0000.000.2620.421.10000.00.00	Garbage / Disposal	\$227.00
		Check #: 199647		
		100.108.0000.000.2620.421.10202.10.00	Garbage / Disposal	\$395.24
		Check #: 199647		
		100.108.0000.000.2620.421.10302.20.00	Garbage / Disposal	\$131.75
		Check #: 199647		
		100.108.0000.000.2620.421.10602.50.00	Garbage / Disposal	\$892.94
		Check #: 199647		
		100.108.0000.000.2620.421.10603.32.00	Garbage / Disposal	\$850.08
		Check #: 199647		
		100.163.0000.000.2620.421.10603.32.00	Garbage / Disposal	\$375.00
		Check #: 199647		
		100.170.0000.000.2730.421.10000.00.00	Garbage / Disposal	\$258.99
		Check #: 199647		
		290.182.0000.000.3100.421.10000.00.00	Garbage / Disposal	\$526.96
		Check #: 199647		

Lyon County School District

Voucher Supplement Account Summary

Voucher Batch Number: 1489

06/30/2020

Fiscal Year: 2019-2020

Vendor Remit Name	Vendor #	Account	Description	Amount
				Vendor Total:
DAYTON AUTO PART-NAPA				\$3,657.96
		100.170.0000.000.2730.614.10000.00.00	Parts	\$25.86
		Check #: 199648		
				Vendor Total:
E3 DIAGNOSTICS	102400			\$25.86
		250.105.0000.200.2130.430.10000.00.00	Repairs and Maintenance Services	\$1,932.00
		Check #: 199649		
				Vendor Total:
EDUCATIONAL TESTING SERV	6385			\$1,932.00
		100.101.0000.610.1000.351.10907.41.00	Data Processing and Coding Services	\$182.75
		Check #: 199650		
				Vendor Total:
FLYERS ENERGY, LLC	102216			\$182.75
		100.170.0000.000.2730.626.10000.00.00	Gasoline	\$73.50
		Check #: 199651		
				Vendor Total:
FOLLETT LIBRARY RESOURCES	7820			\$73.50
		100.135.0000.000.2220.640.10305.31.00	Books and Periodicals	\$1,412.51
		Check #: 199652		
				Vendor Total:
FRONTIER	21702			\$1,412.51
		100.101.0000.000.2320.533.10000.00.00	Telephone – Land Line phone services	\$776.59
		Check #: 199653		
		100.132.0000.000.2410.533.10302.20.00	Telephone – Land Line phone services	\$212.45
		Check #: 199653		
		100.163.0000.000.2410.533.10603.32.00	Telephone – Land Line phone services	\$251.33
		Check #: 199653		
				Vendor Total:
GRAYMAR ENVIRONMENTAL SERVICES INC				\$1,240.37

Lyon County School District

Voucher Supplement Account Summary

Voucher Batch Number: 1489

06/30/2020

Fiscal Year: 2019-2020

Vendor Remit Name	Vendor #	Account	Description	Amount
		100.170.0000.000.2710.340.10000.00.00	Other Professional Services	\$1,980.00
		Check #: 199654		
			Vendor Total:	\$1,980.00
GREATAMERICA FINANCIAL SERVICES				
		100.165.0000.000.2410.442.10605.32.00	Rental of Equipment and Vehicles	\$186.71
		Check #: 199655		
			Vendor Total:	\$186.71
HEINEMANN	99284			
		100.125.0000.000.2410.640.10205.10.00	Books and Periodicals	\$2,062.52
		Check #: 199656		
			Vendor Total:	\$2,062.52
HOME DEPOT	9654			
		100.136.0000.000.2620.610.10208.31.00	General Supplies	\$567.31
		Check #: 199657		
		100.164.0000.000.2620.610.10604.32.00	General Supplies	\$50.06
		Check #: 199657		
			Vendor Total:	\$617.37
INLAND LEASING				
		290.182.0000.000.3100.442.10000.00.00	Rental of Equipment and Vehicles	\$176.49
		Check #: 199658		
		290.184.0000.000.3100.442.10000.00.00	Rental of Equipment and Vehicles	\$529.47
		Check #: 199658		
		290.185.0000.000.3100.442.10000.00.00	Rental of Equipment and Vehicles	\$352.98
		Check #: 199658		
			Vendor Total:	\$1,058.94
JAY BETZ MD CONSULTING CORP	3972			
		100.170.0000.000.2710.810.10000.00.00	Dues and Fees	\$180.00
		Check #: 199659		
			Vendor Total:	\$180.00
JOSTENS_97170	97170			
		100.164.0000.100.1000.610.10604.32.00	General Supplies	\$16.50
		Check #: 199660		

Lyon County School District

Voucher Supplement Account Summary

Voucher Batch Number: 1489

06/30/2020

Fiscal Year: 2019-2020

Vendor Remit Name	Vendor #	Account	Description	Amount
			Vendor Total:	\$16.50
KELLY-MOORE PAINTS	101391	100.121.0000.000.2620.610.10201.10.00	General Supplies	\$617.78
		Check #: 199661		
		100.136.0000.000.2620.610.10208.31.00	General Supplies	\$875.00
		Check #: 199661		
			Vendor Total:	\$1,492.78
KOPS, GERALD C		280.667.0000.000.2200.340.10000.00.00	Other Professional Services	\$2,338.97
		Check #: 199662		
			Vendor Total:	\$2,338.97
LOWE'S BUSINESS ACCOUNT	11835	100.133.0000.000.2620.610.10303.10.00	General Supplies	\$519.03
		Check #: 199663		
		100.136.0000.000.2620.610.10208.31.00	General Supplies	\$305.92
		Check #: 199663		
			Vendor Total:	\$824.95
LYON COUNTY SHERIFF	P101	100.135.0000.000.2410.810.10305.31.00	Dues and Fees	\$192.50
		Check #: 199664		
			Vendor Total:	\$192.50
MOUND HOUSE HARDWARE & STORAGE	96223	100.128.0000.000.2620.610.10211.10.00	General Supplies	\$210.51
		Check #: 199665		
		100.164.0000.000.2620.610.10604.32.00	General Supplies	\$382.13
		Check #: 199665		
			Vendor Total:	\$592.64
MOYLE, HEATHER		100.104.0000.000.2210.533.10000.00.00	Telephone - Land Line phone services	\$475.44
		Check #: 199666		
			Vendor Total:	\$475.44
NAPA AUTO & TRUCK PARTS_99614	99614			

Lyon County School District

Voucher Supplement Account Summary

Voucher Batch Number: 1489

06/30/2020

Fiscal Year: 2019-2020

Vendor Remit Name	Vendor #	Account	Description	Amount
		100.170.0000.000.2730.614.10000.00.00	Parts	\$322.16
		Check #: 199667		
			Vendor Total:	\$322.16
NELSON, NATALIE		280.667.0000.000.2213.340.10000.00.00	Other Professional Services	\$200.00
		Check #: 199668		
			Vendor Total:	\$200.00
NEVADA DEPT MOTOR VEHICLES & PUBLIC SAFE	14491	100.170.0000.000.2710.340.10000.00.00	Other Professional Services	\$58.25
		Check #: 199669		
			Vendor Total:	\$58.25
NEVADA DRUG & ALCOHOL TESTING INC	101753	100.170.0000.000.2710.810.10000.00.00	Dues and Fees	\$202.00
		Check #: 199670		
			Vendor Total:	\$202.00
O'REILLY AUTO PARTS	102278	100.170.0000.000.2730.614.10000.00.00	Parts	\$41.12
		Check #: 199671		
			Vendor Total:	\$41.12
PITNEY BOWES GLOBAL FINANCIAL SERVICES	101970	100.164.0000.000.2410.442.10604.32.00	Rental of Equipment and Vehicles	\$297.72
		Check #: 199672		
			Vendor Total:	\$297.72
PULIZ RECORDS MGT. RENO		100.135.0000.000.2410.421.10305.31.00	Garbage / Disposal	\$75.00
		Check #: 199673		
			Vendor Total:	\$75.00
PURCELL TIRE COMPANY	4916	100.170.0000.000.2730.611.10000.00.00	Tires/Flooring	\$107.00
		Check #: 199674		

Lyon County School District

Voucher Supplement Account Summary

Voucher Batch Number: 1489

06/30/2020

Fiscal Year: 2019-2020

Vendor Remit Name	Vendor #	Account	Description	Amount
			Vendor Total:	\$107.00
PURCHASE POWER	16968	100.136.0000.000.2410.531.10208.31.00	Postage	\$1,343.85
		Check #: 199675		
			Vendor Total:	\$1,343.85
RENNER EQUIPMENT COMPANY	17400	100.108.0000.000.2630.610.10000.00.00	General Supplies	\$267.27
		Check #: 199676		
		100.162.0000.000.2620.610.10602.50.00	General Supplies	\$669.98
		Check #: 199676		
		100.162.0000.170.1000.610.10602.50.00	General Supplies	\$499.21
		Check #: 199676		
			Vendor Total:	\$1,436.46
RICK'S AEC REPROGRAPHICS, INC.		100.165.0000.100.1000.430.10605.32.00	Repairs and Maintenance Services	\$84.58
		Check #: 199677		
			Vendor Total:	\$84.58
RICOH AMERICAS CORP	102825	100.126.0000.100.1000.430.10206.10.00	Repairs and Maintenance Services	\$45.13
		Check #: 199678		
		100.128.0000.000.2410.430.10211.10.00	Repairs and Maintenance Services	\$1,512.79
		Check #: 199678		
		100.132.0000.100.1000.430.10302.20.00	Repairs and Maintenance Services	\$294.87
		Check #: 199678		
		100.135.0000.100.1000.430.10305.31.00	Repairs and Maintenance Services	\$42.48
		Check #: 199678		
		100.164.0000.100.1000.430.10604.32.00	Repairs and Maintenance Services	\$253.19
		Check #: 199678		
			Vendor Total:	\$2,148.46
SHANNA KRUEGER	11221	100.164.0000.000.2410.580.10604.32.00	Staff Travel	\$1,436.28
		Check #: 199679		

Lyon County School District

Voucher Supplement Account Summary

Voucher Batch Number: 1489

06/30/2020

Fiscal Year: 2019-2020

Vendor Remit Name	Vendor #	Account	Description	Amount
			Vendor Total:	\$1,436.28
SHERWIN-WILLIAMS	18882	100.164.0000.000.2620.610.10604.32.00	General Supplies	\$2,018.23
		Check #: 199680		
			Vendor Total:	\$2,018.23
SHRED-IT USA		100.129.0000.100.1000.421.10209.10.00	Garbage / Disposal	\$90.30
		Check #: 199681		
		100.165.0000.000.2410.421.10605.32.00	Garbage / Disposal	\$25.00
		Check #: 199681		
			Vendor Total:	\$115.30
SINCLAIR, MICHELLE		100.102.0000.000.2570.334.10000.00.00	Training & Development – Admin Non-Licensed	\$600.00
		Check #: 199682		
			Vendor Total:	\$600.00
SNAP ON TOOLS	103074	100.170.0000.000.2710.430.10000.00.00	Repairs and Maintenance Services	\$999.01
		Check #: 199683		
			Vendor Total:	\$999.01
STAPLES ADVANTAGE	99736	100.125.0000.000.2120.610.10205.10.00	General Supplies	\$276.00
		Check #: 199684		
		100.125.0000.000.2220.610.10205.10.00	General Supplies	\$179.78
		Check #: 199684		
		100.125.0000.000.2240.615.10205.10.00	Snacks, Food & Beverages	\$179.27
		Check #: 199684		
		100.125.0000.000.2410.610.10205.10.00	General Supplies	\$100.14
		Check #: 199684		
		100.129.0000.100.1000.610.10209.10.00	General Supplies	(\$69.03)
		Check #: 199684		
		100.170.0000.000.2730.610.10000.00.00	General Supplies	(\$71.38)
		Check #: 199684		

Lyon County School District

Voucher Supplement Account Summary

Voucher Batch Number: 1489

06/30/2020

Fiscal Year: 2019-2020

Vendor Remit Name	Vendor #	Account	Description	Amount
		280.633.0000.000.2195.610.10000.00.00	General Supplies	\$494.56
		Check #: 199684		
			Vendor Total:	\$1,089.34
STAPLES TECHNOLOGY SOLUTIONS				
		100.104.0000.000.2210.652.10000.00.00	Inventoried Supplies/Equipment – IT Related	\$1,190.00
		Check #: 199685	<\$5000	
		100.125.0000.100.1000.652.10205.10.00	Inventoried Supplies/Equipment – IT Related	\$2,376.00
		Check #: 199685	<\$5000	
		240.213.0000.200.1000.650.10000.00.00	Supplies–Information Technology–related	\$220.00
		Check #: 199685		
		240.213.0000.200.1000.652.10000.00.00	Inventoried Supplies/Equipment – IT Related	\$3,240.03
		Check #: 199685	<\$5000	
			Vendor Total:	\$7,026.03
SUMMIT COMPANIES				
		100.108.0000.000.2620.490.10602.50.00	Other Purchased Property Services	\$270.00
		Check #: 199686		
			Vendor Total:	\$270.00
TAHOE SUPPLY CO.	11238			
		100.125.0000.000.2620.610.10205.10.00	General Supplies	\$1,146.90
		Check #: 199687		
		100.161.0000.000.2620.610.10601.32.00	General Supplies	\$312.43
		Check #: 199687		
			Vendor Total:	\$1,459.33
TYRES INTERNATIONAL INC	101998			
		100.170.0000.000.2730.611.10000.00.00	Tires/Flooring	\$965.76
		Check #: 199688		
			Vendor Total:	\$965.76
UNITED SITE SERVICES OF NEVADA INC	101485			
		100.161.0000.920.1000.610.10601.32.00	General Supplies	\$326.13
		Check #: 199689		
		100.164.0000.920.1000.610.10604.32.00	General Supplies	\$414.14
		Check #: 199689		

Lyon County School District

Voucher Supplement Account Summary

Voucher Batch Number: 1489

06/30/2020

Fiscal Year: 2019-2020

Vendor Remit Name	Vendor #	Account	Description	Amount
			Vendor Total:	\$740.27
UNITED STATES TREASURY	P105	100.102.0000.000.2316.210.10000.00.00	Group Insurance	\$3,990.34
		Check #: 199690		
			Vendor Total:	\$3,990.34
VALUTAINER		100.161.0000.100.1000.610.10601.32.00	General Supplies	\$3,299.00
		Check #: 199691		
			Vendor Total:	\$3,299.00
VERIZON WIRELESS_21703	21703	100.170.0000.000.2710.534.10000.00.00	Telephone - Cell phone services	\$2,708.14
		Check #: 199692		
			Vendor Total:	\$2,708.14
WEDCO INC.	22320	100.108.0000.000.2620.610.10604.32.00	General Supplies	\$350.93
		Check #: 199693		
		100.164.0000.000.2620.610.10604.32.00	General Supplies	\$305.39
		Check #: 199693		
		100.165.0000.000.2620.610.10605.32.00	General Supplies	\$261.60
		Check #: 199693		
			Vendor Total:	\$917.92
WELLS FARGO VENDOR FINANCIAL SERVICES		100.123.0000.000.2410.442.10203.10.00	Rental of Equipment and Vehicles	\$352.53
		Check #: 199694		
		100.123.0000.100.1000.430.10203.10.00	Repairs and Maintenance Services	\$337.55
		Check #: 199694		
		100.127.0000.000.2410.442.10210.10.00	Rental of Equipment and Vehicles	\$513.00
		Check #: 199694		
		100.127.0000.100.1000.430.10210.10.00	Repairs and Maintenance Services	\$375.18
		Check #: 199694		
		100.136.0000.000.2410.442.10208.31.00	Rental of Equipment and Vehicles	\$200.34
		Check #: 199694		

Lyon County School District

Voucher Supplement Account Summary

Voucher Batch Number: 1489

06/30/2020

Fiscal Year: 2019-2020

Vendor Remit Name	Vendor #	Account	Description	Amount
		100.164.0000.000.2410.442.10604.32.00	Rental of Equipment and Vehicles	\$573.56
		Check #: 199694		
			Vendor Total:	\$2,352.16
WESTERN NEVADA KENWORTH	103203			
		100.170.0000.000.2710.614.10000.00.00	Parts	\$1,595.42
		Check #: 199695		
			Vendor Total:	\$1,595.42
WESTERN NEVADA SUPPLY	22580			
		100.121.0000.000.2620.610.10201.10.00	General Supplies	\$417.00
		Check #: 199696		
		100.123.0000.000.2620.610.10203.10.00	General Supplies	\$240.00
		Check #: 199696		
		100.134.0000.000.2620.610.10304.20.00	General Supplies	\$311.84
		Check #: 199696		
		100.165.0000.000.2620.610.10605.32.00	General Supplies	\$464.10
		Check #: 199696		
			Vendor Total:	\$1,432.94
YERINGTON AUTO PARTS	23100			
		100.170.0000.000.2730.614.10000.00.00	Parts	\$1,153.02
		Check #: 199697		
			Vendor Total:	\$1,153.02
			Grand Total:	\$156,747.49

End of Report

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# LYON COUNTY SCHOOL DISTRICT VOUCHER

Voucher No: 1491      Voucher Date: 08/04/2020      Prepared By: \_\_\_\_\_

Printed: 08/19/2020 03:46:12 PM

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LYON COUNTY SCHOOL DISTRICT is hereby authorized to draw warrants against LYON COUNTY SCHOOL DISTRICT funds for the sum of \$12,497.23 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2019 to June 30, 2020 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.

---

Neal E. McIntyre      President

---

Holly Villines      Clerk

---

Kimber LA Crabtree      Member

---

Barbara Jones      Member

---

Sherry Parsons      Member

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Bridget Peterson      Member

---

John Stevens      Member

LYON COUNTY SCHOOL DISTRICT

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Fund		Amount
703	Workers Compensation	\$12,497.23
		<hr/>
		\$12,497.23

Lyon County School District

Voucher Supplement Account Summary

Voucher Batch Number: 1491 08/04/2020

Fiscal Year: 2019-2020

Vendor Remit Name	Vendor #	Account	Description	Amount
CCMSI		703.102.0000.000.2570.270.10000.00.00	Workers" Compensation	\$12,497.23

Vendor Total: \$12,497.23

Grand Total: \$12,497.23

End of Report

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# LYON COUNTY SCHOOL DISTRICT VOUCHER

Voucher No: 1543      Voucher Date: 05/29/2020      Prepared By: \_\_\_\_\_

Printed: 08/20/2020 09:37:21 AM

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LYON COUNTY SCHOOL DISTRICT is hereby authorized to draw warrants against LYON COUNTY SCHOOL DISTRICT funds for the sum of \$968,862.00 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2019 to June 30, 2020 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.

---

Neal E. McIntyre      President

---

Holly Villines      Clerk

---

Kimber LA Crabtree      Member

---

Barbara Jones      Member

---

Sherry Parsons      Member

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Bridget Peterson      Member

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John Stevens      Member

LYON COUNTY SCHOOL DISTRICT

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Fund		Amount
400	Debt Service Funds	\$968,862.00
		<hr/>
		\$968,862.00

Lyon County School District

Voucher Supplement Account Summary

Voucher Batch Number: 1543 05/29/2020

Fiscal Year: 2019-2020

Vendor Remit Name	Vendor #	Account	Description	Amount
BANC OF AMERICA PUBLIC	102127			
		400.101.0000.000.5000.831.10000.00.00 0	Redemption of Principal	\$915,000.00
		400.101.0000.000.5000.832.10000.00.00 0	Interest	\$53,862.00
			Vendor Total:	\$968,862.00
			Grand Total:	\$968,862.00

End of Report

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# LYON COUNTY SCHOOL DISTRICT VOUCHER

Voucher No: 1003      Voucher Date: 07/29/2020      Prepared By: \_\_\_\_\_

*Printed: 08/19/2020 02:50:09 PM*

LYON COUNTY SCHOOL DISTRICT is hereby authorized to draw warrants against LYON COUNTY SCHOOL DISTRICT funds for the sum of \$1,942,429.96 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2020 to June 30, 2021 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.

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Neal E. McIntyre      President

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Holly Villines      Clerk

---

Kimber LA Crabtree      Member

---

Barbara Jones      Member

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Sherry Parsons      Member

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Bridget Peterson      Member

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John Stevens      Member

LYON COUNTY SCHOOL DISTRICT

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Fund		Amount
100	General Fund	\$1,532,805.50
230	Adult Education	\$114.24
250	Special Education	\$1,070.45
280	Federal Funds	\$5,669.86
285	Medicaid Funds	\$585.00
290	Food Service Funds	\$159.58
360	Bond Issues	\$394,300.33
703	Workers Compensation	\$7,725.00
		<hr/> <hr/>
		\$1,942,429.96

Lyon County School District

Voucher Supplement Account Summary

Voucher Batch Number: 1003

07/29/2020

Fiscal Year: 2020-2021

Vendor Remit Name	Vendor #	Account	Description	Amount
A T & T LONG DISTANCE	18214	100.108.0000.000.2620.532.10000.00.00	Voice/Voicemail Check #: 199698	\$7.43
		100.121.0000.000.2410.533.10201.10.00	Telephone – Land Line phone services Check #: 199698	\$0.63
		100.122.0000.000.2410.533.10202.10.00	Telephone – Land Line phone services Check #: 199698	\$6.07
		100.123.0000.000.2410.533.10203.10.00	Telephone – Land Line phone services Check #: 199698	\$0.46
		100.125.0000.000.2410.533.10205.10.00	Telephone – Land Line phone services Check #: 199698	\$0.63
		100.126.0000.000.2410.533.10206.10.00	Telephone – Land Line phone services Check #: 199698	\$0.51
		100.127.0000.000.2410.533.10210.10.00	Telephone – Land Line phone services Check #: 199698	\$0.81
		100.128.0000.000.2410.533.10211.10.00	Telephone – Land Line phone services Check #: 199698	\$0.54
		100.129.0000.000.2410.533.10209.10.00	Telephone – Land Line phone services Check #: 199698	\$0.39
		100.132.0000.000.2410.533.10302.20.00	Telephone – Land Line phone services Check #: 199698	\$0.00
		100.133.0000.000.2410.533.10303.10.00	Telephone – Land Line phone services Check #: 199698	\$0.87
		100.135.0000.000.2410.533.10305.31.00	Telephone – Land Line phone services Check #: 199698	\$0.80
		100.136.0000.000.2410.533.10208.31.00	Telephone – Land Line phone services Check #: 199698	\$0.63
		100.161.0000.000.2410.533.10601.32.00	Telephone – Land Line phone services Check #: 199698	\$1.14
		100.162.0000.000.2410.533.10602.50.00	Telephone – Land Line phone services Check #: 199698	\$2.11
		100.163.0000.000.2410.533.10603.32.00	Telephone – Land Line phone services Check #: 199698	\$10.15

Lyon County School District

Voucher Supplement Account Summary

Voucher Batch Number: 1003

07/29/2020

Fiscal Year: 2020-2021

Vendor Remit Name	Vendor #	Account	Description	Amount
		100.164.0000.000.2410.533.10604.32.00 Check #: 199698	Telephone – Land Line phone services	\$6.80
		100.165.0000.000.2410.533.10605.32.00 Check #: 199698	Telephone – Land Line phone services	\$1.06
		100.170.0000.000.2710.533.10000.00.00 Check #: 199698	Telephone – Land Line phone services	\$0.18
		230.231.0000.610.1000.533.10907.41.00 Check #: 199698	Telephone – Land Line phone services	\$0.14
		230.231.0000.610.1000.533.10909.41.00 Check #: 199698	Telephone – Land Line phone services	\$0.73
		290.182.0000.000.3100.533.10000.00.00 Check #: 199698	Telephone – Land Line phone services	\$0.51
		290.183.0000.000.3100.533.10000.00.00 Check #: 199698	Telephone – Land Line phone services	\$1.00
			Vendor Total:	\$43.59
A T & T MONTHLY STATEMENT	99712			
		100.108.0000.000.2620.532.10000.00.00 Check #: 199699	Voice/Voicemail	\$58.73
		100.121.0000.000.2410.533.10201.10.00 Check #: 199699	Telephone – Land Line phone services	\$437.43
		100.135.0000.000.2410.533.10305.31.00 Check #: 199699	Telephone – Land Line phone services	\$52.89
		290.180.0000.000.3100.533.10000.00.00 Check #: 199699	Telephone – Land Line phone services	\$4.69
			Vendor Total:	\$553.74
ACE HARDWARE	200			
		100.108.0000.000.2620.610.10208.31.00 Check #: 199700	General Supplies	\$16.20
		100.108.0000.000.2620.610.10603.32.00 Check #: 199700	General Supplies	\$25.63
		100.108.0000.000.2620.610.10604.32.00 Check #: 199700	General Supplies	\$143.66

## Lyon County School District

### Voucher Supplement Account Summary

Voucher Batch Number: 1003

07/29/2020

Fiscal Year: 2020-2021

Vendor Remit Name	Vendor #	Account	Description	Amount
		100.108.0000.000.2630.610.10000.00.00	General Supplies	\$9.93
		Check #: 199700		
		100.132.0000.000.2620.610.10302.20.00	General Supplies	\$55.04
		Check #: 199700		
		100.170.0000.000.2730.610.10000.00.00	General Supplies	\$59.36
		Check #: 199700		
			Vendor Total:	\$309.82
ADVANCED CHILD BEHAVIOR SOLUTIONS,LLC	102918			
		280.639.0000.200.2240.340.10000.00.00	Other Professional Services	\$810.00
		Check #: 199701		
			Vendor Total:	\$810.00
ALBERT W VACEK	7050			
		100.170.0000.000.2730.430.10000.00.00	Repairs and Maintenance Services	\$80.00
		Check #: 199702		
			Vendor Total:	\$80.00
ALHAMBRA WATER	97540			
		100.104.0000.000.2210.615.10000.00.00	Snacks, Food & Beverages	\$251.68
		Check #: 199703		
		100.107.0000.000.2580.615.10000.00.00	Snacks, Food & Beverages	\$38.22
		Check #: 199703		
			Vendor Total:	\$289.90
AMAZON---FIS				
		100.133.0000.000.2410.610.10303.10.00	General Supplies	\$44.92
		Check #: 199704		
		100.133.0000.100.1000.610.10303.10.00	General Supplies	\$67.80
		Check #: 199704		
			Vendor Total:	\$112.72
AMAZON.COM	99456			
		100.101.0000.000.2510.610.10000.00.00	General Supplies	\$168.70
		Check #: 199705		
		100.129.0000.000.2410.650.10209.10.00	Supplies-Information Technology-related	\$44.95
		Check #: 199705		

Lyon County School District

Voucher Supplement Account Summary

Voucher Batch Number: 1003

07/29/2020

Fiscal Year: 2020-2021

Vendor Remit Name	Vendor #	Account	Description	Amount
		100.129.0000.100.1000.610.10209.10.00	General Supplies	\$1,586.97
		Check #: 199705		
		100.134.0000.000.2620.610.10304.20.00	General Supplies	\$156.99
		Check #: 199705		
		100.161.0000.000.2620.610.10601.32.00	General Supplies	\$174.99
		Check #: 199705		
		100.161.0000.100.1000.610.10601.32.00	General Supplies	\$449.70
		Check #: 199705		
		100.161.0000.191.1000.610.10601.32.00	General Supplies	\$151.48
		Check #: 199705		
		100.165.0000.100.1000.610.10605.32.00	General Supplies	\$1,152.75
		Check #: 199705		
			Vendor Total:	\$3,886.53
AMERESCO, INC.	102450			
		100.108.0000.000.2620.622.10000.00.00	Electricity	\$53,074.00
		Check #: 199706		
			Vendor Total:	\$53,074.00
APPLE COMPUTER_1112	1112			
		100.101.0000.000.2320.652.10000.00.00	Inventoried Supplies/Equipment – IT Related	\$2,419.00
		Check #: 199707	<\$5000	
			Vendor Total:	\$2,419.00
ARAMARK UNIFORM SERVICES				
		100.170.0000.000.2730.619.10000.00.00	Uniforms	\$370.66
		Check #: 199708		
			Vendor Total:	\$370.66
BEACH, JODY				
		100.170.0000.000.2730.614.10000.00.00	Parts	\$100.86
		Check #: 199709		
			Vendor Total:	\$100.86
BORDERLAN SECURITY	102759			
		100.107.0000.000.2580.651.10000.00.00	Supplies – Technology – Software	\$82,000.00
		Check #: 199710		

Lyon County School District

Voucher Supplement Account Summary

Voucher Batch Number: 1003

07/29/2020

Fiscal Year: 2020-2021

Vendor Remit Name	Vendor #	Account	Description	Amount
			Vendor Total:	\$82,000.00
BRYSON SALES & SERVICE	2380	100.170.0000.000.2730.614.10000.00.00	Parts	\$559.24
		Check #: 199711		
			Vendor Total:	\$559.24
BUILDING CONTROL SERVICES	101439	100.108.0000.000.2620.430.10209.10.00	Repairs and Maintenance Services	\$7,250.00
		Check #: 199712		
			Vendor Total:	\$7,250.00
CARSON VALLEY OIL	3380	100.170.0000.000.2730.626.10000.00.00	Gasoline	\$845.10
		Check #: 199713		
			Vendor Total:	\$845.10
CCMSI		703.102.0000.000.2310.340.10000.00.00	Other Professional Services	\$7,725.00
		Check #: 199714		
			Vendor Total:	\$7,725.00
CITY OF FERNLEY_7501	7501	360.029.0000.000.4300.810.10206.10.00	Dues and Fees	\$41,980.33
		Check #: 199715		
			Vendor Total:	\$41,980.33
CLARK PEST CONTROL		100.108.0000.000.2630.340.10601.32.00	Other Professional Services	\$105.00
		Check #: 199716		
			Vendor Total:	\$105.00
D & D ROOFING & SHEET METAL, INC	103073	360.021.0000.000.4700.430.10208.31.00	Repairs and Maintenance Services	\$352,120.00
		Check #: 199717		
			Vendor Total:	\$352,120.00
DELTA FIRE SYSTEMS, INC.				

Lyon County School District

Voucher Supplement Account Summary

Voucher Batch Number: 1003

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Fiscal Year: 2020-2021

Vendor Remit Name	Vendor #	Account	Description	Amount
		100.108.0000.000.2620.430.10205.10.00	Repairs and Maintenance Services	\$1,840.00
		Check #: 199718		
		100.108.0000.000.2620.610.10205.10.00	General Supplies	\$830.00
		Check #: 199718		
			Vendor Total:	\$2,670.00
EDNEY TREE SERVICE				
		100.108.0000.000.2620.430.10209.10.00	Repairs and Maintenance Services	\$4,000.00
		Check #: 199719		
			Vendor Total:	\$4,000.00
FATBEAM, LLC				
		100.107.0000.000.2580.535.10000.00.00	Data Communications, Internet, Video, T-lines, etc	\$298.70
		Check #: 199720		
			Vendor Total:	\$298.70
FIREFLY COMPUTERS				
		100.107.0000.000.2580.650.10000.00.00	Supplies-Information Technology-related	\$73,632.00
		Check #: 199721		
		100.107.0000.000.2580.652.10000.00.00	Inventoried Supplies/Equipment - IT Related <\$5000	\$358,176.00
		Check #: 199721		
			Vendor Total:	\$431,808.00
FLYERS ENERGY, LLC	102216			
		100.170.0000.000.2730.626.10000.00.00	Gasoline	\$195.46
		Check #: 199722		
			Vendor Total:	\$195.46
FRONTIER	21702			
		100.122.0000.000.2410.533.10202.10.00	Telephone - Land Line phone services	\$146.82
		Check #: 199723		
			Vendor Total:	\$146.82
GENE WATSON	22210			
		100.108.0000.000.2620.422.10000.00.00	Janitorial / Custodial Services	\$966.67
		Check #: 199724		
			Vendor Total:	\$966.67

Lyon County School District

Voucher Supplement Account Summary

Voucher Batch Number: 1003

07/29/2020

Fiscal Year: 2020-2021

Vendor Remit Name	Vendor #	Account	Description	Amount
<b>INFINITE CAMPUS</b>				
		100.107.0000.000.2580.352.10000.00.00	Other Technical Services	\$75,132.70
		Check #: 199725		
			Vendor Total:	\$75,132.70
<b>JIM MENESINI PETROLEUM</b>				
		100.170.0000.000.2730.613.10000.00.00	Oil & Lubricants	\$232.70
		Check #: 199726		
			Vendor Total:	\$232.70
<b>KIKUCHI, WESLEY</b>				
		280.639.0000.200.1000.519.10000.00.00	Student Transportation Purchased From	\$59.86
		Check #: 199727	Other Source	
			Vendor Total:	\$59.86
<b>LOWE'S BUSINESS ACCOUNT</b>				
	11835			
		100.121.0000.000.2620.610.10201.10.00	General Supplies	\$16.73
		Check #: 199728		
		100.126.0000.000.2620.610.10206.10.00	General Supplies	\$117.55
		Check #: 199728		
		100.133.0000.000.2620.610.10303.10.00	General Supplies	\$3,423.92
		Check #: 199728		
		100.134.0000.000.2620.610.10304.20.00	General Supplies	\$283.48
		Check #: 199728		
		100.135.0000.000.2620.610.10305.31.00	General Supplies	\$45.25
		Check #: 199728		
		100.161.0000.000.2620.610.10601.32.00	General Supplies	\$562.98
		Check #: 199728		
		100.161.0000.920.1000.610.10601.32.00	General Supplies	\$33.27
		Check #: 199728		
		100.162.0000.000.2620.610.10602.50.00	General Supplies	\$453.05
		Check #: 199728		
			Vendor Total:	\$4,936.23
<b>N C T E</b>				
	95921			

Lyon County School District

Voucher Supplement Account Summary

Voucher Batch Number: 1003

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Fiscal Year: 2020-2021

Vendor Remit Name	Vendor #	Account	Description	Amount
		100.104.0000.000.2210.810.10000.00.00	Dues and Fees	\$50.00
		Check #: 199729		
			Vendor Total:	\$50.00
NEVADA DIV. OF ENVIRONMENTAL PROTECTION	14380			
		360.029.0000.000.4300.810.10206.10.00	Dues and Fees	\$200.00
		Check #: 199730		
			Vendor Total:	\$200.00
NEVADA DRUG & ALCOHOL TESTING INC	101753			
		100.170.0000.000.2710.340.10000.00.00	Other Professional Services	\$192.00
		Check #: 199731		
			Vendor Total:	\$192.00
NIAA_102628	102628			
		100.101.0000.920.1000.810.10601.32.00	Dues and Fees	\$2,156.25
		Check #: 199732		
		100.101.0000.920.1000.810.10602.50.00	Dues and Fees	\$1,100.00
		Check #: 199732		
		100.101.0000.920.1000.810.10603.32.00	Dues and Fees	\$1,100.00
		Check #: 199732		
		100.101.0000.920.1000.810.10604.32.00	Dues and Fees	\$1,270.75
		Check #: 199732		
		100.101.0000.920.1000.810.10605.32.00	Dues and Fees	\$1,100.00
		Check #: 199732		
			Vendor Total:	\$6,727.00
OASIS ONLINE				
		100.107.0000.000.2580.352.10000.00.00	Other Technical Services	\$10,000.00
		Check #: 199733		
			Vendor Total:	\$10,000.00
OFFICE DEPOT	15366			
		100.000.0000.000.0000.000.10000.00.17	Inventories for Resale	\$21,940.80
		Check #: 199734		
		100.101.0000.000.2320.610.10000.00.00	General Supplies	\$73.96
		Check #: 199734		

Lyon County School District

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Voucher Batch Number: 1003

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Fiscal Year: 2020-2021

Vendor Remit Name	Vendor #	Account	Description	Amount
		100.107.0000.000.2580.610.10000.00.00 Check #: 199734	General Supplies	\$110.38
		100.121.0000.100.1000.610.10201.10.00 Check #: 199734	General Supplies	\$1,035.12
		100.128.0000.100.1000.610.10211.10.00 Check #: 199734	General Supplies	\$568.36
		100.129.0000.100.1000.610.10209.10.00 Check #: 199734	General Supplies	\$1,726.42
		100.161.0000.100.1000.610.10601.32.00 Check #: 199734	General Supplies	\$1,660.23
		100.161.0000.191.1000.610.10601.32.00 Check #: 199734	General Supplies	\$10.02
		100.161.0000.371.1000.610.10601.32.00 Check #: 199734	General Supplies	\$88.47
		250.129.0000.200.1000.610.10209.10.00 Check #: 199734	General Supplies	\$608.65
			Vendor Total:	\$27,822.41
PRESENCE LEARNING, INC		250.105.0000.200.2140.340.10000.00.00 Check #: 199735	Other Professional Services	\$461.80
			Vendor Total:	\$461.80
PROJECT LEAD THE WAY, INC.		280.709.0000.000.2213.330.10000.00.00 Check #: 199736	Professional Employee Training & Development Serv	\$4,800.00
			Vendor Total:	\$4,800.00
QUALITY CONTROL SYSTEMS	17051	100.108.0000.000.2620.430.10305.31.00 Check #: 199737	Repairs and Maintenance Services	\$876.00
			Vendor Total:	\$876.00
RALEY'S		290.180.0000.000.3100.630.10000.00.00 Check #: 199738	Food	\$76.94

Lyon County School District

Voucher Supplement Account Summary

Voucher Batch Number: 1003

07/29/2020

Fiscal Year: 2020-2021

Vendor Remit Name	Vendor #	Account	Description	Amount
				Vendor Total:
REFRIGERATION SUPPLIES DISTRIBUTOR	96586			\$76.94
		100.108.0000.000.2620.610.10000.00.00	General Supplies	\$48.33
		Check #: 199739		
		100.108.0000.000.2620.610.10601.32.00	General Supplies	\$145.86
		Check #: 199739		
				Vendor Total:
RENNER EQUIPMENT COMPANY	17400			\$194.19
		100.108.0000.000.2630.610.10000.00.00	General Supplies	\$373.10
		Check #: 199740		
				Vendor Total:
RICOH AMERICAS CORP	102825			\$373.10
		100.170.0000.000.2710.430.10000.00.00	Repairs and Maintenance Services	\$7.39
		Check #: 199741		
		100.170.0000.000.2710.442.10000.00.00	Rental of Equipment and Vehicles	\$29.00
		Check #: 199741		
				Vendor Total:
RICOH USA, INC				\$36.39
		100.101.0000.000.2500.442.10000.00.00	Rental of Equipment and Vehicles	\$96.32
		Check #: 199742		
		100.104.0000.000.2210.430.10000.00.00	Repairs and Maintenance Services	\$64.08
		Check #: 199742		
		100.106.0000.000.2515.442.10000.00.00	Rental of Equipment and Vehicles	\$48.16
		Check #: 199742		
		100.107.0000.000.2580.442.10000.00.00	Rental of Equipment and Vehicles	\$58.00
		Check #: 199742		
		100.170.0000.000.2710.442.10000.00.00	Rental of Equipment and Vehicles	\$133.08
		Check #: 199742		
				Vendor Total:
ROBIN L. TITUS	102690			\$399.64
		285.781.0000.200.2321.340.10000.00.00	Other Professional Services	\$585.00
		Check #: 199743		

Lyon County School District

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Voucher Batch Number: 1003

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Vendor Remit Name	Vendor #	Account	Description	Amount
			Vendor Total:	\$585.00
ROYAL CARPET ONE FLOOR & HOME		100.108.0000.000.2620.610.10000.00.00	General Supplies	\$800.00
		Check #: 199744		
			Vendor Total:	\$800.00
SHOUTPOINT, INC.		100.107.0000.000.2580.350.10000.00.00	Technical Services	\$10,695.00
		Check #: 199745		
			Vendor Total:	\$10,695.00
SIERRA FIRE PROTECTION		100.108.0000.000.2620.430.10000.00.00	Repairs and Maintenance Services	\$4,929.00
		Check #: 199746		
			Vendor Total:	\$4,929.00
SILVER SPRINGS G.I.D	19181	100.108.0000.000.2620.411.10205.10.00	Water / Sewer	\$760.00
		Check #: 199747		
		100.108.0000.000.2620.411.10304.20.00	Water / Sewer	\$500.00
		Check #: 199747		
		100.108.0000.000.2620.411.10605.32.00	Water / Sewer	\$660.00
		Check #: 199747		
			Vendor Total:	\$1,920.00
SOPRISAPPS, LLC		100.101.0000.000.2320.810.10000.00.00	Dues and Fees	\$11,115.00
		Check #: 199748		
			Vendor Total:	\$11,115.00
STICKS & STONES BLDG. MATERIALS		100.108.0000.000.2620.610.10603.32.00	General Supplies	\$94.15
		Check #: 199749		
			Vendor Total:	\$94.15
TAHOE FENCE CO., INC	101980	100.161.0000.000.2620.610.10601.32.00	General Supplies	\$1,300.00
		Check #: 199750		

Lyon County School District

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Voucher Batch Number: 1003

07/29/2020

Fiscal Year: 2020-2021

Vendor Remit Name	Vendor #	Account	Description	Amount
			Vendor Total:	\$1,300.00
U S POSTAL SERVICE_3478	3478	100.101.0000.000.2320.531.10000.00.00	Postage	\$900.00
		Check #: 199751		
			Vendor Total:	\$900.00
VISTA LEARNING, NFP		100.102.0000.000.2570.653.10000.00.00	Web-based and similar programs	\$10,214.40
		Check #: 199752		
			Vendor Total:	\$10,214.40
WARREN REED INSURANCE	22150	100.101.0000.000.2320.520.10000.00.00	Insurance (Other Than Employee Benefits)	\$217,061.32
		Check #: 199753		
		100.101.0000.000.2620.520.10000.00.00	Insurance (Other Than Employee Benefits)	\$426,917.67
		Check #: 199753		
		100.170.0000.000.2710.520.10000.00.00	Insurance (Other Than Employee Benefits)	\$125,061.60
		Check #: 199753		
			Vendor Total:	\$769,040.59
WELLS FARGO VENDOR FINANCIAL SERVICES		100.101.0000.000.2320.430.10000.00.00	Repairs and Maintenance Services	\$84.30
		Check #: 199754		
		100.101.0000.000.2320.442.10000.00.00	Rental of Equipment and Vehicles	\$370.79
		Check #: 199754		
		100.101.0000.000.2510.442.10000.00.00	Rental of Equipment and Vehicles	\$138.08
		Check #: 199754		
		100.101.0000.610.1000.442.10000.00.00	Rental of Equipment and Vehicles	\$206.12
		Check #: 199754		
		100.104.0000.000.2210.442.10000.00.00	Rental of Equipment and Vehicles	\$40.96
		Check #: 199754		
		100.121.0000.000.2410.430.10201.10.00	Repairs and Maintenance Services	\$229.27
		Check #: 199754		
		100.121.0000.000.2410.442.10201.10.00	Rental of Equipment and Vehicles	\$662.26
		Check #: 199754		

## Lyon County School District

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Vendor Remit Name	Vendor #	Account	Description	Amount
		100.164.0000.000.2410.442.10604.32.00	Rental of Equipment and Vehicles Check #: 199754	\$595.96
		100.165.0000.000.2410.442.10605.32.00	Rental of Equipment and Vehicles Check #: 199754	\$110.67
		100.170.0000.000.2710.442.10000.00.00	Rental of Equipment and Vehicles Check #: 199754	\$160.78
		290.180.0000.000.3100.442.10000.00.00	Rental of Equipment and Vehicles Check #: 199754	\$76.44
			Vendor Total:	\$2,675.63
XCAST LABS, INC.		100.107.0000.000.2580.533.10000.00.00	Telephone – Land Line phone services Check #: 199755	\$37.71
		100.121.0000.000.2410.533.10201.10.00	Telephone – Land Line phone services Check #: 199755	\$37.79
		100.122.0000.000.2410.533.10202.10.00	Telephone – Land Line phone services Check #: 199755	\$37.79
		100.123.0000.000.2410.533.10203.10.00	Telephone – Land Line phone services Check #: 199755	\$37.79
		100.125.0000.000.2410.533.10205.10.00	Telephone – Land Line phone services Check #: 199755	\$37.79
		100.126.0000.000.2410.533.10206.10.00	Telephone – Land Line phone services Check #: 199755	\$37.79
		100.127.0000.000.2410.533.10210.10.00	Telephone – Land Line phone services Check #: 199755	\$37.79
		100.128.0000.000.2410.533.10211.10.00	Telephone – Land Line phone services Check #: 199755	\$37.79
		100.129.0000.000.2410.533.10209.10.00	Telephone – Land Line phone services Check #: 199755	\$37.79
		100.132.0000.000.2410.533.10302.20.00	Telephone – Land Line phone services Check #: 199755	\$37.79
		100.133.0000.000.2410.533.10303.10.00	Telephone – Land Line phone services Check #: 199755	\$37.79
		100.134.0000.000.2410.533.10304.20.00	Telephone – Land Line phone services Check #: 199755	\$37.79

Lyon County School District

Voucher Supplement Account Summary

Voucher Batch Number: 1003

07/29/2020

Fiscal Year: 2020-2021

Vendor Remit Name	Vendor #	Account	Description	Amount
		100.135.0000.000.2410.533.10305.31.00	Telephone – Land Line phone services Check #: 199755	\$37.79
		100.136.0000.000.2410.533.10208.31.00	Telephone – Land Line phone services Check #: 199755	\$37.79
		100.161.0000.000.2410.533.10601.32.00	Telephone – Land Line phone services Check #: 199755	\$37.79
		100.162.0000.000.2410.533.10602.50.00	Telephone – Land Line phone services Check #: 199755	\$37.79
		100.163.0000.000.2410.533.10603.32.00	Telephone – Land Line phone services Check #: 199755	\$37.79
		100.164.0000.000.2410.533.10604.32.00	Telephone – Land Line phone services Check #: 199755	\$37.79
		100.165.0000.000.2410.533.10605.32.00	Telephone – Land Line phone services Check #: 199755	\$37.79
		100.170.0000.000.2710.533.10000.00.00	Telephone – Land Line phone services Check #: 199755	\$37.79
		230.231.0000.610.1000.533.10601.41.00	Telephone – Land Line phone services Check #: 199755	\$37.79
		230.231.0000.610.1000.533.10907.41.00	Telephone – Land Line phone services Check #: 199755	\$37.79
		230.231.0000.610.1000.533.10909.41.00	Telephone – Land Line phone services Check #: 199755	\$37.79
			Vendor Total:	\$869.09
			Grand Total:	\$1,942,429.96

End of Report

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# LYON COUNTY SCHOOL DISTRICT VOUCHER

Voucher No: 1004      Voucher Date: 08/13/2020      Prepared By: \_\_\_\_\_

Printed: 08/19/2020 02:51:23 PM

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LYON COUNTY SCHOOL DISTRICT is hereby authorized to draw warrants against LYON COUNTY SCHOOL DISTRICT funds for the sum of \$125,814.40 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2020 to June 30, 2021 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.

---

Neal E. McIntyre      President

---

Holly Villines      Clerk

---

Kimber LA Crabtree      Member

---

Barbara Jones      Member

---

Sherry Parsons      Member

---

Bridget Peterson      Member

---

John Stevens      Member

LYON COUNTY SCHOOL DISTRICT

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Fund		Amount
100	General Fund	\$125,814.40
		<hr/>
		\$125,814.40

Lyon County School District

Voucher Supplement Account Summary

Voucher Batch Number: 1004

08/13/2020

Fiscal Year: 2020-2021

Vendor Remit Name	Vendor #	Account	Description	Amount
EDGENUITY INC.		100.104.0000.100.1000.653.10000.00.00 0	Web-based and similar programs	\$115,000.00
			Vendor Total:	\$115,000.00
FRONTLINE TECHNOLOGIES, INC	102627	100.102.0000.000.2570.653.10000.00.00 0	Web-based and similar programs	\$10,814.40
			Vendor Total:	\$10,814.40
			Grand Total:	\$125,814.40

End of Report

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# LYON COUNTY SCHOOL DISTRICT VOUCHER

Voucher No: 1005      Voucher Date: 08/11/2020      Prepared By: \_\_\_\_\_

Printed: 08/19/2020 02:52:58 PM

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LYON COUNTY SCHOOL DISTRICT is hereby authorized to draw warrants against LYON COUNTY SCHOOL DISTRICT funds for the sum of \$630,358.54 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2020 to June 30, 2021 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.

---

Neal E. McIntyre      President

---

Holly Villines      Clerk

---

Kimber LA Crabtree      Member

---

Barbara Jones      Member

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Sherry Parsons      Member

---

Bridget Peterson      Member

---

John Stevens      Member

LYON COUNTY SCHOOL DISTRICT

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Fund		Amount
100	General Fund	\$264,196.16
230	Adult Education	\$814.18
250	Special Education	\$161.64
260	Gifts and Donations	\$1,327.50
280	Federal Funds	\$14,636.21
290	Food Service Funds	\$21,849.52
360	Bond Issues	\$272,763.33
400	Debt Service Funds	\$1,250.00
703	Workers Compensation	\$52,789.00
830	Private-Purpose Trust Funds	\$571.00

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Voucher No: 1005

Voucher Date: 08/11/2020

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Fund

Amount

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\$630,358.54

Lyon County School District

Voucher Supplement Account Summary

Voucher Batch Number: 1005

08/11/2020

Fiscal Year: 2020-2021

Vendor Remit Name	Vendor #	Account	Description	Amount
A T & T LONG DISTANCE	18214	100.108.0000.000.2620.532.10000.00.00	Voice/Voicemail Check #: 199757	\$7.27
		100.121.0000.000.2410.533.10201.10.00	Telephone – Land Line phone services Check #: 199757	\$0.72
		100.122.0000.000.2410.533.10202.10.00	Telephone – Land Line phone services Check #: 199757	\$6.21
		100.123.0000.000.2410.533.10203.10.00	Telephone – Land Line phone services Check #: 199757	\$0.47
		100.125.0000.000.2410.533.10205.10.00	Telephone – Land Line phone services Check #: 199757	\$0.63
		100.126.0000.000.2410.533.10206.10.00	Telephone – Land Line phone services Check #: 199757	\$0.49
		100.127.0000.000.2410.533.10210.10.00	Telephone – Land Line phone services Check #: 199757	\$0.81
		100.128.0000.000.2410.533.10211.10.00	Telephone – Land Line phone services Check #: 199757	\$0.51
		100.129.0000.000.2410.533.10209.10.00	Telephone – Land Line phone services Check #: 199757	\$0.39
		100.132.0000.000.2410.533.10302.20.00	Telephone – Land Line phone services Check #: 199757	\$0.00
		100.133.0000.000.2410.533.10303.10.00	Telephone – Land Line phone services Check #: 199757	\$0.66
		100.135.0000.000.2410.533.10305.31.00	Telephone – Land Line phone services Check #: 199757	\$0.80
		100.136.0000.000.2410.533.10208.31.00	Telephone – Land Line phone services Check #: 199757	\$0.63
		100.161.0000.000.2410.533.10601.32.00	Telephone – Land Line phone services Check #: 199757	\$1.13
		100.162.0000.000.2410.533.10602.50.00	Telephone – Land Line phone services Check #: 199757	\$2.79
		100.163.0000.000.2410.533.10603.32.00	Telephone – Land Line phone services Check #: 199757	\$10.34

Lyon County School District

Voucher Supplement Account Summary

Voucher Batch Number: 1005

08/11/2020

Fiscal Year: 2020-2021

Vendor Remit Name	Vendor #	Account	Description	Amount
		100.164.0000.000.2410.533.10604.32.00	Telephone – Land Line phone services Check #: 199757	\$6.79
		100.165.0000.000.2410.533.10605.32.00	Telephone – Land Line phone services Check #: 199757	\$1.02
		100.170.0000.000.2710.533.10000.00.00	Telephone – Land Line phone services Check #: 199757	\$0.18
		230.231.0000.610.1000.533.10907.41.00	Telephone – Land Line phone services Check #: 199757	\$0.11
		230.231.0000.610.1000.533.10909.41.00	Telephone – Land Line phone services Check #: 199757	\$0.73
		290.182.0000.000.3100.533.10000.00.00	Telephone – Land Line phone services Check #: 199757	\$0.39
		290.183.0000.000.3100.533.10000.00.00	Telephone – Land Line phone services Check #: 199757	\$0.95
			Vendor Total:	\$44.02
A T & T MONTHLY STATEMENT	99712			
		100.101.0000.610.1000.533.10907.41.00	Telephone – Land Line phone services Check #: 199758	\$102.94
		100.129.0000.000.2410.533.10209.10.00	Telephone – Land Line phone services Check #: 199758	\$204.38
			Vendor Total:	\$307.32
AASA MEMBERSHIP	103137			
		100.101.0000.000.2320.810.10000.00.00	Dues and Fees Check #: 199759	\$678.00
			Vendor Total:	\$678.00
ADVANCE INSTALLATIONS INC	97837			
		100.108.0000.000.2620.430.10303.10.00	Repairs and Maintenance Services Check #: 199760	\$5,842.00
			Vendor Total:	\$5,842.00
ADVANCED INTEGRATED PEST MANAGEMENT				
		100.121.0000.000.2620.422.10201.10.00	Janitorial / Custodial Services Check #: 199761	\$250.00

Lyon County School District

Voucher Supplement Account Summary

Voucher Batch Number: 1005

08/11/2020

Fiscal Year: 2020-2021

Vendor Remit Name	Vendor #	Account	Description	Amount	
				Vendor Total:	\$250.00
ALHAMBRA WATER	97540				
		100.101.0000.000.2500.615.10000.00.00	Snacks, Food & Beverages	\$198.13	
		Check #: 199762			
		100.170.0000.000.2730.411.10000.00.00	Water / Sewer	\$174.33	
		Check #: 199762			
				Vendor Total:	\$372.46
AMAZON.COM	99456				
		100.122.0000.000.2130.610.10202.10.00	General Supplies	\$549.68	
		Check #: 199763			
		100.129.0000.100.1000.610.10209.10.00	General Supplies	\$500.67	
		Check #: 199763			
		100.161.0000.000.2410.612.10601.32.00	Inventoried Supplies/Equipment <\$5000	\$2,599.99	
		Check #: 199763			
				Vendor Total:	\$3,650.34
APEX SAW WORKS					
		100.108.0000.000.2620.610.10000.00.00	General Supplies	\$71.07	
		Check #: 199764			
				Vendor Total:	\$71.07
APPLE COMPUTER_1112	1112				
		100.122.0000.000.2410.610.10202.10.00	General Supplies	\$368.00	
		Check #: 199765			
		100.122.0000.000.2410.652.10202.10.00	Inventoried Supplies/Equipment - IT Related	\$1,899.00	
		Check #: 199765	<\$5000		
				Vendor Total:	\$2,267.00
AUDIO ENHANCEMENT, INC	99350				
		360.021.0000.000.4300.340.10206.10.00	Other Professional Services	\$21,481.50	
		Check #: 199766			
				Vendor Total:	\$21,481.50
BRAZOS URETHANE, INC					
		360.021.0000.000.4700.430.10202.10.00	Repairs and Maintenance Services	\$21,738.85	
		Check #: 199767			

Lyon County School District

Voucher Supplement Account Summary

Voucher Batch Number: 1005

08/11/2020

Fiscal Year: 2020-2021

Vendor Remit Name	Vendor #	Account	Description	Amount
		360.021.0000.000.4700.430.10603.32.00	Repairs and Maintenance Services	\$104,578.85
		Check #: 199767		
			Vendor Total:	\$126,317.70
CINDERLITE TRUCKING CORP	3830	100.108.0000.000.2620.610.10603.32.00	General Supplies	\$163.13
		Check #: 199768		
			Vendor Total:	\$163.13
CITY OF FERNLEY_7501	7501	100.108.0000.000.2620.411.10203.10.00	Water / Sewer	\$17,683.92
		Check #: 199769		
		100.108.0000.000.2620.411.10206.10.00	Water / Sewer	\$4,587.48
		Check #: 199769		
		100.108.0000.000.2620.411.10209.10.00	Water / Sewer	\$6,439.44
		Check #: 199769		
		100.108.0000.000.2620.411.10305.31.00	Water / Sewer	\$19,540.20
		Check #: 199769		
		100.108.0000.000.2620.411.10601.32.00	Water / Sewer	\$25,606.68
		Check #: 199769		
			Vendor Total:	\$73,857.72
D & S WASTE REMOVAL, INC	4960	100.108.0000.000.2620.421.10000.00.00	Garbage / Disposal	\$227.00
		Check #: 199770		
		100.108.0000.000.2620.421.10202.10.00	Garbage / Disposal	\$197.62
		Check #: 199770		
		100.108.0000.000.2620.421.10602.50.00	Garbage / Disposal	\$892.94
		Check #: 199770		
		100.108.0000.000.2620.421.10603.32.00	Garbage / Disposal	\$718.34
		Check #: 199770		
		100.170.0000.000.2730.421.10000.00.00	Garbage / Disposal	\$258.99
		Check #: 199770		
		290.182.0000.000.3100.421.10000.00.00	Garbage / Disposal	\$197.61
		Check #: 199770		
			Vendor Total:	\$2,492.50

## Lyon County School District

### Voucher Supplement Account Summary

Voucher Batch Number: 1005

08/11/2020

Fiscal Year: 2020-2021

Vendor Remit Name	Vendor #	Account	Description	Amount
DECKER, INC.	5403	100.129.0000.000.2620.610.10209.10.00 Check #: 199771	General Supplies	\$82.80
			Vendor Total:	\$82.80
DEMCO LIBRARY SERVICES	5499	100.129.0000.000.2220.610.10209.10.00 Check #: 199772	General Supplies	\$297.84
			Vendor Total:	\$297.84
DONNELLEY SPORTS	97433	100.161.0000.920.1000.610.10601.32.00 Check #: 199773	General Supplies	\$9,360.00
			Vendor Total:	\$9,360.00
DOSHEEN COOK, PH.D.		280.639.0000.200.2140.340.10000.00.00 Check #: 199774	Other Professional Services	\$1,850.00
			Vendor Total:	\$1,850.00
EDGE COMMUNICATIONS, INC.	101461	100.108.0000.000.2620.430.10202.10.00 Check #: 199775	Repairs and Maintenance Services	\$1,430.00
		360.021.0000.000.4300.340.10206.10.00 Check #: 199775	Other Professional Services	\$7,085.65
			Vendor Total:	\$8,515.65
EDUCATIONAL TESTING SERV	6385	100.101.0000.610.1000.351.10907.41.00 Check #: 199776	Data Processing and Coding Services	\$290.25
			Vendor Total:	\$290.25
FATBEAM, LLC		100.107.0000.000.2580.535.10000.00.00 Check #: 199777	Data Communications, Internet, Video, T-lines, etc	\$298.70
			Vendor Total:	\$298.70
FLAG STORE SIGN & BANNER	7716			

Lyon County School District

Voucher Supplement Account Summary

Voucher Batch Number: 1005

08/11/2020

Fiscal Year: 2020-2021

Vendor Remit Name	Vendor #	Account	Description	Amount
		100.161.0000.000.2410.610.10601.32.00	General Supplies	\$199.00
		Check #: 199778		
			Vendor Total:	\$199.00
FLOORING SOLUTIONS OF NEVADA, INC.		360.021.0000.000.4700.430.10304.20.00	Repairs and Maintenance Services	\$38,593.01
		Check #: 199779		
		360.021.0000.000.4700.430.10604.32.00	Repairs and Maintenance Services	\$72,385.47
		Check #: 199779		
			Vendor Total:	\$110,978.48
FRONTIER	21702	100.101.0000.000.2320.533.10000.00.00	Telephone – Land Line phone services	\$438.65
		Check #: 199780		
		100.101.0000.000.2320.810.10000.00.00	Dues and Fees	\$138.36
		Check #: 199780		
		100.132.0000.000.2410.533.10302.20.00	Telephone – Land Line phone services	\$215.12
		Check #: 199780		
		100.162.0000.000.2410.533.10602.50.00	Telephone – Land Line phone services	\$172.75
		Check #: 199780		
			Vendor Total:	\$964.88
GENE WATSON	22210	100.108.0000.000.2620.422.10000.00.00	Janitorial / Custodial Services	\$1,256.67
		Check #: 199781		
			Vendor Total:	\$1,256.67
HAMMOND FURNITURE	9000	100.108.0000.000.2620.611.10000.00.00	Tires/Flooring	\$56,337.00
		Check #: 199782		
			Vendor Total:	\$56,337.00
HOME DEPOT	9654	100.121.0000.000.2410.610.10201.10.00	General Supplies	\$259.76
		Check #: 199783		
		100.121.0000.000.2620.610.10201.10.00	General Supplies	\$1,222.13
		Check #: 199783		

Lyon County School District

Voucher Supplement Account Summary

Voucher Batch Number: 1005

08/11/2020

Fiscal Year: 2020-2021

Vendor Remit Name	Vendor #	Account	Description	Amount
		100.127.0000.000.2410.610.10210.10.00 Check #: 199783	General Supplies	\$776.43
		100.127.0000.000.2620.610.10210.10.00 Check #: 199783	General Supplies	\$380.12
		100.164.0000.000.2620.610.10604.32.00 Check #: 199783	General Supplies	\$691.61
			Vendor Total:	\$3,330.05
IMAGING CONCEPTS NORTH	101833	100.127.0000.100.1000.430.10210.10.00 Check #: 199784	Repairs and Maintenance Services	\$225.00
			Vendor Total:	\$225.00
INLAND SUPPLY CO., INC.	10000	100.108.0000.000.2620.610.10000.00.00 Check #: 199785	General Supplies	\$546.48
		100.135.0000.000.2620.610.10305.31.00 Check #: 199785	General Supplies	\$702.59
		100.161.0000.000.2620.610.10601.32.00 Check #: 199785	General Supplies	\$1,351.50
		100.163.0000.920.1000.610.10603.32.00 Check #: 199785	General Supplies	\$582.62
		100.165.0000.000.2620.610.10605.32.00 Check #: 199785	General Supplies	\$27.84
			Vendor Total:	\$3,211.03
INTEGRITY PEST MANAGEMENT, LLC		100.108.0000.000.2630.340.10604.32.00 Check #: 199786	Other Professional Services	\$250.00
			Vendor Total:	\$250.00
IRONCLAD BUILDERS, LLC		100.108.0000.000.2620.430.10303.10.00 Check #: 199787	Repairs and Maintenance Services	\$2,250.00
			Vendor Total:	\$2,250.00
JOHNSTONE SUPPLY	10580			

Lyon County School District

Voucher Supplement Account Summary

Voucher Batch Number: 1005

08/11/2020

Fiscal Year: 2020-2021

Vendor Remit Name	Vendor #	Account	Description	Amount
		100.108.0000.000.2620.610.10602.50.00	General Supplies	\$13.67
		Check #: 199788		
			Vendor Total:	\$13.67
LOWE'S BUSINESS ACCOUNT	11835			
		100.121.0000.000.2410.610.10201.10.00	General Supplies	\$18.54
		Check #: 199789		
		100.123.0000.000.2620.610.10203.10.00	General Supplies	\$164.86
		Check #: 199789		
		100.126.0000.000.2620.610.10206.10.00	General Supplies	\$234.47
		Check #: 199789		
		100.129.0000.000.2620.610.10209.10.00	General Supplies	\$52.05
		Check #: 199789		
		100.134.0000.000.2620.610.10304.20.00	General Supplies	\$310.57
		Check #: 199789		
		100.135.0000.000.2620.610.10305.31.00	General Supplies	\$1,308.58
		Check #: 199789		
		100.161.0000.000.2620.610.10601.32.00	General Supplies	\$821.52
		Check #: 199789		
		100.165.0000.000.2620.610.10605.32.00	General Supplies	\$29.77
		Check #: 199789		
			Vendor Total:	\$2,940.36
LYON COUNTY TREASURER	12044			
		100.108.0000.000.2620.810.10000.00.00	Dues and Fees	\$30.20
		Check #: 199790		
			Vendor Total:	\$30.20
M-F ATHLETIC CO.	94852			
		100.134.0000.000.2410.610.10304.20.00	General Supplies	\$175.00
		Check #: 199791		
			Vendor Total:	\$175.00
M.F. BARCELLOS, INC	1560			
		100.108.0000.000.2620.623.10602.50.00	Bottled Gas	\$703.05
		Check #: 199792		

Lyon County School District

Voucher Supplement Account Summary

Voucher Batch Number: 1005

08/11/2020

Fiscal Year: 2020-2021

Vendor Remit Name	Vendor #	Account	Description	Amount
		100.170.0000.000.2730.626.10000.00.00	Gasoline	\$2,675.40
		Check #: 199792		
			Vendor Total:	\$3,378.45
MAUPIN, COX, & LEGOY	22060	100.101.0000.000.2320.340.10000.00.00	Other Professional Services	\$10,712.50
		Check #: 199793		
			Vendor Total:	\$10,712.50
MENEZES, KRISTIN		280.633.0000.000.2515.610.10000.00.00	General Supplies	\$13.90
		Check #: 199794		
			Vendor Total:	\$13.90
NASSP/NHS	101272	100.161.0000.100.1000.610.10601.32.00	General Supplies	\$385.00
		Check #: 199795		
		100.161.0000.914.1000.810.10601.32.00	Dues and Fees	\$95.00
		Check #: 199795		
			Vendor Total:	\$480.00
PAUL CAVIN ARCHITECT LLC		360.021.0000.000.4300.340.10206.10.00	Other Professional Services	\$6,900.00
		Check #: 199796		
			Vendor Total:	\$6,900.00
PBIS REWARDS		260.091.0000.100.1000.610.10201.10.00	General Supplies	\$1,327.50
		Check #: 199797		
			Vendor Total:	\$1,327.50
PITNEY BOWES INC	98355	100.163.0000.000.2410.531.10603.32.00	Postage	\$99.00
		Check #: 199798		
			Vendor Total:	\$99.00
POSITIVE ACTION INC.		280.633.0000.000.2200.610.10304.20.00	FY20 Title IA SSMS Budget Load	\$2,084.50
		Check #: 199799		

Lyon County School District

Voucher Supplement Account Summary

Voucher Batch Number: 1005

08/11/2020

Fiscal Year: 2020-2021

Vendor Remit Name	Vendor #	Account	Description	Amount
			Vendor Total:	\$2,084.50
PROGRESS PUBLICATIONS INC	16785	100.121.0000.100.1000.610.10201.10.00 Check #: 199800	General Supplies	\$540.00
			Vendor Total:	\$540.00
PURCHASE POWER	16968	100.132.0000.000.2410.531.10302.20.00 Check #: 199801	Postage	\$89.97
		100.163.0000.000.2410.531.10603.32.00 Check #: 199801	Postage	\$145.00
			Vendor Total:	\$234.97
QUALITY CONTROL SYSTEMS	17051	100.108.0000.000.2620.430.10305.31.00 Check #: 199802	Repairs and Maintenance Services	\$142.50
		100.108.0000.000.2620.430.10604.32.00 Check #: 199802	Repairs and Maintenance Services	\$1,330.00
		100.108.0000.000.2620.610.10604.32.00 Check #: 199802	General Supplies	\$77.04
			Vendor Total:	\$1,549.54
R3 COLLABORATIVES, INC. (EDTHENA)		280.709.0000.000.2213.651.10000.00.00 Check #: 199803	FY18 Title IIA Budget Load AMENDMENT	\$10,000.00
			Vendor Total:	\$10,000.00
REALLY GOOD STUFF	17338	100.129.0000.100.1000.610.10209.10.00 Check #: 199804	General Supplies	\$385.42
			Vendor Total:	\$385.42
RICOH AMERICAS CORP	102825	100.101.0000.000.2510.430.10000.00.00 Check #: 199805	Repairs and Maintenance Services	\$27.98
		100.101.0000.610.1000.430.10909.41.00 Check #: 199805	Repairs and Maintenance Services	\$30.30

Lyon County School District

Voucher Supplement Account Summary

Voucher Batch Number: 1005

08/11/2020

Fiscal Year: 2020-2021

Vendor Remit Name	Vendor #	Account	Description	Amount
		100.104.0000.000.2210.430.10000.00.00	Repairs and Maintenance Services	\$26.75
		Check #: 199805		
		100.121.0000.000.2410.430.10201.10.00	Repairs and Maintenance Services	\$33.49
		Check #: 199805		
		100.122.0000.100.1000.430.10202.10.00	Repairs and Maintenance Services	\$495.70
		Check #: 199805		
		100.123.0000.100.1000.430.10203.10.00	Repairs and Maintenance Services	\$5.43
		Check #: 199805		
		100.129.0000.100.1000.430.10209.10.00	Repairs and Maintenance Services	\$112.20
		Check #: 199805		
		100.136.0000.000.2410.430.10208.31.00	Repairs and Maintenance Services	\$458.17
		Check #: 199805		
			Vendor Total:	\$1,190.02
RICOH USA, INC				
		100.135.0000.000.2410.442.10305.31.00	Rental of Equipment and Vehicles	\$378.46
		Check #: 199806		
		100.136.0000.000.2410.442.10208.31.00	Rental of Equipment and Vehicles	\$36.62
		Check #: 199806		
		100.165.0000.000.2410.442.10605.32.00	Rental of Equipment and Vehicles	\$36.62
		Check #: 199806		
			Vendor Total:	\$451.70
SCHOOLMINT INC	102651			
		100.161.0000.100.1000.610.10601.32.00	General Supplies	\$1,352.00
		Check #: 199807		
			Vendor Total:	\$1,352.00
SHRED-IT USA				
		100.101.0000.000.2320.421.10000.00.00	Garbage / Disposal	\$424.68
		Check #: 199808		
		100.106.0000.000.2515.421.10000.00.00	Garbage / Disposal	\$42.00
		Check #: 199808		
			Vendor Total:	\$466.68
SIERRA PACIFIC TURF SUPPLY INC	103177			

Lyon County School District

Voucher Supplement Account Summary

Voucher Batch Number: 1005

08/11/2020

Fiscal Year: 2020-2021

Vendor Remit Name	Vendor #	Account	Description	Amount
		100.108.0000.000.2630.610.10303.10.00	General Supplies	\$509.01
		Check #: 199809		
			Vendor Total:	\$509.01
SILVER SPRINGS G.I.D	19181			
		100.108.0000.000.2620.411.10205.10.00	Water / Sewer	\$760.00
		Check #: 199810		
		100.108.0000.000.2620.411.10304.20.00	Water / Sewer	\$500.00
		Check #: 199810		
		100.108.0000.000.2620.411.10605.32.00	Water / Sewer	\$660.00
		Check #: 199810		
			Vendor Total:	\$1,920.00
SILVER SPRINGS MUTUAL WATER CO	19183			
		100.108.0000.000.2620.411.10205.10.00	Water / Sewer	\$3,426.56
		Check #: 199811		
		100.108.0000.000.2620.411.10304.20.00	Water / Sewer	\$911.28
		Check #: 199811		
		100.108.0000.000.2620.411.10605.32.00	Water / Sewer	\$6,879.72
		Check #: 199811		
		100.170.0000.000.2730.411.10000.00.00	Water / Sewer	\$63.00
		Check #: 199811		
			Vendor Total:	\$11,280.56
STATE OF NEVADA DEPT OF	103209			
		100.102.0000.000.2570.810.10000.00.00	Dues and Fees	\$3,255.00
		Check #: 199812		
			Vendor Total:	\$3,255.00
SUMMIT COMPANIES				
		100.108.0000.000.2620.430.10205.10.00	Repairs and Maintenance Services	\$444.50
		Check #: 199813		
		100.108.0000.000.2620.430.10605.32.00	Repairs and Maintenance Services	\$641.75
		Check #: 199813		
			Vendor Total:	\$1,086.25
TITAN SCHOOL SOLUTIONS				

Lyon County School District

Voucher Supplement Account Summary

Voucher Batch Number: 1005

08/11/2020

Fiscal Year: 2020-2021

Vendor Remit Name	Vendor #	Account	Description	Amount
		290.180.0000.000.3100.352.10000.00.00	Other Technical Services	\$21,613.00
		Check #: 199814		
			Vendor Total:	\$21,613.00
TYLER TECHNOLOGIES, INC.	103232			
		100.102.0000.000.2570.337.10000.00.00	Technology Related Training	\$28,514.00
		Check #: 199815		
			Vendor Total:	\$28,514.00
VALLEY ATHLETICS				
		100.108.0000.000.2620.610.10000.00.00	General Supplies	\$13,563.15
		Check #: 199816		
			Vendor Total:	\$13,563.15
VERIZON WIRELESS_21703	21703			
		100.101.0000.000.2310.535.10000.00.00	Data Communications, Internet, Video, T-lines, etc	\$202.05
		Check #: 199817		
		100.101.0000.000.2320.532.10000.00.00	Voice/Voicemail	\$53.80
		Check #: 199817		
		100.101.0000.000.2510.534.10000.00.00	Telephone - Cell phone services	\$81.02
		Check #: 199817		
		100.101.0000.000.2520.534.10000.00.00	Telephone - Cell phone services	\$37.57
		Check #: 199817		
		100.104.0000.000.2210.534.10000.00.00	Telephone - Cell phone services	\$273.19
		Check #: 199817		
		100.104.0000.000.2210.535.10000.00.00	Data Communications, Internet, Video, T-lines, etc	\$162.64
		Check #: 199817		
		100.106.0000.000.2515.534.10000.00.00	Telephone - Cell phone services	\$53.80
		Check #: 199817		
		100.107.0000.000.2580.534.10000.00.00	Telephone - Cell phone services	\$589.31
		Check #: 199817		
		100.108.0000.000.2620.534.10000.00.00	Telephone - Cell phone services	\$987.13
		Check #: 199817		
		100.125.0000.000.2410.533.10205.10.00	Telephone - Land Line phone services	\$77.98
		Check #: 199817		

Lyon County School District

Voucher Supplement Account Summary

Voucher Batch Number: 1005

08/11/2020

Fiscal Year: 2020-2021

Vendor Remit Name	Vendor #	Account	Description	Amount
		100.170.0000.000.2710.534.10000.00.00 Check #: 199817	Telephone – Cell phone services	\$3,475.41
		250.105.0000.000.2321.535.10000.00.00 Check #: 199817	Data Communications, Internet, Video, T-lines, etc	\$161.64
		280.639.0000.200.1000.535.10000.00.00 Check #: 199817	Data Communications, Internet, Video, T-lines, etc	\$40.63
		290.180.0000.000.3100.534.10000.00.00 Check #: 199817	Telephone – Cell phone services	\$37.57
			Vendor Total:	\$6,233.74
VIDEO COMMUNICATIONS	21731			
		100.170.0000.000.2730.340.10000.00.00 Check #: 199818	Other Professional Services	\$525.00
			Vendor Total:	\$525.00
WARREN REED INSURANCE	22150			
		703.102.0000.000.2310.520.10000.00.00 Check #: 199819	Insurance (Other Than Employee Benefits)	\$52,789.00
			Vendor Total:	\$52,789.00
WELLS FARGO BANK_96568	96568			
		400.101.0000.000.5000.810.10000.00.00 Check #: 199820	Dues and Fees	\$1,250.00
			Vendor Total:	\$1,250.00
WELLS FARGO VENDOR FINANCIAL SERVICES				
		100.101.0000.610.1000.442.10000.00.00 Check #: 199821	Rental of Equipment and Vehicles	\$206.12
		100.164.0000.000.2410.430.10604.32.00 Check #: 199821	Repairs and Maintenance Services	\$6.28
		100.164.0000.000.2410.442.10604.32.00 Check #: 199821	Rental of Equipment and Vehicles	\$133.66
		100.170.0000.000.2710.442.10000.00.00 Check #: 199821	Rental of Equipment and Vehicles	\$29.00
		280.633.0000.000.2515.430.10000.00.00 Check #: 199821	Repairs and Maintenance Services	\$408.82

Lyon County School District

Voucher Supplement Account Summary

Voucher Batch Number: 1005

08/11/2020

Fiscal Year: 2020-2021

Vendor Remit Name	Vendor #	Account	Description	Amount
		280.633.0000.000.2515.442.10000.00.00	Rental of Equipment and Vehicles	\$238.36
		Check #: 199821		
			Vendor Total:	\$1,022.24
WESTERN NEVADA COLLEGE - FAO		830.053.0000.000.2410.890.10000.00.00	Miscellaneous Expenditures	\$571.00
		Check #: 199822		
			Vendor Total:	\$571.00
WORTHEN EQUIPMENT INC.	23007	100.170.0000.000.2730.430.10000.00.00	Repairs and Maintenance Services	\$2,840.23
		Check #: 199823		
			Vendor Total:	\$2,840.23
XCAST LABS, INC.		100.107.0000.000.2580.533.10000.00.00	Telephone - Land Line phone services	\$37.68
		Check #: 199824		
		100.121.0000.000.2410.533.10201.10.00	Telephone - Land Line phone services	\$37.78
		Check #: 199824		
		100.122.0000.000.2410.533.10202.10.00	Telephone - Land Line phone services	\$37.78
		Check #: 199824		
		100.123.0000.000.2410.533.10203.10.00	Telephone - Land Line phone services	\$37.78
		Check #: 199824		
		100.125.0000.000.2410.533.10205.10.00	Telephone - Land Line phone services	\$37.78
		Check #: 199824		
		100.126.0000.000.2410.533.10206.10.00	Telephone - Land Line phone services	\$37.78
		Check #: 199824		
		100.127.0000.000.2410.533.10210.10.00	Telephone - Land Line phone services	\$37.78
		Check #: 199824		
		100.128.0000.000.2410.533.10211.10.00	Telephone - Land Line phone services	\$37.78
		Check #: 199824		
		100.129.0000.000.2410.533.10209.10.00	Telephone - Land Line phone services	\$37.78
		Check #: 199824		
		100.132.0000.000.2410.533.10302.20.00	Telephone - Land Line phone services	\$37.78
		Check #: 199824		

Lyon County School District

Voucher Supplement Account Summary

Voucher Batch Number: 1005

08/11/2020

Fiscal Year: 2020-2021

Vendor Remit Name	Vendor #	Account	Description	Amount
		100.133.0000.000.2410.533.10303.10.00 Check #: 199824	Telephone – Land Line phone services	\$37.78
		100.134.0000.000.2410.533.10304.20.00 Check #: 199824	Telephone – Land Line phone services	\$37.78
		100.135.0000.000.2410.533.10305.31.00 Check #: 199824	Telephone – Land Line phone services	\$37.78
		100.136.0000.000.2410.533.10208.31.00 Check #: 199824	Telephone – Land Line phone services	\$37.78
		100.161.0000.000.2410.533.10601.32.00 Check #: 199824	Telephone – Land Line phone services	\$37.78
		100.162.0000.000.2410.533.10602.50.00 Check #: 199824	Telephone – Land Line phone services	\$37.78
		100.163.0000.000.2410.533.10603.32.00 Check #: 199824	Telephone – Land Line phone services	\$37.78
		100.164.0000.000.2410.533.10604.32.00 Check #: 199824	Telephone – Land Line phone services	\$37.78
		100.165.0000.000.2410.533.10605.32.00 Check #: 199824	Telephone – Land Line phone services	\$37.78
		100.170.0000.000.2710.533.10000.00.00 Check #: 199824	Telephone – Land Line phone services	\$37.78
		230.231.0000.610.1000.533.10601.41.00 Check #: 199824	Telephone – Land Line phone services	\$37.78
		230.231.0000.610.1000.533.10907.41.00 Check #: 199824	Telephone – Land Line phone services	\$37.78
		230.231.0000.610.1000.533.10909.41.00 Check #: 199824	Telephone – Land Line phone services	\$37.78
			Vendor Total:	\$868.84
YERINGTON THEATRE FOR THE ARTS	100157			
		230.231.0000.610.1000.441.10909.41.00 Check #: 199825	Renting Land and Buildings	\$700.00
			Vendor Total:	\$700.00
			Grand Total:	\$630,358.54

End of Report

# Lyon County School District Board Memo

**Date:** August 25, 2020  
**To:** Board of School Trustees  
**From:** Wayne Workman, Superintendent  
**Re:** Fiscal effects of State Revenue Shortfalls and Assembly Bill 3

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**Requested by:**

Harman Bains, Director of Business Services  
Spencer Winward, Finance Manager/Comptroller

**Recommendation**

That the Board of Trustees be made aware of updates to the current financial impact to the Fiscal Year 21 (FY 21) budget and updated numbers of AB 3 from the 2020 Special Legislative Session.

**Background Information**

Covid-19 Pandemic statewide shut down resulted in a 2020 Special Legislative Session. Assembly Bill 3 contained K-12 Education along with the vast majority of statewide budget cuts proposed by Gov. Steve Sisolak. Assembly Bill 3 was approved by the Legislature prior to adjourning.

As a reminder, we took a conservative approach in the development of our budget. We used a flat enrollment estimate of 8856 pupils as well as last year's DSA per pupil number of \$7,724. If you recall from the June meeting this resulted in an estimate of DSA revenue from the state of approximately \$68.4 million. We now know that the state DSA was not as adversely affected as anticipated and will be \$7,836 per student for FY 21.

We are revising our enrollment estimate to 8,730 pupils, an approximate decrease of 1.5%. This provides an estimate of \$68.4 million dollars in DSA revenue. DSA revenue was not affected but we anticipate the deficit to the General Fund to be higher due to potential decreased enrollment and because it will have to absorb some expenditures that have historically been grant funded.

In anticipation of these funding reductions, we have already made a number of changes. Pre-K for the 2020-21 school year is no longer offered. This program was initially grant funded but over the years, progressed to being partially covered by the general fund and various other grant sources. This results in approximately \$140,000 of Zoom grant funding savings.

Additionally, two vacant Content Area Specialists (CAS) positions along with a vacant SPED Program Specialist position will no longer be filled. These were general funded positions and are anticipated to save approximately \$355,000 in salary and benefits expense.

To date, we have received a total of \$1,884,593 from CARES Act Funding. All of this funding has been budgeted to be spent on students, with the bulk, going towards school sites (to replace lost grant funding), and for curriculum and technology. We have purchased 4,000 Chromebooks to achieve 1:1 student to device ratio and help families and students better navigate the Hybrid learning model. CARES Act ESSER Competitive Grant has also been applied for though NDE. Total potential funding to be awarded is unknown at this time.

Preparing for the 2020-21 school year, over \$70,000 worth of PPE has been purchased to help protect our students and staff. All PPE is potentially reimbursable; therefore, we are working with Lyon County to submit PPE costs to Federal Emergency Management Agency (FEMA).

Through strategic management, we have been able to keep a position for all of our employees wishing to return for the 20-21 school year despite the pandemic shutdown and resulting economic downturn. Furthermore, through conservative efforts, wise district leadership, and direction from the Board of Trustees, we have been able to honor our commitments from negotiated agreements to this point including the negotiated 2% cost of living increase (COLA), new hire signing bonuses, and other financial commitments.

We feel it important to mention that enrollment trends nationwide and even in our neighboring school districts are tapering downward as families decide not to send their kids to school for a number of different reasons in the current educational climate. As a large portion of our funding is based on enrollment, a decrease of even 2% can result in an estimated \$1.3 to \$1.5 million impact for our district. The most current survey data of Lyon County students and families indicates a 1.2% enrollment decrease for the 2020-21 school year compared to last year's final enrollment. We anticipate enrollment to potentially dip lower as the school year begins. Depending on where our enrollment lands, additional discussion about budget reductions and cost-saving cuts may be necessary. Additional updates to the board will be provided as more accurate enrollment figures are collected.

**Budget Considerations**

N/A

**Attachments**

AB3

*Respectfully Submitted,  
Harman Bains, Director of Business Services and  
Spencer Winward, Comptroller/Finance Manager*

ASSEMBLY BILL NO. 3—COMMITTEE OF THE WHOLE

JULY 9, 2020

Referred to Committee of the Whole

SUMMARY—Makes various changes relating to state financial administration. (BDR S-8)

FISCAL NOTE: Effect on Local Government: May have Fiscal Impact.  
Effect on the State: No.

~

EXPLANATION – Matter in *bolded italics* is new; matter between brackets ~~omitted material~~ is material to be omitted.

AN ACT relating to state financial administration; reducing certain appropriations and other money budgeted for Fiscal Year 2020-2021; authorizing certain sums appropriated to the Department of Health and Human Services to be transferred among the various budget accounts of the Department under certain circumstances; requiring the transfer of certain money to the State General Fund; revising various provisions relating to the authority for such transfers; authorizing certain expenditures; temporarily suspending the transfer from the State General Fund to the Account to Stabilize the Operation of the State Government for Fiscal Year 2020-2021; temporarily increasing the limitation on the amount of annual leave that certain state employees are authorized to carry forward to the next calendar year; providing for a 1-month suspension during Fiscal Year 2020-2021 of the payment of subsidies by the State to the Public Employees' Benefits Program for group insurance for certain active and retired public officers and employees; requiring state employees to take a certain number of hours of unpaid furlough leave during a certain period of Fiscal Year 2020-2021; providing exceptions and requirements relating to the furlough leave; and providing other matters properly relating thereto.



**Legislative Counsel's Digest:**

1 The Legislature appropriated various sums of money for the support of the  
2 government of the State of Nevada and for other specific purposes during the 2019  
3 Legislative Session. **Sections 1-8, 10-14, 16-56 and 57-81** of this bill reduce  
4 certain appropriations for Fiscal Year 2020-2021.

5 Existing law provides a procedure for the revision of the work program of any  
6 department, institution or agency of the Executive Department of the State  
7 Government. (NRS 353.220) During the remainder of Fiscal Year 2020-2021,  
8 **section 15** of this bill authorizes the transfer of certain sums appropriated to the  
9 Department of Health and Human Services among the various budget accounts of  
10 the Department in the same manner and within the same limits as allowed for  
11 revisions of work programs in NRS 353.220. **Section 15** also provides that the  
12 appropriations made to the Supreme Court of Nevada for Fiscal Year 2019-2020  
13 and Fiscal Year 2020-2021 are available for both fiscal years and authorizes  
14 transfers of such money among certain budget accounts of the Supreme Court and  
15 from one fiscal year to the other upon certain approval.

16 **Section 82** of this bill reduces the current amount of money budgeted for Fiscal  
17 Year 2020-2021 for certain programs and services of various state agencies and  
18 provides for the reversion of those amounts to the State General Fund at the close  
19 of Fiscal Year 2020-2021.

20 **Sections 83-107** of this bill require the State Controller to transfer various sums  
21 of money from certain funds and accounts in Fiscal Year 2020-2021 to the State  
22 General Fund Budget Reserve Account to offset the difference between projected  
23 revenues and collections and to be used only as necessary to meet existing and  
24 future obligations of the State. **Section 108** of this bill provides for the reversion of  
25 those amounts to the State General Fund at the close of Fiscal Year 2020-2021.

26 **Sections 9 and 120-131** of this bill specifically authorize such transfers in  
27 provisions in existing law. **Sections 109-118** of this bill authorize certain additional  
28 expenditures by various state agencies for certain purposes. **Sections 56.5 and**  
29 **118.5** of this bill authorize the Department of Health and Human Services to accept  
30 additional federal money during Fiscal Year 2019-2020 or Fiscal Year 2020-2021  
31 for the Nevada Medicaid budget and the Nevada Check-Up Program budget to  
32 support those budgets without requiring an offsetting decrease in State General  
33 Fund appropriations.

34 The Account to Stabilize the Operation of the State Government, also known as  
35 the Rainy Day Account, is a special revenue fund into which surplus state revenues  
36 are deposited to be used in case of fiscal emergencies. Under existing law, the State  
37 Controller is required to transfer from the State General Fund to the Account to  
38 Stabilize the Operation of the State Government at the beginning of each fiscal year  
39 that begins on or after July 1, 2017, 1 percent of the total anticipated revenue  
40 projected for that fiscal year by the Economic Forum in May of odd-numbered  
41 years, as adjusted by any legislation enacted by the Legislature that affects state  
42 revenue for that fiscal year. (NRS 353.288) **Section 119** of this bill suspends this  
43 transfer to be made for Fiscal Year 2020-2021.

44 Under existing law, employees in the Executive Department of the State  
45 Government are entitled to a prescribed amount of annual leave for each month of  
46 continuous public service. With certain exceptions, existing law provides that any  
47 annual leave in excess of 30 working days must be used before January 1 of the  
48 year following the year in which the annual leave in excess of 30 working days is  
49 accumulated or the amount of annual leave in excess of 30 working days is  
50 forfeited on that date. (NRS 284.350) For purposes of calendar years 2020 and  
51 2021, **sections 123.5 and 135** of this bill increase to 40 working days the limitation  
52 on the amount of annual leave that an employee is authorized to carry forward from  
53 each of those calendar years to the next calendar year.



54 Existing law requires each state agency that participates in the Public  
55 Employees' Benefits Program to pay to the Program a monthly assessment for each  
56 state officer and employee who is employed by the agency on a permanent and full-  
57 time basis and who elects to participate in the Program. (NRS 287.044, 287.0445)  
58 In addition, the State is also required to pay to the Program a portion of the cost of  
59 the premiums or contributions for group insurance for persons who retire with state  
60 service and continue to participate in the Program. (NRS 287.046) The monthly  
61 amounts of these subsidies are established for each fiscal year biennially. (See, e.g.,  
62 chapter 523, Statutes of Nevada 2019, p. 3118) **Section 131.1** of this bill provides  
63 for a state agency premium holiday by requiring that a participating state agency  
64 only pay such subsidies for 11 months in Fiscal Year 2020-2021. Although a  
65 corresponding premium holiday is not provided for the state officers and employees  
66 and retirees in this bill, **section 131.1** specifically provides that those state officers  
67 and employees and retirees must not be required to pay the portion of the cost of  
68 the premiums and contributions that would have otherwise been paid by the State  
69 during the one month of the premium holiday.

70 **Section 131.2** of this bill requires each full-time state employee to take 48  
71 hours of unpaid furlough leave, and part-time employees to take a proportional  
72 amount of such hours, during the period between January 1, 2021, and June 30,  
73 2021, unless: (1) the employee's position is exempted from this requirement  
74 pursuant to **section 131.4** of this bill because the employee is determined to fill a  
75 position of critical need; or (2) the employee is employed by the Department of  
76 Tourism and Cultural Affairs and has a standard workweek of 32 hours or less. If  
77 an employee's position is exempted from the furlough requirement, **section 131.4**  
78 requires that the employee's salary be reduced by 4.6 percent during the period  
79 between January 1, 2021, and June 30, 2021, that the position is not subject to  
80 furlough leave. **Section 131.3** of this bill provides that state employees and  
81 employees of the other employers who participate in the Public Employees'  
82 Retirement System who take furlough leave due to extreme financial need are held  
83 harmless in the accumulation of retirement service credit and reported salary for  
84 purposes of their retirement. **Sections 134.5 and 135** of this bill eliminate the  
85 furlough leave requirements if the State of Nevada receives certain federal money.

86 **Section 131.6** of this bill provides that if additional federal money is made  
87 available to the State of Nevada, the Chief of the Budget Division of the Office of  
88 Finance is required to disburse the money to restore budgetary reductions in this  
89 bill and other purposes in a prescribed priority order.

90 **Section 132** of this bill provides that the provisions of this bill do not apply to  
91 the extent that they would constitute an impairment of the rights of holders of  
92 bonds or similar obligations issued by the State.

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THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN  
SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

1 **Section 1.** Section 3.8 of chapter 636, Statutes of Nevada  
2 2019, at page 4512, is hereby amended to read as follows:

3 Sec. 3.8. 1. There is hereby appropriated from the  
4 State General Fund to the Nevada Commission on Mentoring  
5 created by NRS 385.760, as amended by section 1 of ~~this~~  
6 ~~act.~~ *chapter 636, Statutes of Nevada 2019, at page 4508*, for  
7 the purpose of awarding grants of money to mentorship  
8 programs in accordance with the provisions of NRS 385.780,



as amended by section 3 of ~~[this act.]~~ *chapter 636, Statutes of Nevada 2019, at page 4510*, the following ~~[sums:]~~ *sum:*

For the Fiscal Year 2019-2020..... \$25,000  
~~[For the Fiscal Year 2020-2021 ..... \$25,000]~~

2. Any *remaining* balance of the ~~[sums]~~ *sum* appropriated by subsection 1 ~~[remaining at the end of the respective fiscal years]~~ must not be committed for expenditure after June 30 ~~[of the respective fiscal years]~~ , *2020*, by the entity to which the appropriation is made or any entity to which money from the appropriation is granted or otherwise transferred in any manner, and any portion of the appropriated money remaining must not be spent for any purpose after September 18, 2020, ~~[and September 17, 2021, respectively.]~~ by either the entity to which the money was appropriated or the entity to which the money was subsequently granted or transferred, and must be reverted to the State General Fund on or before September 18, 2020 . ~~[ and September 17, 2021, respectively.]~~

**Sec. 2.** Section 133.3 of chapter 633, Statutes of Nevada 2019, at page 4487, is hereby amended to read as follows:

Sec. 133.3. 1. There is hereby appropriated from the State General Fund to the Division of Parole and Probation of the Department of Public Safety for personnel costs for quality assurance, data tracking, record sealing and tracking the following ~~[sums:]~~ *sum:*

For the Fiscal Year 2019-2020..... \$344,542  
~~[For the Fiscal Year 2020-2021 ..... \$421,466]~~

2. Any *remaining* balance of the ~~[sums]~~ *sum* appropriated by subsection 1 ~~[remaining at the end of the respective fiscal years]~~ must not be committed for expenditure after June 30 ~~[of the respective fiscal years]~~ , *2020*, by the entity to which the appropriation is made or any entity to which money from the appropriation is granted or otherwise transferred in any manner, and any portion of the appropriated money remaining must not be spent for any purpose after September 18, 2020, ~~[and September 17, 2021, respectively.]~~ by either the entity to which the money was appropriated or the entity to which the money was subsequently granted or transferred, and must be reverted to the State General Fund on or before September 18, 2020 . ~~[ and September 17, 2021, respectively.]~~

**Sec. 3.** Section 1.5 of chapter 615, Statutes of Nevada 2019, at page 4015, is hereby amended to read as follows:

Sec. 1.5. 1. There is hereby appropriated from the State General Fund to the Lou Ruvo Center for Brain Health



1 for operations and educational programs to restore funding  
2 previously received by the Center for this purpose from the  
3 University of Nevada, Reno, School of Medicine the  
4 following ~~[sums:]~~ *sum*:

5 For the Fiscal Year 2019-2020..... \$542,343  
6 ~~[For the Fiscal Year 2020-2021 ..... \$542,343]~~

7 2. Any remaining balance of the appropriation made by  
8 subsection 1 must not be committed for expenditure after  
9 June 30, 2021, by the entity to which the appropriation is  
10 made or any entity to which money from the appropriation is  
11 granted or otherwise transferred in any manner, and any  
12 portion of the appropriated money remaining must not be  
13 spent for any purpose after September 17, 2021, by either the  
14 entity to which the money was appropriated or the entity to  
15 which the money was subsequently granted or transferred,  
16 and must be reverted to the State General Fund on or before  
17 September 17, 2021.

18 **Sec. 4.** Section 7 of chapter 615, Statutes of Nevada 2019, at  
19 page 4017, is hereby amended to read as follows:

20 Sec. 7. 1. There is hereby appropriated from the State  
21 General Fund the sum of \$3,111,192 in Fiscal Year 2019-  
22 2020 ~~[and the sum of \$6,464,376 in Fiscal Year 2020-2021]~~  
23 to Nevada Medicaid within the Division of Health Care  
24 Financing and Policy of the Department of Health and  
25 Human Services for costs related to increasing the acute care  
26 per diem reimbursement rates, excluding the per diem rates  
27 for neonatal and pediatric intensive care units, by a total of  
28 2.5 percent, effective January 1, 2020, from the  
29 reimbursement rate paid by the Division for such services in  
30 Fiscal Year 2018-2019.

31 2. There is hereby appropriated from the State General  
32 Fund the sum of \$1,386 in Fiscal Year 2019-2020 ~~[and the~~  
33 ~~sum of \$5,869 in Fiscal Year 2020-2021]~~ to the Nevada  
34 Check-Up Program of the Division of Health Care Financing  
35 and Policy of the Department of Health and Human Services  
36 for costs related to increasing the acute care per diem  
37 reimbursement rates, excluding the per diem rates for  
38 neonatal and pediatric intensive care units, by a total of 2.5  
39 percent, effective January 1, 2020, from the reimbursement  
40 rate paid by the Division for such services in Fiscal Year  
41 2018-2019.

42 3. The sums appropriated by subsections 1 and 2 are  
43 available for both Fiscal Year 2019-2020 and Fiscal Year  
44 2020-2021, and may be transferred from ~~[one fiscal year to~~  
45 ~~the other]~~ *Fiscal Year 2019-2020 to Fiscal Year 2020-2021*



with the approval of the Interim Finance Committee upon the recommendation of the Governor.

4. Any remaining balance of the appropriations made by subsections 1 and 2 must not be committed for expenditure after June 30, 2021, by the entity to which the appropriation is made or any entity to which money from the appropriation is granted or otherwise transferred in any manner, and any portion of the appropriated money remaining must not be spent for any purpose after September 17, 2021, by either the entity to which the money was appropriated or the entity to which the money was subsequently granted or transferred, and must be reverted to the State General Fund on or before September 17, 2021.

5. There is hereby authorized for expenditure from the money not appropriated from the State General Fund or the State Highway Fund by the Division of Health Care Financing and Policy of the Department of Health and Human Services the sum of \$8,150,534 during Fiscal Year 2019-2020 ~~and the sum of \$16,335,323 during Fiscal Year 2020-2021~~ for Nevada Medicaid for costs related to increasing the acute care per diem reimbursement rates, excluding the per diem rates for neonatal and pediatric intensive care units, by a total of 2.5 percent, effective January 1, 2020, from the reimbursement rate paid by the Division for such services in Fiscal Year 2018-2019.

6. There is hereby authorized for expenditure from the money not appropriated from the State General Fund or the State Highway Fund by the Division of Health Care Financing and Policy of the Department of Health and Human Services the sum of \$11,553 during Fiscal Year 2019-2020 ~~and the sum of \$20,298 during Fiscal Year 2020-2021~~ for the Nevada Check-Up Program for costs related to increasing the acute care per diem reimbursement rates, excluding the per diem rates for neonatal and pediatric intensive care units, by a total of 2.5 percent, effective January 1, 2020, from the reimbursement rate paid by the Division for such services in Fiscal Year 2018-2019.

**Sec. 5.** Section 11 of chapter 615, Statutes of Nevada 2019, at page 4020, is hereby amended to read as follows:

Sec. 11. 1. There is hereby appropriated from the State General Fund to the School Safety Account the following sums:

For the Fiscal Year 2019-2020..... \$1,358,455  
For the Fiscal Year 2020-2021...~~[\$1,358,455]~~ **\$638,455**



2. The Department of Education shall transfer money from the appropriation made by subsection 1 to school districts and charter schools for block grants for contract or employee social workers or other licensed mental health workers in schools with identified needs. The money must not be used for administrative expenditures of the Department of Education.

3. For purposes of the allocations of sums for the block grant program described in subsection 2, eligible licensed social workers or other mental health workers include the following:

- (a) Licensed clinical social worker;
- (b) Social worker;
- (c) Social worker intern with supervision;
- (d) Clinical psychologist;
- (e) Psychologist intern with supervision;
- (f) Marriage and family therapist;
- (g) Mental health counselor;
- (h) Community health worker;
- (i) School-based health centers; and
- (j) Licensed nurse.

4. The money appropriated by subsection 1 must be expended in accordance with NRS 353.150 to 353.246, inclusive, concerning the allotment, transfer, work program and budget. Transfers to and allotments from must be allowed and made in accordance with NRS 353.215 to 353.225, inclusive, after separate consideration of the merits of each request.

5. Any remaining balance of the sums transferred by subsection 2 for Fiscal Year 2019-2020 and Fiscal Year 2020-2021 must not be committed for expenditure after June 30 of each fiscal year and must be reverted to the State General Fund on or before September 18, 2020, and September 17, 2021, for each fiscal year respectively.

**Sec. 6.** Section 12 of chapter 615, Statutes of Nevada 2019, at page 4021, is hereby amended to read as follows:

Sec. 12. 1. There is hereby appropriated from the State General Fund to the School Safety Account the following sums:

For the Fiscal Year 2019-2020.....	\$2,750,000
For the Fiscal Year 2020-2021...	<del>[\$2,750,000]</del> <b>\$792,664</b>

2. The Department of Education shall transfer money from the appropriation made by subsection 1 to provide grants to public schools to employ and equip school resource officers or school police officers in schools with identified



needs on the basis of data relating to school discipline, violence, climate and vulnerability and the ability of the public school to hire school resource officers or school police officers. The money must not be used for administrative expenditures of the Department of Education.

3. The money transferred pursuant to subsection 2:

(a) Must be accounted for separately from any other money received by the school districts and charter schools of this State and used only for the purposes specified in subsection 2.

(b) May not be used to settle or arbitrate disputes between a recognized organization representing employees of a school district and the school district, or to settle any negotiations.

(c) May not be used to adjust the district-wide schedules of salaries and benefits of the employees of a school district.

4. Any remaining balance of the appropriation made by subsection 1 for Fiscal Year 2019-2020 must be transferred and added to the money appropriated for Fiscal Year 2020-2021 and may be expended as that money is expended.

5. Any remaining balance of the appropriation made by subsection 1 for Fiscal Year 2020-2021, including any money added thereto pursuant to the provisions of subsection 4, must not be committed for expenditure after June 30, 2021, and must be reverted to the State General Fund on or before September 17, 2021.

**Sec. 7.** Section 13 of chapter 615, Statutes of Nevada 2019, at page 4021, is hereby amended to read as follows:

Sec. 13. 1. There is hereby appropriated from the State General Fund to the School Safety Account the following ~~[sums:]~~ *sum*:

For the Fiscal Year 2019-2020..... \$2,350,000  
~~[For the Fiscal Year 2020-2021 ..... \$2,350,000]~~

2. The money appropriated by subsection 1 must be used by the Department of Education to support the implementation of a program of social, emotional and academic development throughout the public schools in this State, including, without limitation, the development and implementation of a strategic plan to carry out full implementation of such programs within 5 years.

3. Any *remaining* balance of the ~~[sums]~~ *sum* appropriated by subsection 1 ~~[remaining at the end of the respective fiscal years]~~ must not be committed for expenditure after June 30 ~~[of the respective fiscal years]~~ , 2020, by the entity to which the appropriation is made or any entity to which money from the appropriation is granted or



1 otherwise transferred in any manner, and any portion of the  
2 appropriated money remaining must not be spent for any  
3 purpose after September 18, 2020, ~~and September 17, 2021,~~  
4 ~~respectively,]~~ by either the entity to which the money was  
5 appropriated or the entity to which the money was  
6 subsequently granted or transferred, and must be reverted to  
7 the State General Fund on or before September 18, 2020 . ~~]~~  
8 ~~and September 17, 2021, respectively.]~~

9 **Sec. 8.** Section 2 of chapter 597, Statutes of Nevada 2019, at  
10 page 3900, is hereby amended to read as follows:

11 Sec. 2. There is hereby appropriated from the State  
12 General Fund to the Office of Historic Preservation of the  
13 State Department of Conservation and Natural Resources for  
14 carrying out the technical advisory program established  
15 pursuant to section 1 of ~~[this act]~~ *chapter 597, Statutes of*  
16 *Nevada 2019, at page 3899*, the following ~~[sums:]~~ *sum:*

17 For the Fiscal Year 2019-2020..... \$10,000  
18 ~~[[For the Fiscal Year 2020-2021 ..... \$20,000]]~~

19 **Sec. 9.** Section 1.5 of chapter 575, Statutes of Nevada 2019, at  
20 page 3708, is hereby amended to read as follows:

21 Sec. 1.5. There is hereby created in the State Treasury a  
22 special fund which shall be designated as the Grant Matching  
23 Fund.

24 1. The Grant Matching Fund shall hold appropriated  
25 money in trust for the exclusive purpose of providing grants  
26 to state agencies, local governments, tribal governments and  
27 nonprofit organizations to satisfy federal and  
28 nongovernmental organization grant matching requirements  
29 ~~]~~ *and for any other purpose authorized by the Legislature.*

30 2. The Interim Finance Committee must authorize the  
31 transfer of money from the Grant Matching Fund before the  
32 acceptance of a federal grant award greater than \$150,000 or  
33 a nongovernmental organization grant award greater than  
34 \$20,000.

35 **Sec. 10.** Section 33.5 of chapter 574, Statutes of Nevada 2019,  
36 at page 3706, is hereby amended to read as follows:

37 Sec. 33.5. 1. There is hereby appropriated from the  
38 State General Fund to the State Department of Conservation  
39 and Natural Resources for the personnel and operating costs  
40 of the Division of Outdoor Recreation in the Department  
41 created by section 15 of ~~[this act]~~ *chapter 574, Statutes of*  
42 *Nevada 2019, at page 3703*, the following sums:

43 For the Fiscal Year 2019-2020..... \$208,911  
44 For the Fiscal Year 2020-2021..... ~~[\$448,293]~~ *\$294,048*



2. Any balance of the sums appropriated by subsection 1 remaining at the end of the respective fiscal years must not be committed for expenditure after June 30 of the respective fiscal years by the entity to which the appropriation is made or any entity to which money from the appropriation is granted or otherwise transferred in any manner, and any portion of the appropriated money remaining must not be spent for any purpose after September 18, 2020, and September 17, 2021, respectively, by either the entity to which the money was appropriated or the entity to which the money was subsequently granted or transferred, and must be reverted to the State General Fund on or before September 18, 2020, and September 17, 2021, respectively.

**Sec. 11.** (Deleted by amendment.)

**Sec. 12.** Section 1 of chapter 553, Statutes of Nevada 2019, at page 3457, is hereby amended to read as follows:

Section 1. 1. There is hereby appropriated from the State General Fund to the Other State Education Programs Account in the State General Fund for the cost of creating and maintaining programs for school gardens that meet the requirements of subsection 4 the following ~~sums:~~ **sum:**

For the Fiscal Year 2019-2020..... \$410,000  
~~[For the Fiscal Year 2020-2021 ..... \$205,000]~~

2. The Department of Education shall allocate the money appropriated by subsection 1 to nonprofit organizations which meet the requirements of subsection 3 to provide at the qualifying school a program for a school garden which meets the requirements set forth in subsection 4.

3. For a nonprofit organization to receive an allocation of money pursuant to subsection 2 to provide a program for a school garden, the school at which the program will be implemented must be a Title I school, as defined in NRS 385A.040.

4. For a nonprofit organization to receive an allocation of money to provide a program for a school garden pursuant to subsection 2, the program must:

(a) Create and maintain a school garden at the school.

(b) Have a curriculum that:

(1) Includes a comprehensive science, technology, engineering and mathematics school garden program. Such a program must include, without limitation, a science, technology, engineering and mathematics curriculum for outdoor or hydroponic gardens for pupils in kindergarten



1 through grade 5 that is tailored to pupils of the appropriate  
2 grade levels at the school;

3 (2) Is written specifically for Nevada and the desert  
4 environment of Nevada;

5 (3) Complies with the standards of content and  
6 performance for a course of study in science adopted by the  
7 State Board of Education pursuant to NRS 389.520;

8 (4) Uses experiential learning or project-based  
9 learning to teach science, technology, engineering, arts and  
10 mathematics;

11 (5) Is designed with the assistance of teachers and  
12 other educational personnel with experience at the  
13 appropriate grade levels at the school; and

14 (6) Involves supervised learning experiences for the  
15 pupils at the school in a classroom and a school garden.

16 (c) Provide the school with assistance from members of  
17 the community, including without limitation, trained  
18 educators, local farmers and local chefs.

19 (d) Provide pupils with the:

20 (1) Ability to operate a farmer's market to sell the  
21 produce from the school garden; and

22 (2) Opportunity to have a local chef or employee of a  
23 school who works in food services demonstrate how to cook a  
24 meal using the produce grown from the school garden.

25 (e) Establish garden teams comprised of teachers and, if  
26 such persons are available, parents and members of the  
27 community. Each garden team shall meet at least once each  
28 month.

29 (f) Require any local nonprofit or community-based  
30 organization which will provide services to implement the  
31 program for a school garden to have at least 2 years of  
32 experience implementing such a program.

33 5. Money allocated pursuant to subsection 2 may be  
34 used to:

35 (a) Provide professional development for teachers  
36 regarding the:

37 (1) Use of a school garden to teach pupils with  
38 disabilities, including, without limitation, training for  
39 teaching such pupils science, technology, engineering and  
40 mathematics curriculum and vocational training to create a  
41 career path in horticulture;

42 (2) Development and implementation of science,  
43 technology, engineering, arts and mathematics curricula that  
44 incorporate the use of a school garden;



(3) Development and implementation of training that may be provided to a group or individually to teachers in how to establish and maintain school gardens to increase the time teachers allocate to teaching science, technology, engineering and mathematics; and

(4) Development and implementation of a food safety plan designed to ensure that food grown in a school garden is properly handled and safe to sell and consume;

(b) Pay for any travel expenses associated with the attendance of a teacher at any training or conference relating to school gardens; and

(c) Pay for the costs of a conference regarding school gardens held in this State.

6. As used in this section, "school garden" includes, without limitation, a hydroponic garden.

**Sec. 13.** Section 2 of chapter 553, Statutes of Nevada 2019, at page 3458, is hereby amended to read as follows:

Sec. 2. Upon acceptance of the money allocated pursuant to section 1 of ~~[this act.]~~ *chapter 553, Statutes of Nevada 2019, at page 3457*, a nonprofit organization agrees to:

1. Prepare and transmit a report to the Interim Finance Committee on or before October 1, 2020, that describes each expenditure made from the money allocated pursuant to section 1 of ~~[this act.]~~ *chapter 553, Statutes of Nevada 2019, at page 3457*, from the date on which the money was received by the nonprofit organization through June 30, 2020; *and*

2. ~~[Prepare and transmit a final report to the Interim Finance Committee on or before October 1, 2021, that describes each expenditure made from the money allocated pursuant to section 1 of this act from the date on which the money was received by the nonprofit organization through June 30, 2021; and~~

~~—3.]~~ Upon request of the Legislative Commission, make available to the Legislative Auditor any of the books, accounts, claims, reports, vouchers or other records of information, confidential or otherwise, of the nonprofit organization, regardless of their form or location, that the Legislative Auditor deems necessary to conduct an audit of the use of the money allocated pursuant to section 1 of ~~[this act.]~~ *chapter 553, Statutes of Nevada 2019, at page 3457*.

**Sec. 14.** Section 3 of chapter 553, Statutes of Nevada 2019, at page 3459, is hereby amended to read as follows:

Sec. 3. Any *remaining* balance of the ~~[sums]~~ *sum* appropriated by section 1 of ~~[this act remaining at the end of~~



~~the respective fiscal years] chapter 553, Statutes of Nevada 2019, at page 3457, must not be committed for expenditure after June 30 [of the respective fiscal years] , 2020, by the entity to which the appropriation is made or any entity to which money from the appropriation is granted or otherwise transferred in any manner, and any portion of the appropriated money remaining must not be spent for any purpose after September 18, 2020, [and September 17, 2021, respectively.] by either the entity to which the money was appropriated or the entity to which the money was subsequently granted or transferred, and must be reverted to the State General Fund on or before September 18, 2020 . † and September 17, 2021, respectively.]~~

**Sec. 15.** Chapter 544, Statutes of Nevada 2019, at page 3341, is hereby amended by adding thereto two new sections to be designated as sections 50.5 and 56.5, respectively, immediately following sections 50 and 56, respectively, to read as follows:

*Sec. 50.5. The sums appropriated to the Supreme Court of Nevada by section 11 of chapter 544, Statutes of Nevada 2019, at page 3343, for the support of the Specialty Court, the Supreme Court of Nevada, the Supreme Court Law Library, the Judicial Programs and Services Division, the Senior Justice and Senior Judge Program, the State Judicial Elected Officials and the Court of Appeals are available for both Fiscal Year 2019-2020 and Fiscal Year 2020-2021, and may be transferred among those budget accounts and from one fiscal year to the other with the approval of a committee of at least three Supreme Court Justices appointed by the Chief Justice which may include, without limitation, the Chief Justice.*

*Sec. 56.5. In addition to transfers made pursuant to sections 51 to 56, inclusive, of chapter 544, Statutes of Nevada 2019, at page 3354, the sums appropriated to the Department of Health and Human Services by section 17 of chapter 544, Statutes of Nevada 2019, at page 3345, may be transferred among the various budget accounts of the Department of Health and Human Services in the same manner and within the same limits as allowed for revisions of work programs in NRS 353.220.*

**Sec. 16.** Section 2 of chapter 544, Statutes of Nevada 2019, at page 3341, is hereby amended to read as follows:



Sec. 2. The Office and Mansion of the Governor.

For the support of the:

	<u>2019-2020</u>	<u>2020-2021</u>	
Office of the Governor .....	\$2,733,781	<del>[\$2,768,567]</del>	<i>\$2,658,567</i>
Office for New Americans .....	176,285	<del>[196,082]</del>	<i>155,899</i>
Office of the Nevada Sentencing Commission .....	404,492	<del>[488,311]</del>	<i>390,172</i>
Commission for Persons Who Are Deaf .....	25,000	25,000	
Governor's Office of Finance .....	4,026,488	<del>[4,580,881]</del>	<i>4,500,731</i>
Office of Indigent Defense Services .....	730,732	<del>[925,392]</del>	<i>900,208</i>
Governor's Office of Finance - Special Appropriations .....	5,275,000	<del>[5,250,000]</del>	<i>4,415,000</i>
Division of Internal Audits .....	1,680,294	<del>[1,743,158]</del>	<i>1,233,700</i>
SMART 21 .....	2,129,463	<del>[2,059,147]</del>	<i>1,743,122</i>
Governor's Mansion .....	340,671	<del>[374,414]</del>	<i>350,414</i>
High Level Nuclear Waste .....	1,326,582	<del>[1,441,612]</del>	<i>1,334,374</i>
Governor's Office of Energy .....	100	100	
Office of Science, Innovation and Technology .....	4,121,613	<del>[4,139,459]</del>	<i>3,352,962</i>
Governor's Office of Workforce Innovation:			
Office of Workforce Innovation .....	2,541	<del>[2,541]</del>	<i>2,058</i>
Nevada P20 Workforce Reporting .....	873,633	<del>[877,402]</del>	<i>710,695</i>
Western Interstate Commission for Higher Education: Administration .....	400,983	<del>[425,265]</del>	<i>335,313</i>
Loans and Stipends .....	836,134	<del>[842,512]</del>	<i>662,098</i>



1 **Sec. 17.** Section 3 of chapter 544, Statutes of Nevada 2019, at  
2 page 3342, is hereby amended to read as follows:

3 Sec. 3. The Office of Lieutenant Governor.

4 2019-2020 2020-2021

5 For the support of the  
6 Office of the Lieutenant

7 Governor..... \$713,060 [~~\$747,758~~] \$727,621

8 **Sec. 18.** Section 4 of chapter 544, Statutes of Nevada 2019, at  
9 page 3342, is hereby amended to read as follows:

10 Sec. 4. The Office of Attorney General.

11 For the support of the:

12 Attorney General

13 Administration..... \$4,010,501 [~~\$2,406,627~~] \$2,250,300

14 Special Litigation

15 Account..... 865,046 [~~950,067~~] 814,389

16 Medicaid Fraud

17 Control Unit..... 100 100

18 Crime Prevention..... 539,535 563,796

19 Office of the

20 Extradition

21 Coordinator..... 494,621 494,731

22 Bureau of Consumer

23 Protection..... 749,070 [~~788,824~~] 684,602

24 Advisory Council for

25 Prosecuting

26 Attorneys..... 100 100

27 Grants Unit..... 23,715 [~~23,977~~] 14,977

28 Victims of Domestic

29 Violence ..... 50,673 64,158

30 **Sec. 19.** Section 5 of chapter 544, Statutes of Nevada 2019, at  
31 page 3342, is hereby amended to read as follows:

32 Sec. 5. The Office of Secretary of State.

33 For the support of the:

34 Office of the Secretary

35 of State ..... \$17,424,026 [~~\$18,355,760~~] \$15,204,823

36 HAVA Election

37 Reform ..... 996,842 [~~1,045,153~~] 849,316

38 **Sec. 20.** Section 6 of chapter 544, Statutes of Nevada 2019, at  
39 page 3342, is hereby amended to read as follows:

40 Sec. 6. The Office of State Treasurer.

41 For the support of the

42 Office of the State

43 Treasurer..... \$621,451 [~~\$629,223~~] \$427,947



1 **Sec. 21.** Section 7 of chapter 544, Statutes of Nevada 2019, at  
2 page 3342, is hereby amended to read as follows:

3 Sec. 7. The Office of State Controller.

4 2019-2020 2020-2021

5 For the support of the  
6 Office of the State

7 Controller..... \$5,335,084 [~~\$5,505,823~~] \$4,955,241

8 **Sec. 22.** Section 8 of chapter 544, Statutes of Nevada 2019, at  
9 page 3342, is hereby amended to read as follows:

10 Sec. 8. Department of Administration.

11 For the support of the:

12 Merit Award Board ..... \$3,621 [~~\$1,128~~] \$67

13 National Judicial  
14 College and

15 National Council of  
16 Juvenile and Family

17 Court Judges ..... 467,500 [~~387,500~~] 333,250

18 Director's Office ..... 91,207 [~~109,866~~] 88,278

19 State Public Works  
20 Division - Marlette

21 Lake ..... 100 100

22 State Public Works  
23 Division - Facility

24 Condition and  
25 Analysis ..... 388,214 [~~392,627~~] 388,771

26 State Library ..... 2,745,765 [~~2,803,246~~] 2,666,361

27 Archives and Public  
28 Records ..... 1,577,891 [~~1,608,211~~] 1,403,680

29 Office of Grant  
30 Procurement,

31 Coordination and  
32 Management ..... 766,756 [~~770,757~~] 375,190

33 **Sec. 23.** Section 9 of chapter 544, Statutes of Nevada 2019, at  
34 page 3342, is hereby amended to read as follows:

35 Sec. 9. Department of Taxation.

36 For the support of the  
37 Department of

38 Taxation ..... \$36,780,540 [~~\$38,351,429~~] \$35,539,843

39 **Sec. 24.** Section 10 of chapter 544, Statutes of Nevada 2019,  
40 at page 3343, is hereby amended to read as follows:

41 Sec. 10. Legislative Fund.

42 For *Fiscal Year 2019-2020 for* the support of the:

43 Legislative

44 Commission ..... \$297,247 [~~\$209,763~~]

45 Audit Division ..... 4,170,676 [~~4,337,862~~]



	<u>2019-2020</u>	<u>2020-2021</u>	
1			
2			Administrative
3	\$10,455,548	<del>[\$10,636,902]</del>	Division.....
4	11,466,714	<del>[10,565,621]</del>	Legal Division.....
5	5,363,045	<del>[5,421,829]</del>	Research Division.....
6			Fiscal Analysis
7	4,289,365	<del>[4,171,679]</del>	Division.....
8			Interim Legislative
9	975,969	<del>[790,801]</del>	Operations.....
10	<i>For Fiscal Year 2020-2021 for the support of the:</i>		
11	<i>Legislative Counsel</i>		
12			<i>Bureau ..... \$30,954,498</i>
13	<b>Sec. 25.</b> Section 11 of chapter 544, Statutes of Nevada 2019,		
14	at page 3343, is hereby amended to read as follows:		
15	Sec. 11. Supreme Court of Nevada.		
16	For the support of the:		
17	\$3,640,718	\$4,384,251	Specialty Court.....
18			Supreme Court of
19	7,726,354	<del>[7,708,487]</del>	Nevada ..... <i>6,987,463</i>
20			Supreme Court Law
21	1,883,264	<del>[1,932,457]</del>	Library..... <i>1,874,074</i>
22			Judicial Programs and
23	1,370,185	<del>[1,432,979]</del>	Services Division..... <i>1,113,357</i>
24			Judicial Retirement
25	1,337,285	1,505,006	System State Share.....
26			Senior Justice and
27			Senior Judge
28	1,025,708	<del>[1,023,348]</del>	Program..... <i>923,348</i>
29			State Judicial Elected
30	22,745,089	<del>[22,946,133]</del>	Officials..... <i>22,216,608</i>
31	3,129,363	<del>[3,031,831]</del>	Court of Appeals..... <i>2,985,577</i>
32	<b>Sec. 26.</b> Section 12 of chapter 544, Statutes of Nevada 2019,		
33	at page 3343, is hereby amended to read as follows:		
34	Sec. 12. Commission on Judicial Discipline.		
35	For the support of the		
36			Commission on Judicial
37	\$960,109	<del>[\$964,109]</del>	Discipline..... <i>\$928,691</i>
38	<b>Sec. 27.</b> Section 13 of chapter 544, Statutes of Nevada 2019,		
39	at page 3343, is hereby amended to read as follows:		
40	Sec. 13. Governor's Office of Economic Development.		
41	For the support of the:		
42			Governor's Office of
43			Economic
44	\$7,701,185	<del>[\$7,672,425]</del>	Development..... <i>\$6,532,553</i>



	<u>2019-2020</u>	<u>2020-2021</u>
1 Rural Community		
2 Development.....	\$180,091	\$180,555
3 Procurement		
4 Outreach Program ...	132,316	135,931
5 Knowledge Account...	2,500,000	0
6 Workforce		
7 Innovations for a		
8 New Nevada		
9 Account.....	4,000,000	<del>[2,000,000]</del> 0

10 **Sec. 28.** Section 14 of chapter 544, Statutes of Nevada 2019,  
 11 at page 3343, is hereby amended to read as follows:

12 **Sec. 14.** Department of Tourism and Cultural Affairs.

13 For the support of the:

14 Museums and History		
15 Administration.....	\$474,040	\$230,626
16 Nevada Historical		
17 Society, Reno.....	288,623	<del>[297,067]</del> 249,464
18 Nevada State		
19 Museum, Carson		
20 City.....	742,261	<del>[762,216]</del> 666,960
21 Nevada State		
22 Museum, Las Vegas...	710,568	<del>[729,900]</del> 603,691
23 Lost City Museum .....	196,748	202,374
24 Nevada State		
25 Railroad Museums ..	546,721	564,301
26 Nevada Arts Council .....	513,474	<del>[518,344]</del> 448,408
27 Nevada Humanities....	125,000	125,000
28 Nevada Indian		
29 Commission.....	239,140	<del>[247,990]</del> 191,114
30 Stewart Indian School		
31 Living Legacy.....	119,093	<del>[115,480]</del> 108,968

32 **Sec. 29.** Section 15 of chapter 544, Statutes of Nevada 2019,  
 33 at page 3344, is hereby amended to read as follows:

34 **Sec. 15.** Department of Education.

35 For the support of the:

36 Office of the		
37 Superintendent.....	\$2,200,089	<del>[\$2,016,543]</del> \$1,643,038
38 Parental Involvement		
39 and Family		
40 Engagement .....	149,719	<del>[162,528]</del> 155,401
41 Office of Early		
42 Learning and		
43 Development.....	20,777,239	<del>[20,798,591]</del> 14,485,433
44 Literacy Programs .....	669,605	<del>[711,773]</del> 563,008



	<u>2019-2020</u>	<u>2020-2021</u>	
1			
2	Student and School		
3	Support.....	\$938,244	<del>[\$1,238,228]</del> <i>\$876,529</i>
4	Standards and		
5	Instructional		
6	Support.....	1,124,333	<del>[1,102,877]</del> <i>1,005,650</i>
7	District Support		
8	Services.....	1,293,053	<del>[1,389,810]</del> <i>1,196,883</i>
9	Career and Technical		
10	Education.....	746,567	<del>[746,567]</del> <i>726,439</i>
11	Continuing		
12	Education.....	700,988	677,794
13	Individuals with		
14	Disabilities		
15	Education Act.....	166,499	<del>[178,072]</del> <i>176,587</i>
16	Assessments and		
17	Accountability.....	14,518,617	<del>[14,753,249]</del> <i>13,662,467</i>
18	Educator		
19	Effectiveness.....	663,639	<del>[699,089]</del> <i>693,245</i>
20	Data Systems		
21	Management.....	2,824,703	<del>[2,854,812]</del> <i>2,853,432</i>
22	Safe and Respectful		
23	Learning.....	939,374	<del>[1,040,831]</del> <i>883,989</i>
24	Account for		
25	Alternative Schools....	117,683	<del>[134,748]</del> <i>39,433</i>
26	<b>Sec. 30.</b> Section 16 of chapter 544, Statutes of Nevada 2019,		
27	at page 3344, is hereby amended to read as follows:		
28	<b>Sec. 16.</b> Nevada System of Higher Education.		
29	For the support of the:		
30	System		
31	Administration.....	\$4,932,899	<del>[\$4,941,631]</del> <i>\$4,057,569</i>
32	Performance		
33	Funding Pool.....	0	100,131,729
34	System Computing		
35	Center.....	18,758,967	<del>[18,790,097]</del> <i>15,096,669</i>
36	University Press.....	454,091	<del>[455,601]</del> <i>366,048</i>
37	Special Projects.....	2,278,035	<del>[2,280,047]</del> <i>1,831,874</i>
38	Business Center North...	2,147,055	<del>[2,154,095]</del> <i>1,730,680</i>
39	Business Center South...	1,951,542	<del>[1,957,810]</del> <i>1,572,978</i>
40	University of Nevada,		
41	Reno.....	130,357,424	<del>[104,838,780]</del> <i>79,079,562</i>
42	UNR – Intercollegiate		
43	Athletics.....	5,475,113	<del>[5,481,111]</del> <i>4,403,731</i>
44	Education for		
45	Dependent Children ...	0	<del>[14,365]</del> <i>11,541</i>



	<u>2019-2020</u>	<u>2020-2021</u>	
1			
2	UNR – Statewide		
3	Programs .....	\$8,749,206	<del>[\$8,461,957]</del> <b>\$6,798,655</b>
4	Agricultural		
5	Experiment Station.....	5,573,516	<del>[5,584,863]</del> <b>4,487,087</b>
6	Cooperative		
7	Extension Service.....	3,867,743	<del>[3,882,367]</del> <b>3,119,239</b>
8	UNR – School of		
9	Medicine .....	37,561,465	<del>[37,632,115]</del> <b>30,235,051</b>
10	Health Laboratory and		
11	Research.....	1,780,159	<del>[1,785,810]</del> <b>1,434,787</b>
12	University of Nevada,		
13	Las Vegas .....	181,018,756	<del>[145,306,109]</del> <b>109,603,946</b>
14	UNLV – School of		
15	Medicine .....	35,519,101	<del>[41,464,109]</del> <b>33,313,821</b>
16	UNLV –		
17	Intercollegiate		
18	Athletics .....	7,896,825	<del>[7,902,866]</del> <b>6,349,458</b>
19	UNLV – Statewide		
20	Programs .....	3,814,504	<del>[3,818,417]</del> <b>3,067,859</b>
21	UNLV Law School .....	10,430,525	<del>[10,456,418]</del> <b>8,401,078</b>
22	UNLV Dental School....	9,735,157	<del>[9,806,394]</del> <b>7,878,824</b>
23	Great Basin College.....	13,230,752	<del>[10,619,367]</del> <b>7,872,562</b>
24	Nevada State College ....	20,746,937	<del>[16,655,158]</del> <b>12,386,027</b>
25	Desert Research		
26	Institute.....	7,624,693	<del>[7,666,365]</del> <b>5,962,881</b>
27	College of Southern		
28	Nevada.....	102,867,716	<del>[82,579,803]</del> <b>62,249,773</b>
29	Western Nevada		
30	College.....	14,565,829	<del>[11,691,965]</del> <b>8,760,245</b>
31	Truckee Meadows		
32	Community College...	35,919,997	<del>[28,835,736]</del> <b>21,358,441</b>
33	Silver State		
34	Opportunity Grant		
35	Program.....	5,000,000	<del>[5,000,000]</del> <b>4,199,260</b>
36	2017 UNR		
37	Engineering		
38	Building Debt		
39	Service.....	3,288,350	<del>[3,314,250]</del> <b>0</b>
40	Prison Education		
41	Program.....	361,251	<del>[396,126]</del> <b>318,263</b>
42	Capacity Building		
43	Enhancement .....	8,800,000	10,950,000



1 **Sec. 31.** Section 17 of chapter 544, Statutes of Nevada 2019,  
2 at page 3345, is hereby amended to read as follows:

3 Sec. 17. Department of Health and Human Services.

	<u>2019-2020</u>	<u>2020-2021</u>	
4 For the support of the:			
5 Health and Human			
6 Services			
7 Administration.....	\$1,461,081	\$1,473,331	
8 Grants Management			
9 Unit .....	37,215	40,527	
10 Office of the State			
11 Public Defender.....	1,941,661	<del>1,937,603</del>	<b>1,524,461</b>
12 Consumer Health			
13 Assistance .....	400,323	458,460	
14 State Council on			
15 Developmental			
16 Disabilities .....	156,809	155,403	
17 Family Planning.....	3,000,000	3,000,000	
18 Division of Health Care Financing and Policy:			
19 Nevada Medicaid ....	805,620,640	<del>894,790,875</del>	<b>767,246,616</b>
20 Health Care			
21 Financing and			
22 Policy			
23 Administration .....	28,526,446	<del>28,911,043</del>	<b>27,950,901</b>
24 Nevada Check-Up			
25 Program .....	5,565,297	<del>12,554,630</del>	<b>11,402,376</b>
26 Aging and Disability Services Division:			
27 Federal			
28 Programs and			
29 Administration ..	1,998,970	2,152,466	
30 Autism Treatment			
31 Assistance			
32 Program.....	8,161,244	<del>9,198,979</del>	<b>3,506,458</b>
33 Home- and			
34 Community-			
35 Based Services .....	24,134,500	<del>26,412,899</del>	<b>23,498,777</b>
36 Early Intervention			
37 Services .....	31,281,073	<del>31,906,941</del>	<b>30,077,524</b>
38 Desert Regional			
39 Center .....	83,235,107	<del>90,093,151</del>	<b>83,602,834</b>
40 Sierra Regional			
41 Center .....	26,918,935	<del>28,838,810</del>	<b>27,355,283</b>
42 Rural Regional			
43 Center .....	10,819,138	<del>11,560,689</del>	<b>10,855,243</b>
44			



	<u>2019-2020</u>	<u>2020-2021</u>	
1			
2			Family
3			Preservation
4			Program.....
5	\$1,711,905	\$1,767,273	
6			Division of Child and Family Services:
7			Community
8			Juvenile
9			Justice
10			Services.....
11	2,967,825	3,003,819	
12			Information
13			Services .....
14	4,514,159	<del>4,517,032</del>	<b>4,423,282</b>
15			Children, Youth
16			and Family
17			Administration ..
18	6,864,040	6,815,316	
19			Nevada Youth
20			Training Center ....
21	7,772,160	<del>8,141,920</del>	<b>7,302,563</b>
22			Caliente Youth
23			Center .....
24	8,975,448	<del>9,357,550</del>	<b>7,255,228</b>
25			Rural Child
26			Welfare .....
27	7,872,045	<del>8,220,871</del>	<b>7,937,181</b>
28			Youth
29			Alternative
30			Placement.....
31	2,184,481	2,184,481	
32			Youth Parole
33			Services.....
34	3,318,783	3,390,992	
35			Northern Nevada
36			Child and
37			Adolescent
38			Services .....
39	4,325,344	<del>3,630,583</del>	<b>3,149,426</b>
40			Clark County
41			Child Welfare.....
42	54,292,727	54,778,363	
43			Washoe County
44			Child Welfare.....
45	17,727,632	17,831,693	
46			Southern Nevada
47			Child and
48			Adolescent
49			Services .....
50	13,994,614	<del>13,637,841</del>	<b>13,483,291</b>
51			Summit View
52			Youth Center.....
53	6,787,293	<del>7,132,823</del>	<b>6,407,112</b>
54			Division of Public and Behavioral Health:
55			Public Health:
56			Office of Health
57			Administration .....
58	5,392,311	<del>5,507,328</del>	<b>5,288,511</b>



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	<u>2019-2020</u>	<u>2020-2021</u>	
Maternal, Child and Adolescent Health Services.....	\$1,368,459	\$1,393,559	
Community Health Services ....	1,583,180	<del>[1,573,767]</del>	<b>1,463,045</b>
Emergency Medical Services.....	725,087	738,092	
Immunization Program .....	738,732	1,063,650	
Biostatistics and Epidemiology.....	395,920	<del>[423,492]</del>	<b>396,124</b>
Chronic Disease .....	500,000	<del>[500,000]</del>	<b>481,971</b>
Nevada Central Cancer Registry.....	166,780	0	
Health Care Facilities Regulation .....	600,840	<del>[625,985]</del>	<b>413,150</b>
Behavioral Health:			
Behavioral Health Administration .....	3,580,103	<del>[3,563,586]</del>	<b>3,514,428</b>
Southern Nevada Adult Mental Health Services ...	81,939,429	<del>[83,700,404]</del>	<b>82,742,807</b>
Northern Nevada Adult Mental Health Services ....	24,290,635	<del>[24,935,892]</del>	<b>24,382,209</b>
Facility for the Mental Offender.....	11,767,298	12,020,997	
Rural Clinics.....	11,984,407	<del>[12,199,387]</del>	<b>12,158,394</b>
Behavioral Health Prevention and Treatment .....	6,444,010	6,470,473	
Problem Gambling.....	1,681,294	<del>[2,098,054]</del>	<b>1,274,513</b>
Division of Welfare and Supportive Services:			
Welfare Administration .....	11,374,234	<del>[11,664,682]</del>	<b>11,088,686</b>
Welfare Field Services .....	41,013,504	<del>[42,797,314]</del>	<b>28,811,741</b>



	<u>2019-2020</u>	<u>2020-2021</u>
1		
2	Assistance to	
3	Aged and	
4	Blind.....	\$10,763,355 \$11,187,527
5	Temporary	
6	Assistance for	
7	Needy	
8	Families .....	24,607,703 24,607,703
9	Child Assistance	
10	and	
11	Development .....	2,580,421 2,580,421
12	Child Support	
13	Enforcement	
14	Program.....	355,493 <del>1,196,521</del> 61,860

15 *↪ The reductions to the appropriations for Nevada*  
 16 *Medicaid and the Nevada Check-Up Program for Fiscal*  
 17 *Year 2020-2021 pursuant to this section include, without*  
 18 *limitation:*

- 19 *1. Reduction in reimbursement rates in the fee*
- 20 *schedule for providers by 6 percent.*
- 21 *2. Reductions in the reimbursement rate for neonatal*
- 22 *intensive care unit services.*
- 23 *3. Elimination of the increase in acute care per diem*
- 24 *hospital reimbursement rates funded through section 7 of*
- 25 *chapter 615, Statutes of Nevada 2019, at page 4017.*
- 26 *4. Revision of the rate methodology for habilitation*
- 27 *providers.*
- 28 *5. Delay of non-capitated payments to managed care*
- 29 *organizations until Fiscal Year 2021-2022.*
- 30 *6. Implementation of a specialty pharmacy provider*
- 31 *network.*

32 **Sec. 32.** Section 18 of chapter 544, Statutes of Nevada 2019,  
 33 at page 3347, is hereby amended to read as follows:

34 Sec. 18. Office of the Military.

35 For the support of the:

36	Office of the Military.....	\$4,802,541	<del>[\$5,126,363]</del>	\$4,384,706
37	National Guard			
38	Benefits .....	57,818		57,818
39	Patriot Relief Fund ....	73,408		113,376

40 **Sec. 33.** Section 19 of chapter 544, Statutes of Nevada 2019,  
 41 at page 3347, is hereby amended to read as follows:

42 Sec. 19. Department of Veterans Services.

43 For the support of the:

44	Office of Veterans			
45	Services.....	\$2,109,585	<del>[\$2,193,183]</del>	\$1,932,273



	<u>2019-2020</u>	<u>2020-2021</u>
1		
2	Northern Nevada	
3	Veterans Home	
4	Account.....	\$334,727 <del>[\$343,983]</del> <b>\$342,803</b>
5	<b>Sec. 34.</b> Section 20 of chapter 544, Statutes of Nevada 2019,	
6	at page 3347, is hereby amended to read as follows:	
7	Sec. 20. Department of Corrections.	
8	For the support of the:	
9	Office of the Director ....	\$32,436,156 <del>[\$33,086,656]</del> <b>\$31,632,304</b>
10	Prison Medical Care .....	48,465,151 <del>[49,645,119]</del> <b>49,560,119</b>
11	Correctional	
12	Programs .....	8,678,287 8,805,647
13	Southern Nevada	
14	Correctional Center ....	233,829 <del>[230,715]</del> <b>230,700</b>
15	Southern Desert	
16	Correctional Center ....	27,618,811 <del>[28,526,480]</del> <b>28,505,636</b>
17	Nevada State Prison ...	75,525 73,709
18	Northern Nevada	
19	Correctional Center ....	30,725,087 <del>[31,400,077]</del> <b>30,912,584</b>
20	Warm Springs	
21	Correctional Center ....	12,301,844 <del>[12,568,277]</del> <b>12,561,352</b>
22	Ely State Prison.....	29,979,186 <del>[30,955,001]</del> <b>30,510,506</b>
23	Lovelock Correctional	
24	Center.....	27,226,436 <del>[27,953,898]</del> <b>27,414,155</b>
25	Florence McClure	
26	Women's	
27	Correctional Center ....	17,836,183 <del>[18,472,165]</del> <b>18,462,301</b>
28	Stewart Conservation	
29	Camp.....	1,838,359 <del>[1,882,097]</del> <b>1,881,624</b>
30	Ely Conservation	
31	Camp.....	1,495,969 <del>[1,534,034]</del> <b>1,533,511</b>
32	Humboldt	
33	Conservation Camp....	1,499,055 <del>[1,540,289]</del> <b>1,539,841</b>
34	Three Lakes Valley	
35	Conservation Camp....	3,022,646 <del>[3,116,454]</del> <b>3,115,657</b>
36	Jean Conservation	
37	Camp.....	1,758,170 <del>[1,813,993]</del> <b>1,813,445</b>
38	Pioche Conservation	
39	Camp.....	1,894,498 <del>[1,938,308]</del> <b>1,937,711</b>
40	Carlin Conservation	
41	Camp.....	1,413,424 <del>[1,454,181]</del> <b>1,453,525</b>
42	Wells Conservation	
43	Camp.....	1,451,236 <del>[1,494,526]</del> <b>1,493,854</b>
44	Silver Springs	
45	Conservation Camp....	4,511 4,471



	<u>2019-2020</u>	<u>2020-2021</u>	
1			
2			Tonopah
3	\$1,465,518	<del>[\$1,516,507]</del>	Conservation Camp.... <i>\$1,515,978</i>
4			Northern Nevada
5			Transitional
6	444,071	<del>[457,943]</del>	Housing..... <i>457,656</i>
7			High Desert State
8	56,653,250	<del>[58,600,514]</del>	Prison..... <i>58,568,801</i>
9			Casa Grande
10			Transitional
11	3,355,736	<del>[3,435,064]</del>	Housing..... <i>2,942,328</i>

12 **Sec. 35.** Section 21 of chapter 544, Statutes of Nevada 2019,  
 13 at page 3348, is hereby amended to read as follows:

14 Sec. 21. Department of Business and Industry.

15 For the support of the:

16	Business and Industry		
17	Administration.....	\$928,921	<del>[\$965,522]</del> <i>\$698,746</i>
18	Office of Business and		
19	Planning .....	339,663	<del>[349,812]</del> <i>264,526</i>
20	Real Estate		
21	Administration.....	1,012,266	<del>[1,345,348]</del> <i>1,005,676</i>
22	Office of Labor		
23	Commissioner.....	1,872,450	<del>[1,869,865]</del> <i>1,697,921</i>

24 **Sec. 36.** Section 22 of chapter 544, Statutes of Nevada 2019,  
 25 at page 3348, is hereby amended to read as follows:

26 Sec. 22. State Department of Agriculture.

27 For the support of the:

28	Agriculture		
29	Administration .....	\$202,471	\$343,468
30	Plant Health and		
31	Quarantine Services ...	584,903	<del>[599,679]</del> <i>329,661</i>
32	Veterinary Medical		
33	Services .....	1,184,885	<del>[1,150,878]</del> <i>1,060,751</i>
34	Predatory Animal and		
35	Rodent Control .....	891,835	<del>[914,296]</del> <i>906,034</i>
36	Nutrition Education		
37	Programs .....	137,832	137,832
38	Livestock		
39	Enforcement .....	212,049	<del>[220,262]</del> <i>132,951</i>
40	Commodity Foods		
41	Distribution.....	160,503	<del>[172,513]</del> <i>152,939</i>

42 **Sec. 37.** Section 23 of chapter 544, Statutes of Nevada 2019,  
 43 at page 3348, is hereby amended to read as follows:

44 Sec. 23. State Department of Conservation and Natural  
 45 Resources.



	<u>2019-2020</u>	<u>2020-2021</u>	
1			
2			
3			For the support of the:
4			Conservation and
5			Natural Resources
6			Administration.....
7	\$976,315	<del>[\$921,627]</del>	<i>\$757,134</i>
8			Division of State
9			Parks.....
10	8,258,784	<del>[8,532,107]</del>	<i>8,321,614</i>
11			Nevada Tahoe
12			Regional Planning
13			Agency.....
14	1,831	<del>[1,831]</del>	<i>1,575</i>
15			Division of Forestry.....
16	7,494,650	<del>[8,114,829]</del>	<i>7,590,366</i>
17			Forest Fire
18			Suppression.....
19	4,291,199	<del>[4,777,667]</del>	<i>3,488,359</i>
20			Forestry Conservation
21			Camps.....
22	6,885,934	<del>[7,019,653]</del>	<i>6,222,803</i>
23			Wildland Fire
24			Protection Program.....
25	50,000	<del>[50,000]</del>	<i>0</i>
26			Division of Water
27			Resources.....
28	8,259,567	<del>[8,020,724]</del>	<i>7,575,160</i>
29			Division of State
30			Lands.....
31	1,653,292	<del>[1,705,152]</del>	<i>1,517,445</i>
32			Conservation Districts
33			Program.....
34	634,794	<del>[650,768]</del>	<i>531,481</i>
35			Office of Historic
36			Preservation.....
37	463,106	490,179	
38			Comstock Historic
39			District.....
40	211,692	<del>[214,849]</del>	<i>193,623</i>

**Sec. 38.** Section 24 of chapter 544, Statutes of Nevada 2019, at page 3349, is hereby amended to read as follows:

Sec. 24. Tahoe Regional Planning Agency.

31			
32			For the support of the
33			Tahoe Regional
34			Planning Agency.....
35	\$1,920,215	<del>[\$1,820,215]</del>	<i>\$1,565,384</i>

**Sec. 39.** Section 25 of chapter 544, Statutes of Nevada 2019, at page 3349, is hereby amended to read as follows:

Sec. 25. Department of Wildlife.

37			
38			For the support of the:
39			Law Enforcement.....
40	\$57,402	<del>[\$57,388]</del>	<i>\$0</i>
41			Fisheries
42			Management.....
43	150,918	150,918	
44			Game Management.....
45	84,201	<del>[83,931]</del>	<i>81,748</i>
			Diversity Division.....
	611,082	<del>[611,082]</del>	<i>260,285</i>
			Conservation
			Education.....
	234,227	<del>[254,556]</del>	<i>224,469</i>
			Habitat.....
	156,332	<del>[156,332]</del>	<i>0</i>



1 **Sec. 40.** Section 26 of chapter 544, Statutes of Nevada 2019,  
2 at page 3349, is hereby amended to read as follows:

3 Sec. 26. Department of Employment, Training and  
4 Rehabilitation.

	<u>2019-2020</u>	<u>2020-2021</u>	
5 For the support of the:			
6 Nevada Equal Rights			
7 Commission.....	\$1,494,056	<del>[\$1,559,386]</del>	<i>\$1,322,299</i>
8 Bureau of Vocational			
9 Rehabilitation.....	2,674,468	<del>[2,748,788]</del>	<i>2,235,340</i>
10 Bureau of Services to			
11 Persons Who Are			
12 Blind or Visually			
13 Impaired.....	458,536	<del>[473,148]</del>	<i>374,027</i>
14 Commission on			
15 Postsecondary			
16 Education.....	430,940	453,293	

17 **Sec. 41.** Section 27 of chapter 544, Statutes of Nevada 2019,  
18 at page 3349, is hereby amended to read as follows:

19 Sec. 27. Department of Motor Vehicles.

20 For the support of the:			
21 Division of Field			
22 Services.....	\$24,036	<del>[\$24,361]</del>	<i>\$19,732</i>
23 Division of Central			
24 Services and			
25 Records.....	9,840	<del>[9,965]</del>	<i>8,072</i>

26 **Sec. 42.** Section 28 of chapter 544, Statutes of Nevada 2019,  
27 at page 3349, is hereby amended to read as follows:

28 Sec. 28. Department of Public Safety.

29 For the support of the:			
30 Training Division.....	\$1,029,577	<del>[\$1,035,060]</del>	<i>\$578,796</i>
31 Justice Grant.....	308,235	<del>[314,175]</del>	<i>273,271</i>
32 Nevada Highway			
33 Patrol Division.....	82,498	<del>[123,092]</del>	<i>0</i>
34 Dignitary Protection .....	1,192,184	<del>[1,212,337]</del>	<i>631,076</i>
35 Investigation Division ...	6,338,580	<del>[6,576,735]</del>	<i>5,983,286</i>
36 Division of			
37 Emergency			
38 Management.....	465,742	<del>[456,468]</del>	<i>403,475</i>
39 State Board of Parole			
40 Commissioners.....	3,384,302	<del>[3,427,032]</del>	<i>3,179,686</i>
41 Division of Parole and			
42 Probation.....	55,296,803	<del>[56,944,912]</del>	<i>46,755,728</i>



	<u>2019-2020</u>	<u>2020-2021</u>	
1			
2			
3			Central Repository for
4			Nevada Records of
5			Criminal History.....
6	\$269,495	<del>[\$276,725]</del>	<i>\$179,688</i>
7			Child Volunteer
8			Background Checks ...
9	15,087	<del>[\$15,087]</del>	<i>0</i>
10			State Fire Marshal.....
11	353,234	<del>[\$349,068]</del>	<i>242,675</i>
12			Homeland Security ....
13	171,511	171,439	
14			Nevada Office of
15			Cyber Defense
16			Coordination.....
17	529,562	<del>[\$40,031]</del>	<i>487,796</i>

12 **Sec. 43.** Section 29 of chapter 544, Statutes of Nevada 2019,  
13 at page 3350, is hereby amended to read as follows:

14 Sec. 29. Commission on Ethics.

15 For the support of the

16 Commission on Ethics .... \$245,698 ~~[\$244,951]~~ *\$243,891*

17 **Sec. 44.** Section 35 of chapter 544, Statutes of Nevada 2019,  
18 at page 3351, is hereby amended to read as follows:

19 Sec. 35. Of the amounts appropriated to the Governor’s  
20 Office of Science, Innovation and Technology by section 2 of  
21 ~~[this act,]~~ *chapter 544, Statutes of Nevada 2019, at page*  
22 *3341*, \$1,000,000 in Fiscal Year 2019-2020 and ~~[\$1,000,000]~~  
23 *\$594,973* in Fiscal Year 2020-2021 to fund broadband  
24 development and improvements for schools and libraries, are  
25 available for both Fiscal Year 2019-2020 and Fiscal Year  
26 2020-2021, and may be transferred within the same budget  
27 account from one fiscal year to the other with the approval of  
28 the Interim Finance Committee upon the recommendation of  
29 the Governor. Any amount so transferred must be used to pay  
30 for broadband development and improvements for schools  
31 and libraries.

32 **Sec. 45.** Section 38 of chapter 544, Statutes of Nevada 2019,  
33 at page 3352, is hereby amended to read as follows:

34 Sec. 38. Of the amounts appropriated to the  
35 Conservation and Natural Resources Administration budget  
36 account of the State Department of Conservation and Natural  
37 Resources by section 23 of ~~[this act,]~~ *chapter 544, Statutes of*  
38 *Nevada 2019, at page 3348*, \$185,000 in Fiscal Year  
39 2019-2020 and ~~[\$185,000]~~ *\$120,000* in Fiscal Year 2020-  
40 2021 to fund contract services to update the Conservation  
41 Credit System Manual and Nevada’s Scientific Methods  
42 Document and Habitat Quantification Tool, are available in  
43 both Fiscal Year 2019-2020 and 2020-2021, and may be  
44 transferred within the same budget account from one fiscal  
45 year to the other with the approval of the Interim Finance



1 Committee upon the recommendation of the Governor. Any  
2 amount so transferred must be used to pay for contract  
3 services to update the Conservation Credit System Manual  
4 and Nevada's Scientific Methods Document and Habitat  
5 Qualification Tool.

6 **Sec. 46.** Section 39 of chapter 544, Statutes of Nevada 2019,  
7 at page 3352, is hereby amended to read as follows:

8 Sec. 39. Of the amounts appropriated to the Department  
9 of Corrections by section 20 of ~~[this act,]~~ *chapter 544,*  
10 *Statutes of Nevada 2019, at page 3347,* \$2,919,270 in Fiscal  
11 Year 2019-2020 and ~~[\$2,992,270]~~ *\$1,542,270* in Fiscal Year  
12 2020-2021, to fund the contract costs to provide housing for  
13 inmates out of state, are available for both Fiscal Year 2019-  
14 2020 and Fiscal Year 2020-2021, and may be transferred  
15 within the same budget account from one fiscal year to the  
16 other with the approval of the Interim Finance Committee  
17 upon recommendation of the Governor. Any amount so  
18 transferred must be used to pay for the contract costs to  
19 provide housing for inmates out of state.

20 **Sec. 47.** Section 40 of chapter 544, Statutes of Nevada 2019,  
21 at page 3352, is hereby amended to read as follows:

22 Sec. 40. Of the amounts appropriated to the Department  
23 of Administration, Office of Grant Procurement,  
24 Coordination and Management by section 8 of ~~[this act,]~~  
25 *chapter 544, Statutes of Nevada 2019, at page 3342,*  
26 \$200,000 in Fiscal Year 2019-2020 ~~[and \$200,000 in Fiscal~~  
27 ~~Year 2020-2021]~~ to fund a grants management system ~~[- are]~~  
28 *is* available for both Fiscal Year 2019-2020 and Fiscal Year  
29 2020-2021, and may be transferred within the same budget  
30 account from ~~[one fiscal year]~~ *Fiscal Year 2019-2020* to ~~[the~~  
31 ~~other]~~ *Fiscal Year 2020-2021* with the approval of the  
32 Interim Finance Committee upon the recommendation of the  
33 Governor. Any amount so transferred must be used to pay for  
34 a grants management system.

35 **Sec. 48.** Section 42 of chapter 544, Statutes of Nevada 2019,  
36 at page 3353, is hereby amended to read as follows:

37 Sec. 42. Of the amounts appropriated to the Office of  
38 the Military by section 18 of ~~[this act,]~~ *chapter 544, Statutes*  
39 *of Nevada 2019, at page 3347,* \$352,400 in Fiscal Year 2019-  
40 2020 and ~~[\$518,206]~~ *\$200,353* in Fiscal Year 2020-2021 to  
41 finance facilities maintenance projects approved for the  
42 Office of the Military are available for both Fiscal Year 2019-  
43 2020 and Fiscal Year 2020-2021 and may be transferred  
44 within the same budget account from one fiscal year to the  
45 other with the approval of the Interim Finance Committee



1 upon the recommendation of the Governor. Any amount so  
2 transferred must be used to complete the facilities  
3 maintenance projects as approved by the Legislature.

4 **Sec. 49.** Section 43 of chapter 544, Statutes of Nevada 2019,  
5 at page 3353, is hereby amended to read as follows:

6 Sec. 43. Of the amounts appropriated to the Office of  
7 the Military by section 18 of ~~[this act,]~~ *chapter 544, Statutes*  
8 *of Nevada 2019, at page 3347*, \$500,000 in Fiscal Year 2019-  
9 2020 and ~~[\$500,000]~~ *\$311,559* in Fiscal Year 2020-2021 to  
10 finance the establishment of the Nevada National Guard  
11 Youth Challenge program are available for both Fiscal Year  
12 2019-2020 and Fiscal Year 2020-2021 and may be transferred  
13 within the same budget account from one fiscal year to the  
14 other with the approval of the Interim Finance Committee  
15 upon the recommendation of the Governor. Any amount so  
16 transferred must be used for the establishment and operation  
17 of the Nevada National Guard Youth Challenge program as  
18 approved by the Legislature.

19 **Sec. 50.** Section 50 of chapter 544, Statutes of Nevada 2019,  
20 at page 3354, is hereby amended to read as follows:

21 Sec. 50. 1. The sums appropriated to the Legislative  
22 Fund by section 10 of ~~[this act]~~ *chapter 544, Statutes of*  
23 *Nevada 2019, at page 3343*, for the support of the Legislative  
24 Commission, the divisions of the Legislative Counsel Bureau  
25 and Interim Legislative Operations are available for both  
26 Fiscal Year 2019-2020 and Fiscal Year 2020-2021 . ~~[, and]~~ *In*  
27 *Fiscal Year 2019-2020, the sums* may be transferred among  
28 the Legislative Commission, the divisions of the Legislative  
29 Counsel Bureau and Interim Legislative Operations ~~[and from~~  
30 ~~one fiscal year to the other]~~ with the approval of the  
31 Legislative Commission upon the recommendation of the  
32 Director of the Legislative Counsel Bureau.

33 2. The sums appropriated for the support of salaries and  
34 payroll costs must be applied pursuant to the budget approved  
35 by the Legislature notwithstanding the provisions of  
36 NRS 281.123.

37 **Sec. 51.** Section 77 of chapter 544, Statutes of Nevada 2019,  
38 at page 3361, is hereby amended to read as follows:

39 Sec. 77. 1. There is hereby appropriated from the  
40 State General Fund to the Department of Education's  
41 Educator Effectiveness budget account the sum of \$2,000 in  
42 Fiscal Year 2019-2020 to administer the State Seal of  
43 Financial Literacy Program established pursuant to sections 3  
44 and 4 of Senate Bill No. 314 of ~~[this]~~ *the 2019* session.



2. There is hereby appropriated from the State General Fund to the Department of Education’s Educator Effectiveness budget account the sum of \$4,500 in Fiscal Year 2019-2020 to administer the Financial Literacy Month established pursuant to section 5 of Senate Bill No. 314 of ~~[this]~~ **the 2019** session.

3. There is hereby appropriated from the State General Fund to the Department of Education’s Educator Effectiveness budget account the sum of \$15,000 in Fiscal Year 2019-2020 to administer and monitor the programs established pursuant to Senate Bill No. 314 of ~~[this]~~ **the 2019** session.

4. There is hereby appropriated from the State General Fund to the Department of Education’s Educator Effectiveness budget account to provide for administrative support to the State Financial Literacy Advisory Council established pursuant to section 5.5 of Senate Bill No. 314 of ~~[this]~~ **the 2019** session the following ~~[sums:]~~ **sum:**

For the Fiscal Year 2019-2020..... \$5,000  
~~[For the Fiscal Year 2020-2021 ..... \$5,000]~~

5. There is hereby appropriated from the State General Fund to the Department of Education’s Educator Effectiveness budget account to administer the parent and family engagement summit established pursuant to paragraph (a) of subsection 1 of section 5 of Senate Bill No. 314 of ~~[this]~~ **the 2019** session the following ~~[sums:]~~ **sum:**

For the Fiscal Year 2019-2020..... \$5,000  
~~[For the Fiscal Year 2020-2021 ..... \$5,000]~~

6. There is hereby appropriated from the State General Fund to the Department of Education’s Educator Effectiveness budget account to administer the annual summit established pursuant to section 7 of Senate Bill No. 314 of ~~[this]~~ **the 2019** session the following ~~[sums:]~~ **sum:**

For the Fiscal Year 2019-2020..... \$5,000  
~~[For the Fiscal Year 2020-2021 ..... \$5,000]~~

7. Any balance of the sums appropriated by subsections 4, 5, or 6 that is unencumbered or unexpended at the end of ~~[the respective fiscal years]~~ **Fiscal Year 2019-2020** does not revert to the State General Fund, must be carried forward to ~~[the next fiscal year]~~ **Fiscal Year 2020-2021** and is hereby authorized for use in ~~[the next fiscal year]~~ **Fiscal Year 2020-2021** for the purposes specified in subsection 4, 5 or 6, as applicable.

8. Any remaining balance of the appropriations made by subsections 1, 2 and 3 must not be committed for expenditure



1 after June 30, 2021, by the entity to which the appropriation  
2 is made or any entity to which money from the appropriation  
3 is granted or otherwise transferred in any manner, and any  
4 portion of the appropriated money remaining must not be  
5 spent for any purpose after September 17, 2021, by either the  
6 entity to which the money was appropriated or the entity to  
7 which the money was subsequently granted or transferred,  
8 and must be reverted to the State General Fund on or before  
9 September 17, 2021.

10 9. The sums appropriated by this section must be  
11 accounted for separately from any other money and used only  
12 for the purposes specified in this section.

13 **Sec. 52.** Section 31 of chapter 537, Statutes of Nevada 2019,  
14 at page 3293, is hereby amended to read as follows:

15 Sec. 31. 1. There is hereby appropriated from the  
16 State General Fund to the School Safety Account the  
17 following ~~{sums:}~~ *sum*:

18 For the Fiscal Year 2019-2020..... \$8,340,845  
19 ~~[For the Fiscal Year 2020-2021 ..... \$8,404,930]~~

20 2. The Department of Education shall transfer from the  
21 appropriation made by subsection 1 to provide grants utilizing  
22 a competitive grant process based on demonstrated need,  
23 within the limits of legislative appropriation, to school  
24 districts and to charter schools for school safety facility  
25 improvements.

26 3. Any remaining balance of the appropriation made by  
27 subsection 1 ~~[for Fiscal Year 2019-2020 must be added to the~~  
28 ~~money appropriated for Fiscal Year 2020-2021 and may be~~  
29 ~~expended as that money is expended. Any remaining balance~~  
30 ~~of the appropriation made by subsection 1 for Fiscal Year~~  
31 ~~2020-2021, including any such money added from the~~  
32 ~~previous fiscal year,]~~ must not be committed for expenditure  
33 after June 30, ~~[2021,]~~ **2020**, and must be reverted to the State  
34 General Fund on or before September ~~[17, 2021,]~~ **18, 2020**.

35 **Sec. 53.** Section 36.5 of chapter 537, Statutes of Nevada 2019,  
36 at page 3293, is hereby amended to read as follows:

37 Sec. 36.5. 1. There is hereby appropriated from the  
38 State General Fund to the Account for Programs for  
39 Innovation and the Prevention of Remediation created by  
40 NRS 387.1247 the following sums:

41 For the Fiscal Year 2019-2020..... \$35,081,155  
42 For the Fiscal Year 2020-2021.... ~~[\$36,848,070]~~ **\$35,800,534**

43 2. The Department of Education shall transfer the sums  
44 of money identified in this subsection from the Account for  
45 Programs for Innovation and the Prevention of Remediation



1 to school districts for block grants for the purpose of  
2 providing supplemental support to the operation of the school  
3 districts. The amount to be transferred for the fiscal year  
4 shown is:  
5

	<u>2019-2020</u>		<u>2020-2021</u>
6 Carson City School			
7 District	\$631,574	<del>[\$663,384]</del>	<b>\$644,525</b>
9 Churchill County			
10 School District	255,461	<del>[268,328]</del>	<b>260,700</b>
11 Clark County School			
12 District	25,892,878	<del>[27,197,012]</del>	<b>26,423,841</b>
13 Douglas County			
14 School District	458,566	<del>[481,662]</del>	<b>467,969</b>
15 Elko County School			
16 District	772,986	<del>[811,919]</del>	<b>788,837</b>
17 Esmeralda County			
18 School District	5,551	<del>[5,831]</del>	<b>5,665</b>
19 Eureka County School			
20 District	21,379	<del>[22,456]</del>	<b>21,818</b>
21 Humboldt County			
22 School District	273,189	<del>[286,949]</del>	<b>278,791</b>
23 Lander County School			
24 District	78,860	<del>[82,832]</del>	<b>80,478</b>
25 Lincoln County			
26 School District	76,533	<del>[80,388]</del>	<b>78,103</b>
27 Lyon County School			
28 District	681,887	<del>[716,231]</del>	<b>695,870</b>
29 Mineral County			
30 School District	42,868	<del>[45,027]</del>	<b>43,747</b>
31 Nye County School			
32 District	410,922	<del>[431,619]</del>	<b>419,348</b>
33 Pershing County			
34 School District	53,244	<del>[55,925]</del>	<b>54,335</b>
35 Storey County School			
36 District	34,229	<del>[35,953]</del>	<b>34,931</b>
37 Washoe County			
38 School District	5,294,592	<del>[5,561,262]</del>	<b>5,403,164</b>
39 White Pine County			
40 School District	96,435	<del>[101,292]</del>	<b>98,412</b>

42 3. Any remaining balance of the transfers made by  
43 subsection 2 for Fiscal Year 2019-2020 must be added to the  
44 money transferred for Fiscal Year 2020-2021 and may be  
45 expended as that money is expended. Any remaining balance



of the transfers made by subsection 2 for Fiscal Year 2020-2021, including any such money added from the previous fiscal year, must be used for the purpose identified in subsection 2 and does not revert to the State General Fund.

**Sec. 54.** Section 13 of chapter 535, Statutes of Nevada 2019, at page 3266, is hereby amended to read as follows:

Sec. 13. 1. The Department of Education shall transfer the sums of money identified in this subsection from the Account for Programs for Innovation and the Prevention of Remediation created by NRS 387.1247 to school districts and the State Public Charter School Authority for block grants for the purposes described in subsection 2. The money must not be used for administrative expenditures of the Department of Education. The amount to be transferred for the fiscal year shown is:

	<u>2019-2020</u>	<u>2020-2021</u>
Carson City School District	\$321,107	<del>[\$321,107]</del> <b>\$318,616</b>
Churchill County School District	129,882	<del>[129,882]</del> <b>128,875</b>
Clark County School District	13,164,542	<del>[13,164,542]</del> <b>13,062,426</b>
Douglas County School District	233,145	<del>[233,145]</del> <b>231,337</b>
Elko County School District	393,004	<del>[393,004]</del> <b>389,956</b>
Esmeralda County School District	2,822	<del>[2,822]</del> <b>2,800</b>
Eureka County School District	10,870	<del>[10,870]</del> <b>10,785</b>
Humboldt County School District	138,896	<del>[138,896]</del> <b>137,818</b>
Lander County School District	40,094	<del>[40,094]</del> <b>39,784</b>
Lincoln County School District	38,911	<del>[38,911]</del> <b>38,610</b>
Lyon County School District	346,687	<del>[346,687]</del> <b>343,998</b>
Mineral County School District	21,795	<del>[21,795]</del> <b>21,626</b>
Nye County School District	208,922	<del>[208,922]</del> <b>207,302</b>
Pershing County School District	27,070	<del>[27,070]</del> <b>26,860</b>



	<u>2019-2020</u>	<u>2020-2021</u>
1 Storey County School		
2 District	\$17,403	<del>[\$17,403]</del> \$17,268
3 Washoe County		
4 School District	2,691,893	<del>[2,691,893]</del> 2,671,013
5 White Pine County		
6 School District	49,030	<del>[49,030]</del> 48,649
7 State Public Charter		
8 School Authority	1,471,904	<del>[-1,471,904]</del> 1,460,487

2. The money received by each school district and the State Public Charter School Authority pursuant to subsection 1 may be used for any of the following purposes:

(a) Providing incentives for new teachers;

(b) Carrying out any of the purposes for which a school district or charter school may apply for a grant from the Nevada Ready 21 Technology Program created by NRS 388.810;

(c) Carrying out any of the purposes for which a school district or charter school may apply for a grant from the Great Teaching and Leading Fund created by NRS 391A.500;

(d) Carrying out any program to provide assistance to teachers in meeting the standards for effective teaching, including, without limitation, through peer assistance and review;

(e) Purchasing library books;

(f) Supporting pupil career and technical organizations; and

(g) If the school district or charter school determines that the money received pursuant to subsection 1 would best be put to use by doing so, supporting the operations of the school district or charter school.

3. The money received by each school district and the State Public Charter School Authority pursuant to subsection 1:

(a) May not be used to settle or arbitrate disputes between a recognized organization representing employees of a school district and the school district, or to settle any negotiations.

(b) May not be used to adjust the district-wide schedule of salaries and benefits of the employees of a school district or the school-wide schedule of salaries and benefits of the employees of a charter school.

(c) Must not be budgeted by a school district or charter school in a manner that creates any obligation or deficit for



1 funding in any fiscal year after the fiscal years for which the  
2 money was received.

3 4. The money transferred pursuant to subsection 1 must  
4 be accounted for separately by each school district and the  
5 State Public Charter School Authority. On or before  
6 November 1 of each year, each school district and the State  
7 Public Charter School Authority shall prepare a report  
8 detailing how all money received pursuant to subsection 1  
9 was spent during the immediately preceding fiscal year and  
10 submit the report to the Director of the Legislative Counsel  
11 Bureau for transmission to the next session of the Legislature,  
12 if the report is submitted in an even-numbered year, or to the  
13 Legislative Commission, if the report is submitted in an odd-  
14 numbered year.

15 5. The money transferred pursuant to subsection 1 must  
16 be expended in accordance with NRS 353.150 to 353.246,  
17 inclusive, concerning the allotment, transfer, work program  
18 and budget. Transfers to and allotments from must be allowed  
19 and made in accordance with NRS 353.215 to 353.225,  
20 inclusive, after separate consideration of the merits of each  
21 request.

22 6. Any remaining balance of the transfer made by  
23 subsection 1 for Fiscal Year 2019-2020 must be added to the  
24 money transferred for Fiscal Year 2020-2021 and may be  
25 expended as that money is expended. Any remaining balance  
26 of the transfer made by subsection 1 for Fiscal Year 2020-  
27 2021, including any such money added from the previous  
28 fiscal year, must be used for the purposes identified in  
29 subsection 2 and does not revert to the State General Fund.

30 **Sec. 55.** Section 4 of chapter 525, Statutes of Nevada 2019, at  
31 page 3142, is hereby amended to read as follows:

32 Sec. 4. 1. Expenditure of \$31,237,533 by the Nevada  
33 Gaming Control Board from the State General Fund pursuant  
34 to the provisions of NRS 463.330 is hereby authorized during  
35 Fiscal Year 2019-2020.

36 2. Expenditure of ~~[\$31,333,875]~~ **\$29,198,049** by the  
37 Nevada Gaming Control Board from the State General Fund  
38 pursuant to the provisions of NRS 463.330 is hereby  
39 authorized during Fiscal Year 2020-2021.

40 3. Any balance of the sums authorized by subsections 1  
41 and 2 remaining at the end of the respective fiscal years must  
42 not be committed for expenditure after June 30 of the  
43 respective fiscal years by the Nevada Gaming Control Board  
44 or any entity to which money from the authorization is  
45 granted or otherwise transferred in any manner, and any



1 portion of the balance remaining must not be spent for any  
2 purpose after September 18, 2020, and September 17, 2021,  
3 respectively, by either the Nevada Gaming Control Board or  
4 the entity to which money from the authorization was  
5 subsequently granted or transferred, and must be reverted to  
6 the State General Fund on or before September 18, 2020, and  
7 September 17, 2021, respectively.

8 **Sec. 56.** Section 5 of chapter 525, Statutes of Nevada 2019, at  
9 page 3142, is hereby amended to read as follows:

10 Sec. 5. 1. Expenditure of \$802,642 by the Nevada  
11 Gaming Commission from the State General Fund pursuant to  
12 the provisions of NRS 463.330 is hereby authorized during  
13 Fiscal Year 2019-2020.

14 2. Expenditure of ~~[\$834,608]~~ **\$808,145** by the Nevada  
15 Gaming Commission from the State General Fund pursuant to  
16 the provisions of NRS 463.330 is hereby authorized during  
17 Fiscal Year 2020-2021.

18 3. Any balance of the sums authorized by subsections 1  
19 and 2 remaining at the end of the respective fiscal years must  
20 not be committed for expenditure after June 30 of the  
21 respective fiscal years by the Nevada Gaming Commission or  
22 any entity to which money from the authorization is granted  
23 or otherwise transferred in any manner, and any portion of the  
24 balance remaining must not be spent for any purpose after  
25 September 18, 2020, and September 17, 2021, respectively,  
26 by either the Nevada Gaming Commission or the entity to  
27 which money from the authorization was subsequently  
28 granted or transferred, and must be reverted to the State  
29 General Fund on or before September 18, 2020, and  
30 September 17, 2021, respectively.

31 **Sec. 56.5.** Section 10 of chapter 525, Statutes of Nevada 2019,  
32 at page 3144, is hereby amended to read as follows:

33 Sec. 10. **1.** Except as otherwise provided in  
34 *subsection 2 and* sections 11, 14, 16, 17, 19, 21 and 22 of  
35 ~~[this act and]~~ *chapter 525, Statutes of Nevada 2019, at page*  
36 *3131*, subsection 3 of section 12 of ~~[this act.]~~ *chapter 525,*  
37 *Statutes of Nevada 2019, at page 3131, and section 118.5 of*  
38 *this act*, where the operation of an office, department, board,  
39 agency, commission, institution or program is financed  
40 during the 2019-2021 biennium by an appropriation or  
41 appropriations from the State General Fund or the State  
42 Highway Fund as well as by money received from other  
43 sources, the portion provided by appropriation from the State  
44 General Fund or the State Highway Fund must be decreased  
45 to the extent that the receipts of the money from other



sources is exceeded, but such a decrease must not jeopardize the receipts of such money as is to be received from other sources.

*2. The provisions of subsection 1 do not apply to money received by the Supreme Court of Nevada from sources other than the State General Fund or the State Highway Fund during Fiscal Year 2020-2021.*

**Sec. 57.** Section 14 of chapter 516, Statutes of Nevada 2019, at page 3096, is hereby amended to read as follows:

Sec. 14. 1. There is hereby appropriated from the State General Fund to the Office of Science, Innovation and Technology in the Office of the Governor for awarding grants to elementary schools in this State to promote equitable access to and increase the quality of programs designed to introduce and teach science, technology, engineering and mathematics the following ~~[sums:]~~ *sum:*

For the Fiscal Year 2019-2020..... \$250,000  
~~For the Fiscal Year 2020-2021 ..... \$250,000~~

2. There is hereby appropriated from the State General Fund to the Office of Science, Innovation and Technology in the Office of the Governor to create a grant program for awarding grants in this State through regional advisory boards in each of three regions of this State to fund activities and programs in this State designed to increase awareness of, promote the benefits of and carry out programs that reinforce education in science, technology, engineering and mathematics the following ~~[sums:]~~ *sum:*

For the Fiscal Year 2019-2020..... \$300,000  
~~For the Fiscal Year 2020-2021 ..... \$300,000~~

3. ~~[The]~~ *Any remaining balance of the* sums appropriated in subsections 1 and 2 ~~[are available for either fiscal year. Any balance of those sums]~~ must not be committed for expenditure after June 30, ~~[2021,]~~ *2020*, by the entity to which the appropriation is made or any entity to which the money from the appropriation is granted or otherwise transferred in any manner, and any portion of the appropriated money remaining must not be spent for any purpose after September ~~[17, 2021,]~~ *18, 2020*, by either entity to which the money was appropriated or the entity to which the money was subsequently granted or transferred, and must be reverted to the State General Fund on or before September ~~[17, 2021,]~~ *18, 2020*.

**Sec. 58.** (Deleted by amendment.)

**Sec. 59.** (Deleted by amendment.)

**Sec. 60.** (Deleted by amendment.)



1 **Sec. 61.** Section 40.5 of chapter 478, Statutes of Nevada 2019,  
2 at page 2852, is hereby amended to read as follows:

3 Sec. 40.5. 1. There is hereby appropriated from the  
4 State General Fund to the Office of the Attorney General for  
5 the purpose of awarding grants of money to organizations that  
6 will use the grants to recruit and train persons to serve as  
7 sexual assault victims' advocates the following ~~{sums:}~~ *sum:*

8 For the Fiscal Year 2019-2020..... \$150,000  
9 ~~{For the Fiscal Year 2020-2021 .....\$150,000}~~

10 2. The Office of the Attorney General may not use more  
11 than 10 percent of the money appropriated by subsection 1 to  
12 administer the grant program established by this section.

13 **Sec. 62.** Section 41.5 of chapter 478, Statutes of Nevada 2019,  
14 at page 2852, is hereby amended to read as follows:

15 Sec. 41.5. Any *remaining* balance of the ~~{sums}~~ *sum*  
16 appropriated by section 40.5 of ~~{this act remaining at the end~~  
17 ~~of the respective fiscal years}~~ *chapter 478, Statutes of*  
18 *Nevada 2019, at page 2852,* must not be committed for  
19 expenditure after June 30 ~~{of the respective fiscal years}~~ ,  
20 *2020,* by the entity to which the appropriations are made or  
21 any entity to which money from the appropriations is granted  
22 or otherwise transferred in any manner, and any portion of the  
23 appropriated money remaining must not be spent for any  
24 purpose after September 18, 2020, ~~{and September 17, 2021,~~  
25 ~~respectively,}~~ by either the entity to which the money was  
26 appropriated or the entity to which the money was  
27 subsequently granted or transferred, and must be reverted to  
28 the State General Fund on or before September 18, 2020 . ~~{~~  
29 ~~and September 17, 2021, respectively.}~~

30 **Sec. 63.** (Deleted by amendment.)

31 **Sec. 64.** Section 5.5 of chapter 389, Statutes of Nevada 2019,  
32 at page 2450, is hereby amended to read as follows:

33 Sec. 5.5. 1. There is hereby appropriated from the  
34 State General Fund to the Department of Education for per  
35 diem allowance and travel expenses for members of the  
36 Nevada State Teacher Recruitment and Retention Advisory  
37 Task Force created by section 3 of ~~{this act}~~ *chapter 389,*  
38 *Statutes of Nevada 2019, at page 2449,* the following ~~{sums:}~~  
39 *sum:*

40 For the Fiscal Year 2019-2020..... \$7,692  
41 ~~{For the Fiscal Year 2020-2021 .....\$7,692}~~

42 2. Any *remaining* balance of the ~~{sums}~~ *sum*  
43 appropriated by subsection 1 ~~{remaining at the end of the~~  
44 ~~respective fiscal years}~~ must not be committed for  
45 expenditure after June 30 ~~{of the respective fiscal years}~~ ,



2020, by the entity to which the appropriation is made or any entity to which money from the appropriation is granted or otherwise transferred in any manner, and any portion of the appropriated money remaining must not be spent for any purpose after September 18, 2020, ~~[and September 17, 2021, respectively,]~~ by either the entity to which the money was appropriated or the entity to which the money was subsequently granted or transferred, and must be reverted to the State General Fund on or before September 18, 2020 . ~~[and September 17, 2021, respectively.]~~

**Sec. 65.** Section 5 of chapter 376, Statutes of Nevada 2019, at page 2371, is hereby amended to read as follows:

Sec. 5. 1. There is hereby appropriated from the State General Fund to the State Distributive School Account created by NRS 387.030:

For the Fiscal Year 2019-2020 .....\$1,166,677,713  
For the Fiscal Year 2020-2021 .... ~~[\$1,162,939,824]~~ \$1,144,793,365

2. The money appropriated by subsection 1 must be:

(a) Expended in accordance with NRS 353.150 to 353.246, inclusive, concerning the allotment, transfer, work program and budget; and

(b) Work-programmed for the 2 separate fiscal years of the 2019-2021 biennium, as required by NRS 353.215. Work programs may be revised with the approval of the Governor upon the recommendation of the Director of the Office of Finance in the Office of the Governor.

3. Transfers to and allotments from must be allowed and made in accordance with NRS 353.215 to 353.225, inclusive, after separate consideration of the merits of each request.

4. The money appropriated by subsection 1 is available for either fiscal year or may be transferred to Fiscal Year 2018-2019. Money may be transferred from one fiscal year to another with the approval of the Governor upon the recommendation of the Director of the Office of Finance in the Office of the Governor. If any money appropriated by subsection 1 is transferred to Fiscal Year 2018-2019, any remaining funds in the State Distributive School Account after all obligations have been met that are not subject to reversion to the State General Fund must be transferred back to Fiscal Year 2019-2020. Any amount transferred back to Fiscal Year 2019-2020 must not exceed the amount originally transferred to Fiscal Year 2018-2019.

5. Any remaining balance of the appropriation made by subsection 1 for Fiscal Year 2019-2020 must be transferred



and added to the money appropriated for Fiscal Year 2020-2021 and may be expended as that money is expended.

6. Any remaining balance of the appropriation made by subsection 1 for Fiscal Year 2020-2021, including any money added thereto pursuant to the provisions of subsections 3 and 5, must not be committed for expenditure after June 30, 2021, and must be reverted to the State General Fund on or before September 17, 2021.

**Sec. 66.** Section 16 of chapter 376, Statutes of Nevada 2019, at page 2374, is hereby amended to read as follows:

Sec. 16. 1. The Department of Education shall transfer from the State Distributive School Account the sum of ~~[\$165,487,286]~~ **\$147,340,827** for distribution by the Superintendent of Public Instruction to the county school districts for Fiscal Year 2020-2021 which must, except as otherwise provided in section 17 of ~~[this act.]~~ **chapter 376, Statutes of Nevada 2019, at page 2374,** be used to employ licensed teachers to comply with the required ratio of pupils to teachers in grades 1, 2 and 3, as set forth in subsection 1 of section 14 of ~~[this act.]~~ **chapter 376, Statutes of Nevada 2019, at page 2373.** Expenditures for the class-size reduction program must be accounted for in a separate category of expenditure in the State Distributive School Account.

2. Except as otherwise provided in section 17 of ~~[this act.]~~ **chapter 376, Statutes of Nevada 2019, at page 2374,** the money transferred by subsection 1 must be used to pay the salaries and benefits of not less than 1,915 licensed teachers employed by school districts to meet the required pupil-teacher ratios in the 2020-2021 school year.

3. Any remaining balance of the money transferred by subsection 1, including any money added thereto pursuant to section 15 of ~~[this act.]~~ **chapter 376, Statutes of Nevada 2019, at page 2374,** must not be committed for expenditure after June 30, 2021, and must be reverted to the State General Fund on or before September 17, 2021.

**Sec. 67.** Section 19 of chapter 376, Statutes of Nevada 2019, at page 2375, is hereby amended to read as follows:

Sec. 19. 1. There is hereby appropriated from the State General Fund to the Other State Education Programs Account in the State General Fund the following sums:

For the Fiscal Year 2019-2020 .....	\$91,939,398
For the Fiscal Year 2020-2021 .....	<del>[\$90,616,782]</del> <b>\$41,177,978</b>

2. The money appropriated by subsection 1 must be expended in accordance with NRS 353.150 to 353.246, inclusive, concerning the allotment, transfer, work program



1 and budget. Transfers to and allotments from must be allowed  
2 and made in accordance with NRS 353.215 to 353.225,  
3 inclusive, after separate consideration of the merits of each  
4 request.

5 3. Expenditure of \$1,200,000 by the Department of  
6 Education from money in the Other State Education Programs  
7 Account that was not appropriated from the State General  
8 Fund is hereby authorized during Fiscal Year 2020-2021.

9 4. The Department of Education shall transfer from the  
10 Other State Education Programs Account the sum of  
11 \$19,260,398 for ~~both~~ Fiscal Year 2019-2020 and *the sum of*  
12 *\$18,032,752 for* Fiscal Year 2020-2021 for distribution by the  
13 Superintendent of Public Instruction to county school districts  
14 for the support of courses which are approved by the  
15 Department of Education as meeting the course of study for  
16 an adult standard high school diploma as approved by the  
17 State Board of Education. In each fiscal year of the 2019-  
18 2021 biennium, the sum transferred must be allocated among  
19 the various school districts in accordance with a plan or  
20 formula developed by the Department of Education to ensure  
21 that the money is distributed equitably and in a manner that  
22 permits accounting for the expenditures of school districts.

23 5. The Department of Education shall, not later than  
24 November 1, 2019, and November 1, 2020, provide a written  
25 report to the Governor, the Legislative Committee on  
26 Education and the Director of the Legislative Counsel Bureau  
27 that describes, for the immediately preceding fiscal year, each  
28 expenditure made from the amount transferred in subsection 3  
29 of section 16 of chapter 394, Statutes of Nevada 2017, p.  
30 2597 or in subsection 4, as applicable, and the performance  
31 results of the participants of the Adult High School Diploma  
32 program.

33 6. Any remaining balance of the allocations made by  
34 subsection 4 for Fiscal Year 2019-2020 must be added to the  
35 money received by the school districts for Fiscal Year 2020-  
36 2021 and may be expended as that money is expended. Any  
37 remaining balance of the allocations made by subsection 4 for  
38 Fiscal Year 2020-2021, including any such money added  
39 from the previous fiscal year, must not be committed for  
40 expenditure after June 30, 2021, and must be reverted to the  
41 State General Fund on or before September 17, 2021.

42 7. The money appropriated by subsection 1 to finance  
43 specific programs as outlined in this subsection are available  
44 for both Fiscal Year 2019-2020 and Fiscal Year 2020-2021  
45 and may be transferred from one fiscal year to the other with



1 the approval of the Interim Finance Committee upon the  
2 recommendation of the Governor as follows:

3 (a) A total of \$49,285 in both Fiscal Year 2019-2020 and  
4 Fiscal Year 2020-2021 for reimbursement to public school  
5 teachers of the actual costs incurred for successful completion  
6 of the National Board Teacher Certification Program. Such  
7 reimbursement for each teacher must not exceed an amount  
8 equal to the actual verified costs incurred by the teacher or  
9 \$2,000, whichever is less.

10 (b) A total of \$3,640 in both Fiscal Year 2019-2020 and  
11 Fiscal Year 2020-2021 for reimbursement to school nurses of  
12 the actual examination cost for the successful completion of  
13 the National Board Certification for School Nurses.

14 (c) A total of \$668,740 in both Fiscal Year 2019-2020  
15 and Fiscal Year 2020-2021 to add a 5-percent salary  
16 increment for Nationally Board Certified School Counselors  
17 and School Psychologists.

18 (d) A total of \$449,142 in both Fiscal Year 2019-2020  
19 and Fiscal Year 2020-2021 for LEA library books.

20 (e) A total of \$13,543,822 in ~~both~~ Fiscal Year 2019-  
21 2020 and **\$12,543,822 in** Fiscal Year 2020-2021 for the  
22 award of grants for programs of career and technical  
23 education pursuant to NRS 388.393 and, notwithstanding the  
24 provisions of subsections 1, 2 and 3 of NRS 388.392, not for  
25 the use of leadership and training activities and pupil  
26 organizations.

27 (f) A total of \$5,106,645 in Fiscal Year 2019-2020 and  
28 ~~[\$4,201,645]~~ **\$3,613,415** in Fiscal Year 2020-2021 for the  
29 Jobs for America's Graduates Program. Of the total  
30 transferred in Fiscal Year 2019-2020 pursuant to this  
31 paragraph, an amount up to \$1,200,000 may only be allocated  
32 by the Department of Education to the Jobs for America's  
33 Graduates Program for expenditure upon determination that  
34 an equivalent match of money provided by other sources of  
35 funding received by the Jobs for America's Graduates  
36 Program has been secured.

37 (g) A total of \$850,000, with a maximum of \$50,000 to  
38 each of the 17 school districts, in ~~both~~ Fiscal Year 2019-  
39 2020 ~~[and Fiscal Year 2020-2021]~~ to support special  
40 counseling services for elementary school pupils at risk of  
41 failure.

42 (h) A total of \$18,798 in both Fiscal Year 2019-2020 and  
43 Fiscal Year 2020-2021 to pay the increase of salaries of  
44 professional school library media specialists required by  
45 NRS 391.163.



1 (i) A total of \$44,583 in both Fiscal Year 2019-2020 and  
2 Fiscal Year 2020-2021 for the Geographic Alliance in  
3 Nevada.

4 (j) A total of \$106,998 in both Fiscal Year 2019-2020 and  
5 Fiscal Year 2020-2021 for vocational student organizations.

6 (k) A total of \$750,000 in both Fiscal Year 2019-2020  
7 and Fiscal Year 2020-2021 for the Nevada Institute on  
8 Teaching and Educator Preparation. This funding must be  
9 used only to carry out the provisions of NRS 396.5185.

10 (l) A total of \$500,000 in ~~both~~ Fiscal Year 2019-2020  
11 and **\$200,000 in** Fiscal Year 2020-2021 to the Department of  
12 Education for transfer to the Clark County Public Education  
13 Foundation, Inc., for the implementation and operation of  
14 educational leadership training programs. Expenditure of this  
15 money is contingent upon matching money being provided  
16 from sources other than the appropriation in subsection 1. The  
17 Department of Education shall not distribute any money for  
18 the implementation and operation of educational leadership  
19 training programs until an equivalent amount of matching  
20 money has been committed.

21 8. Upon acceptance of the money transferred pursuant to  
22 paragraph (l) of subsection 7, the Clark County Public  
23 Education Foundation, Inc. agrees to:

24 (a) Prepare and transmit a report to the Interim Finance  
25 Committee on or before September 18, 2020, that describes  
26 each expenditure made from the money transferred pursuant  
27 to paragraph (l) of subsection 7 from the date on which the  
28 money was received by the Clark County Public Education  
29 Foundation, Inc. through June 30, 2020;

30 (b) Prepare and transmit a final report to the Interim  
31 Finance Committee on or before September 17, 2021, that  
32 describes each expenditure made from the money transferred  
33 pursuant to paragraph (l) of subsection 7 from the date on  
34 which the money was received by the Clark County Public  
35 Education Foundation, Inc. through June 30, 2021; and

36 (c) Upon request of the Legislative Commission, make  
37 available to the Legislative Auditor any of the books,  
38 accounts, claims, reports, vouchers or other records of  
39 information, confidential or otherwise, of the Clark County  
40 Public Education Foundation, Inc., regardless of their form or  
41 location, that the Legislative Auditor deems necessary to  
42 conduct an audit of the use of the money transferred pursuant  
43 to paragraph (l) of subsection 7.

44 9. Any remaining balance of the sums transferred in  
45 subsection 7 must not be committed for expenditure after



1 June 30, 2021, and must be reverted to the State General  
2 Fund on or before September 17, 2021.

3 10. Except as otherwise provided in subsections 6 and 9,  
4 unencumbered or unexpended balances of the appropriations  
5 made by this section for Fiscal Year 2019-2020 and Fiscal  
6 Year 2020-2021 must not be committed for expenditure after  
7 June 30 of each fiscal year. Except as otherwise provided in  
8 subsections 6 and 9, unencumbered or unexpended balances  
9 of these appropriations must revert to the State General Fund  
10 on or before September 18, 2020, and September 17, 2021,  
11 for each fiscal year respectively.

12 **Sec. 68.** Section 21 of chapter 376, Statutes of Nevada 2019,  
13 at page 2378, is hereby amended to read as follows:

14 Sec. 21. 1. The Department of Education shall transfer  
15 from the Other State Education Programs Account the sum of  
16 \$1,314,000 in ~~[both]~~ Fiscal Year 2019-2020 ~~[and Fiscal Year~~  
17 ~~2020-2021]~~ for incentive grants to public high schools for  
18 pupils who earn a college and career ready high school  
19 diploma, or reimbursement to a public high school or school  
20 district for costs associated with the administration or  
21 provision of an assessment, credential, certificate or  
22 certification required for receipt of a college and career ready  
23 high school diploma pursuant to NRS 390.605.

24 2. Any remaining balance of the ~~[sums]~~ *sum* transferred  
25 by subsection 1 must not be committed for expenditure after  
26 June 30 ~~[of each fiscal year]~~, *2020*, and must be reverted to  
27 the State General Fund on or before September 18, 2020 . ~~[~~  
28 ~~and September 17, 2021, for each fiscal year respectively.]~~

29 **Sec. 68.5.** Section 22 of chapter 376, Statutes of Nevada 2019,  
30 at page 2378, is hereby amended to read as follows:

31 Sec. 22. 1. The Department of Education shall transfer  
32 from the Other State Education Programs Account the sum of  
33 \$8,274,243 in ~~[both]~~ Fiscal Year 2019-2020 and *the sum of*  
34 *\$3,044,544 in* Fiscal Year 2020-2021 for pupils enrolled in  
35 school districts and charter schools who qualify for gifted and  
36 talented education programs.

37 2. The money transferred by subsection 1 must be  
38 distributed on a per-pupil basis to pupils who have been  
39 identified as gifted and talented through a state-approved  
40 identification procedure and must receive at least 150 minutes  
41 per week during the school year of differentiated instruction  
42 delivered by a person licensed by the Department of  
43 Education to teach pupils who are gifted and talented, unless  
44 the pupil's individualized educational program otherwise  
45 provides. The Department of Education shall calculate an



1 amount of funding for each pupil identified as gifted and  
2 talented for both Fiscal Year 2019-2020 and Fiscal Year  
3 2020-2021 by dividing the money appropriated by the  
4 Legislature for such pupils in Fiscal Year 2019-2020 and in  
5 Fiscal Year 2020-2021 by the total final count of such pupils  
6 in the immediately preceding fiscal year.

7 3. The money transferred by subsection 1 for pupils  
8 enrolled in school districts and charter schools who qualify  
9 for gifted and talented education programs:

10 (a) Must not be used to settle or arbitrate disputes  
11 between a recognized organization representing employees of  
12 a school district and the school district, or to settle any  
13 negotiations.

14 (b) Must not be used to adjust the district-wide schedules  
15 of salaries and benefits of the employees of a school district.

16 4. Any remaining balance of the sums transferred by  
17 subsection 1 for Fiscal Year 2019-2020 and Fiscal Year  
18 2020-2021 must not be committed for expenditure after  
19 June 30 of each fiscal year and must be reverted to the State  
20 General Fund on or before September 18, 2020, and  
21 September 17, 2021, for each fiscal year respectively.

22 **Sec. 69.** Section 23 of chapter 376, Statutes of Nevada 2019,  
23 at page 2379, is hereby amended to read as follows:

24 Sec. 23. 1. The Department of Education shall transfer  
25 from the Other State Education Programs Account the  
26 following ~~{sums}~~ *sum* for a college and career readiness grant  
27 program:

28 For the Fiscal Year 2019-2020..... \$5,000,000  
29 ~~{For the Fiscal Year 2020-2021 ..... \$5,000,000}~~

30 2. Except as otherwise provided in subsection 3, the  
31 money transferred by subsection 1 must be used by the  
32 Department of Education for awarding competitive grants to  
33 school districts and charter schools:

34 (a) To support dual enrollment for pupils enrolled in high  
35 schools, including, without limitation, charter schools, and  
36 simultaneously enrolled in college courses; and

37 (b) To create a competitive science, technology,  
38 engineering and mathematics grant program for pupils  
39 enrolled in middle schools and high schools, including,  
40 without limitation, charter schools, to assist those pupils in  
41 becoming college and career ready.

42 3. Of the money transferred by subsection 1, not more  
43 than \$750,000 in ~~{both}~~ Fiscal Year 2019-2020 ~~{and Fiscal~~  
44 ~~Year 2020-2021}~~ may be used by the Department of  
45 Education to provide competitive grants to school districts,



1 charter schools and nonprofit organizations for the  
2 development and implementation of work-based learning  
3 pilot programs.

4 4. The money transferred by subsection 1:

5 (a) Must be accounted for separately from any other  
6 money received by the school districts, charter schools and  
7 nonprofit organizations and used only for the purposes  
8 specified in this section.

9 (b) May not be used to settle or arbitrate disputes between  
10 a recognized organization representing employees of a school  
11 district and the school district, or to settle any negotiations.

12 (c) May not be used to adjust the district-wide schedules  
13 of salaries and benefits of the employees of a school district.

14 5. Any remaining balance of the ~~[sums] sum~~ transferred  
15 by subsection 1 for Fiscal Year 2019-2020 ~~[and Fiscal Year~~  
16 ~~2020-2021]~~ must not be committed for expenditure after  
17 June 30 ~~[of each fiscal year]~~, 2020, and must be reverted to  
18 the State General Fund on or before September 18, 2020 . ~~;~~  
19 ~~and September 17, 2021, for each fiscal year respectively.]~~

20 **Sec. 70.** Section 24 of chapter 376, Statutes of Nevada 2019,  
21 at page 2380, is hereby amended to read as follows:

22 Sec. 24. 1. The Department of Education shall transfer  
23 from the Other State Education Programs Account the  
24 following ~~[sums] sum~~ for underperforming schools:

25 For the Fiscal Year 2019-2020..... \$2,500,000  
26 ~~[For the Fiscal Year 2020-2021 ..... \$2,500,000]~~

27 2. The money transferred by subsection 1 must be used  
28 by the Department of Education to provide grants and other  
29 financial support, within the limits of legislative  
30 appropriation, to public schools to improve the achievement  
31 of pupils required by NRS 385A.650 for any one or more of  
32 the following:

33 (a) Activities to replicate high poverty/high performing  
34 schools and high performing schools.

35 (b) To support a transition period until such time as an  
36 underperforming school is sustainable at a three-star level, as  
37 determined by the Department of Education pursuant to the  
38 statewide system of accountability for public schools.

39 (c) Other activities consistent with the approved federal  
40 plan for school improvement.

41 3. The money transferred pursuant to subsection 1:

42 (a) Must be accounted for separately from any other  
43 money received by the school districts and charter schools of  
44 this State and used only for the purposes specified in  
45 subsection 2.



(b) May not be used to settle or arbitrate disputes between a recognized organization representing employees of a school district and the school district, or to settle any negotiations.

(c) May not be used to adjust the district-wide schedules of salaries and benefits of the employees of a school district.

4. Any remaining balance of the ~~[sums]~~ *sum* transferred by subsection 1 for Fiscal Year 2019-2020 ~~[and Fiscal Year 2020-2021]~~ must not be committed for expenditure after June 30 ~~[of each fiscal year]~~, 2020, and must be reverted to the State General Fund on or before September 18, 2020. ~~[and September 17, 2021, for each fiscal year respectively.]~~

**Sec. 71.** Section 25 of chapter 376, Statutes of Nevada 2019, at page 2380, is hereby amended to read as follows:

Sec. 25. 1. The Department of Education shall transfer from the Other State Education Programs Account the following ~~[sums]~~ *sum* for the Read by Grade 3 grant program:

For the Fiscal Year 2019-2020..... \$31,454,516  
~~[For the Fiscal Year 2020-2021 ..... \$31,429,229]~~

2. The money transferred by subsection 1 must be used by the Department of Education to provide grants and other financial support, within the limits of legislative appropriation, to public schools to support school-based efforts to ensure that all pupils are proficient in the subject area of reading by the end of the third grade. Such school-based efforts may include, without limitation:

- (a) Hiring or training learning strategists;
- (b) Entering into contracts with vendors for the purchase of reading assessments, textbooks, computer software or other materials;
- (c) Providing professional development for school personnel;
- (d) Providing programs to pupils before and after school and during intercessions or summer school; and
- (e) Providing other evidence-based literacy initiatives for pupils enrolled in kindergarten and grades 1, 2 and 3.

3. The board of trustees of a school district or the governing body of a charter school that receives a grant of money pursuant to subsection 2 shall:

- (a) Set measurable performance objectives based on aggregated pupil achievement data; and
- (b) Prepare and submit to the Department of Education, on or before September 1, 2020, for funding received from the state in Fiscal Year 2019-2020, ~~[and September 1, 2021,~~



~~for funding received from the state in Fiscal Year 2020-2021,]~~ a report that includes, without limitation:

(1) A description of the programs or services for which the money was used by each school; and

(2) The number of pupils who participated in a program or received services.

4. The Department of Education shall prepare a report that includes, without limitation:

(a) Identification of the schools that received an allocation of money by the school district or grant of money from the Department, as applicable;

(b) The amount of money received by each school;

(c) A description of the programs or services for which the money was used by each school;

(d) The number of pupils who participated in a program or received services;

(e) The average expenditure per pupil for each program or service;

(f) An evaluation of the effectiveness of the program or service, including, without limitation, data regarding the academic and linguistic achievement and proficiency of pupils who participated in such a program or received such services; and

(g) Any recommendations for legislation, including, without limitation, legislation to continue or expand programs or services that are identified as effective in improving the reading proficiency of pupils in kindergarten through grade 3.

5. On or before November 15, 2020, the Department shall submit the report prepared pursuant to subsection 4 and any recommendations made by the State Board of Education or the Legislative Committee on Education to the Governor and to the Director of the Legislative Counsel Bureau for transmittal to the 81st Session of the Nevada Legislature.

6. The money transferred pursuant to subsection 1:

(a) Must be accounted for separately from any other money received by the school districts and charter schools of this State and used only for the purposes specified in subsection 2.

(b) May not be used to settle or arbitrate disputes between a recognized organization representing employees of a school district and the school district, or to settle any negotiations.

(c) May not be used to adjust the district-wide schedules of salaries and benefits of the employees of a school district.

7. Any **remaining** balance of the money transferred by subsection 1 ~~remaining at the end of the respective fiscal~~



~~years~~ must not be committed for expenditure after June 30 ~~[of each fiscal year]~~, 2020, and must be reverted to the State General Fund on or before September 18, 2020 . ~~[, and September 17, 2021, respectively.]~~

**Sec. 72.** Section 26 of chapter 376, Statutes of Nevada 2019, at page 2381, is hereby amended to read as follows:

Sec. 26. 1. There is hereby appropriated from the State General Fund to the Account for Programs for Innovation and the Prevention of Remediation created by NRS 387.1247 the following sums:

For the Fiscal Year 2019-2020 ..... \$49,950,000

For the Fiscal Year 2020-2021 ..... ~~[\$49,950,000]~~ \$49,448,225

2. The money appropriated by subsection 1 must be expended in accordance with NRS 353.150 to 353.246, inclusive, concerning the allotment, transfer, work program and budget. Transfers to and allotments from must be allowed and made in accordance with NRS 353.215 to 353.225, inclusive, after separate consideration of the merits of each request.

3. The Department of Education shall transfer from the appropriation made by subsection 1 to the school districts specified in this subsection the following sums which must be used only to carry out the provisions of section 1 of Senate Bill No. 467 of ~~[this]~~ the 2019 session for Fiscal Year 2019-2020:

<u>School District:</u>	<u>2019-2020</u>
Clark County School District	\$37,981,010
Washoe County School District	\$6,917,574

4. Except as otherwise provided in subsection 5, the Department of Education shall calculate an amount of funding for each pupil identified as an English learner, as defined in NRS 385.007, for Fiscal Year 2020-2021, by dividing the money appropriated by subsection 1 for Fiscal Year 2020-2021 by the total final count of such pupils in Fiscal Year 2019-2020 and shall transfer the applicable sums to the school districts specified in subsection 3.

5. Of the sums appropriated by subsection 1, the Department of Education shall use not more than \$5,051,416 in Fiscal Year 2019-2020 and the amount determined in subsection 4 other than the amounts determined for the Clark County School District and Washoe County School District in Fiscal Year 2020-2021, which must be used only to carry out the provisions of section 1 of Senate Bill No. 467 of ~~[this]~~ the 2019 session to provide grants of money to the State Public Charter School Authority and the school districts, other than



1 the Clark County School District and the Washoe County  
2 School District. The board of trustees of a school district and  
3 the State Public Charter School Authority may submit an  
4 application to the Department on a form prescribed by the  
5 Department.

6 6. Any remaining balance of the transfers made by  
7 subsection 3 for Fiscal Year 2019-2020 must be added to the  
8 money transferred for Fiscal Year 2020-2021 and may be  
9 expended as that money is expended. Any remaining balance  
10 of the transfers made by subsection 4 for Fiscal Year 2020-  
11 2021, including any money added from the previous fiscal  
12 year, must not be committed for expenditure after June 30,  
13 2021, and must be reverted to the State General Fund on or  
14 before September 17, 2021.

15 7. Any remaining balance of the transfers made by  
16 subsection 5 for Fiscal Year 2019-2020 must be added to the  
17 money transferred for Fiscal Year 2020-2021 and may be  
18 expended as that money is expended. Any remaining balance  
19 of the transfers made pursuant to subsection 5 for Fiscal Year  
20 2020-2021, including any money added from the previous  
21 fiscal year, must not be committed for expenditure after  
22 June 30, 2021, and must be reverted to the State General  
23 Fund on or before September 17, 2021.

24 8. Any remaining balance of the appropriation made by  
25 subsection 1 must not be committed for expenditure after  
26 June 30, 2021, by the entity to which the appropriation is  
27 made or any entity to which money from the appropriation is  
28 granted or otherwise transferred in any manner, and any  
29 portion of the appropriated money remaining must not be  
30 spent for any purpose after September 17, 2021, by either the  
31 entity to which the money was appropriated or the entity to  
32 which the money was subsequently granted or transferred,  
33 and must be reverted to the State General Fund on or before  
34 September 17, 2021.

35 **Sec. 73.** Section 28 of chapter 376, Statutes of Nevada 2019,  
36 at page 2383, is hereby amended to read as follows:

37 Sec. 28. 1. There is hereby appropriated from the  
38 State General Fund to the Account for Programs for  
39 Innovation and the Prevention of Remediation created by  
40 NRS 387.1247 the following sums:

41 For the Fiscal Year 2019-2020 .....\$21,768,829  
42 For the Fiscal Year 2020-2021 .....~~[\$23,824,084]~~ \$21,976,755

43 2. The money appropriated by subsection 1 must be  
44 expended in accordance with NRS 353.150 to 353.246,  
45 inclusive, concerning the allotment, transfer, work program



1 and budget. Transfers to and allotments from must be allowed  
2 and made in accordance with NRS 353.215 to 353.225,  
3 inclusive, after separate consideration of the merits of each  
4 request.

5 3. The Department of Education shall transfer money  
6 from the appropriation made by subsection 1 to school  
7 districts and charter schools which must be used only to carry  
8 out the provisions of section 2 of Senate Bill No. 467 of ~~this~~  
9 *the 2019* session for Fiscal Year 2019-2020 and Fiscal Year  
10 2020-2021, respectively.

11 4. Expenditure of \$3,231,171 in Fiscal Year 2019-2020  
12 and \$1,175,916 in Fiscal Year 2020-2021 from money in the  
13 Account for Programs for Innovation and the Prevention of  
14 Remediation created by NRS 387.1247 that was not  
15 appropriated from the State General Fund is hereby  
16 authorized for use to carry out the provisions of section 2 of  
17 Senate Bill No. 467 of ~~this~~ *the 2019* session for Fiscal Year  
18 2019-2020 and Fiscal Year 2020-2021, respectively.

19 5. A Victory School that attains a performance rating of  
20 three-stars or higher, and that would otherwise not be eligible  
21 to receive a Victory Schools grant pursuant to the current  
22 program requirements, may retain 50 percent of the Victory  
23 Schools grant funding received in the preceding year to  
24 sustain successful programs for each year of the 2019-2021  
25 biennium.

26 6. Any remaining balance of the transfers made to carry  
27 out the provisions of section 2 of Senate Bill No. 467 of ~~this~~  
28 *the 2019* session for Fiscal Year 2019-2020 must be added to  
29 the money transferred for Fiscal Year 2020-2021 and may be  
30 expended as that money is expended. Any remaining balance  
31 of the transfers made to carry out the provisions of section 2  
32 of Senate Bill No. 467 of ~~this~~ *the 2019* session for Fiscal  
33 Year 2020-2021, including any money added from the  
34 previous fiscal year, must not be committed for expenditure  
35 after June 30, 2021, and must be reverted to the State General  
36 Fund on or before September 17, 2021.

37 **Sec. 74.** Section 31 of chapter 376, Statutes of Nevada 2019,  
38 at page 2385, is hereby amended to read as follows:

39 Sec. 31. 1. There is hereby appropriated from the  
40 State General Fund to the Professional Development  
41 Programs Account:

42 For the Fiscal Year 2019-2020 ..... \$7,667,393  
43 For the Fiscal Year 2020-2021 ..... ~~[\$7,667,393]~~ **\$7,339,697**

44 2. The money appropriated by subsection 1 must be  
45 expended in accordance with NRS 353.150 to 353.246,



1 inclusive, concerning the allotment, transfer, work program  
2 and budget. Transfers to and allotments from must be allowed  
3 and made in accordance with NRS 353.215 to 353.225,  
4 inclusive, after separate consideration of the merits of each  
5 request.

6 **Sec. 75.** Section 32 of chapter 376, Statutes of Nevada 2019,  
7 at page 2385, is hereby amended to read as follows:

8 Sec. 32. 1. Of the sums appropriated by subsection 1  
9 of section 31 of ~~[this act.]~~ *chapter 376, Statutes of Nevada*  
10 *2019, at page 2385*, the Department of Education shall  
11 transfer to the school districts specified in this subsection the  
12 following sums for Fiscal Year 2019-2020 and Fiscal Year  
13 2020-2021:

<u>School District</u>	<u>2019-2020</u>	<u>2020-2021</u>
Clark County School District	\$4,030,407	<del>[\$4,030,407]</del> \$3,855,876
Elko County School District	\$1,265,644	<del>[\$1,265,644]</del> \$1,210,837
Washoe County School District	\$2,271,342	<del>[\$2,271,342]</del> \$2,172,984
TOTAL:	\$7,567,393	<del>[\$7,567,393]</del> \$7,239,697

22 2. A school district that receives an allocation pursuant  
23 to subsection 1 shall serve as fiscal agent for the respective  
24 regional training program for the professional development of  
25 teachers and administrators. As fiscal agent, each school  
26 district is responsible for the payment, collection and holding  
27 of all money received from this State for the maintenance and  
28 support of the regional training program for the professional  
29 development of teachers and administrators and the Nevada  
30 Early Literacy Intervention Program established and operated  
31 by the applicable governing body.

32 3. Any remaining balance of the transfers made by  
33 subsection 1 for Fiscal Year 2019-2020 must be added to the  
34 money received by the school districts for Fiscal Year 2020-  
35 2021 and may be expended as that money is expended. Any  
36 remaining balance of the transfers made by subsection 1 for  
37 Fiscal Year 2020-2021, including any money added from the  
38 transfer for the previous fiscal year, must not be committed  
39 for expenditure after June 30, 2021, and must be reverted to  
40 the State General Fund on or before September 17, 2021.

41 **Sec. 76.** Section 36 of chapter 376, Statutes of Nevada 2019,  
42 at page 2387, is hereby amended to read as follows:

43 Sec. 36. 1. There is hereby appropriated from the  
44 State General Fund to the Great Teaching and Leading Fund  
45 created by NRS 391A.500 the following sums:



For the Fiscal Year 2019-2020 ..... \$4,907,254  
For the Fiscal Year 2020-2021 ..... ~~[\$4,907,254]~~ \$4,757,487

2. The Department of Education shall transfer from the Great Teaching and Leading Fund created by NRS 391A.500 the sum of \$4,907,254 in Fiscal Year 2019-2020 and ~~[\$4,907,254]~~ \$4,757,487 in Fiscal Year 2020-2021 to the Account for Programs for Innovation and the Prevention of Remediation created by NRS 387.1247. This funding must be used only to carry out the provisions of Assembly Bill No. 309 of ~~[this]~~ the 2019 session.

**Sec. 77.** Section 41 of chapter 376, Statutes of Nevada 2019, at page 2389, is hereby amended to read as follows:

Sec. 41. 1. There is hereby appropriated from the State General Fund to the Bullying Prevention Account created by NRS 388.1325 to provide bullying prevention grant funding to school districts:

For the Fiscal Year 2019-2020..... \$45,000  
~~[For the Fiscal Year 2020-2021 ..... \$45,000]~~

2. The money appropriated by subsection 1 must be expended in accordance with NRS 353.150 to 353.246, inclusive, concerning the allotment, transfer, work program and budget. Transfers to and allotments from must be allowed and made in accordance with NRS 353.215 to 353.225, inclusive, after separate consideration of the merits of each request.

3. Any remaining balance of the appropriation made by subsection 1 ~~[for Fiscal Year 2019-2020 and Fiscal Year 2020-2021]~~ must not be committed for expenditure after June 30 ~~[of each fiscal year]~~, 2020, and must be reverted to the State General Fund on or before September 18, 2020 . ~~[- and September 17, 2021, for each fiscal year respectively.]~~

**Sec. 78.** (Deleted by amendment.)

**Sec. 79.** Section 45 of chapter 376, Statutes of Nevada 2019, at page 2391, is hereby amended to read as follows:

Sec. 45. 1. There is hereby appropriated from the State General Fund to the Account for the New Nevada Education Funding Plan created by NRS 387.129 the following ~~[sums:]~~ sum:

For the Fiscal Year 2019-2020..... \$69,937,000  
~~[For the Fiscal Year 2020-2021 ..... \$69,937,000]~~

2. This funding must be used only to carry out the provisions of NRS 387.131 to 387.139, inclusive. The money appropriated by subsection 1 must be expended in accordance with NRS 353.150 to 353.246, inclusive, concerning the allotment, transfer, work program and budget. Transfers to



and allotments from must be allowed and made in accordance with NRS 353.215 to 353.225, inclusive, after separate consideration of the merits of each request.

3. Expenditure of \$22,044 in ~~[both]~~ Fiscal Year 2019-2020 ~~[and Fiscal Year 2020-2021]~~ from money in the Account for the New Nevada Education Funding Plan that was not appropriated from the State General Fund is hereby authorized for the New Nevada Education Funding Plan program to carry out the provisions of NRS 387.131 to 387.139, inclusive.

4. Any remaining balance of the appropriation made by subsection 1 must not be committed for expenditure after June 30, 2021, by the entity to which the appropriation is made or any entity to which money from the appropriation is granted or otherwise transferred in any manner, and any portion of the appropriated money remaining must not be spent for any purpose after September 17, 2021, by either the entity to which the money was appropriated or the entity to which the money was subsequently granted or transferred, and does not revert to the State General Fund.

**Sec. 80.** Section 46 of chapter 376, Statutes of Nevada 2019, at page 2392, is hereby amended to read as follows:

Sec. 46. 1. There is hereby appropriated from the State General Fund to the Teachers' School Supplies Reimbursement Account created by NRS 387.1253 to reimburse teachers for out-of-pocket expenses incurred in connection with purchasing necessary school supplies for the pupils they instruct:

For the Fiscal Year 2019-2020..... \$4,499,000  
~~[For the Fiscal Year 2020-2021 ..... \$4,499,000]~~

2. The money appropriated by subsection 1 must be expended in accordance with NRS 353.150 to 353.246, inclusive, concerning the allotment, transfer, work program and budget. Transfers to and allotments from must be allowed and made in accordance with NRS 353.215 to 353.225, inclusive, after separate consideration of the merits of each request.

3. Expenditure of \$1,000 in both Fiscal Year 2019-2020 and Fiscal Year 2020-2021 from money in the Teachers' School Supplies Reimbursement Account that was not appropriated from the State General Fund is hereby authorized to reimburse teachers for out-of-pocket expenses incurred in connection with purchasing necessary school supplies for the pupils they instruct.



1 4. Any remaining balance of the appropriation made by  
2 subsection 1 must not be committed for expenditure after  
3 June 30, 2021, by the entity to which the appropriation is  
4 made or any entity to which money from the appropriation is  
5 granted or otherwise transferred in any manner, and any  
6 portion of the appropriated money remaining must not be  
7 spent for any purpose after September 17, 2021, by either the  
8 entity to which the money was appropriated or the entity to  
9 which the money was subsequently granted or transferred,  
10 and does not revert to the State General Fund.

11 **Sec. 81.** (Deleted by amendment.)

12 **Sec. 82.** 1. Notwithstanding any other provision of law to the  
13 contrary, upon approval of the Chief of the Budget Division of the  
14 Office of Finance, the Senate Fiscal Analyst and the Assembly  
15 Fiscal Analyst, revisions in the following work programs must be  
16 processed and carried out, as soon as practicable, without further  
17 legislative approval:

18 (a) For the work program for Budget Account 101-2698,  
19 Department of Education - School Safety, by transferring \$876,020  
20 to Category 93, Reserve for Reversion, within that Account.

21 (b) For the work program for Budget Account 101-1325, Office  
22 of Finance, Office of the Governor - SMART 21, by transferring  
23 \$5,265,000 to Category 93, Reserve for Reversion, within that  
24 Account.

25 (c) For the work program for Budget Account 101-4061,  
26 Nevada Gaming Control Board - Gaming Control Board, by  
27 transferring \$3,947,460 to Category 93, Reserve for Reversion,  
28 within that Account.

29 (d) For the work program for Budget Account 101-3740,  
30 Department of Public Safety - Division of Parole and Probation, by  
31 transferring \$675,449 to Category 93, Reserve for Reversion, within  
32 that Account.

33 (e) For the work program for Budget Account 101-4195, State  
34 Department of Conservation and Natural Resources - Division of  
35 Forestry, by transferring \$257,670 to Category 93, Reserve for  
36 Reversion, within that Account.

37 (f) For the work program for Budget Account 101-4198, State  
38 Department of Conservation and Natural Resources - Forestry  
39 Conservation Camps, by transferring \$120,790 to Category 93,  
40 Reserve for Reversion, within that Account.

41 (g) For the work program for Budget Account 201-4660,  
42 Department of Transportation - Transportation Administration, by  
43 transferring \$1,800,000 to Category 93, Reserve for Reversion,  
44 within that Account.



1 (h) For the work program for Budget Account 101-3224,  
2 Department of Health and Human Services, Division of Public and  
3 Behavioral Health - Community Health Services, by transferring  
4 \$112,000 to Category 93, Reserve for Reversion, within that  
5 Account.

6 (i) For the work program for Budget Account 101-3217,  
7 Department of Health and Human Services, Division of Public and  
8 Behavioral Health - Health Care Facilities Admin. Penalty, by  
9 transferring \$100,000 to Category 93, Reserve for Reversion, within  
10 that Account.

11 (j) For the work program for Budget Account 525-3727,  
12 Department of Corrections - Prison Ranch, by transferring \$350,000  
13 to Category 93, Reserve for Reversion, within that Account.

14 (k) For the work program for Budget Account 525-3719,  
15 Department of Corrections - Prison Industry, by transferring  
16 \$250,000 to Category 93, Reserve for Reversion, within that  
17 Account.

18 (l) For the work program for Budget Account 101-3170,  
19 Department of Health and Human Services, Division of Public and  
20 Behavioral Health - Behavioral Health Prev. & Treatment, by  
21 transferring \$1,698,944 to Category 93, Reserve for Reversion,  
22 within that Account.

23 (m) For the work program for Budget Account 101-1047,  
24 Attorney General - State Settlements, by transferring \$112,394 to  
25 Category 93, Reserve for Reversion, within that Account.

26 (n) For the work program for Budget Account 101-2719,  
27 Department of Education - District Support Services, by transferring  
28 \$36,000 to Category 93, Reserve for Reversion, within that  
29 Account.

30 (o) For the work program for Budget Account 101-2943,  
31 Department of Tourism and Cultural Affairs - Nevada State  
32 Museum, Las Vegas, by transferring \$2,000,000 to Category 93,  
33 Reserve for Reversion, within that Account.

34 (p) For the work program for Budget Account 101-1030,  
35 Attorney General - Administrative Budget Account, by transferring  
36 \$1,309,152 to Category 93, Reserve for Reversion, within that  
37 Account.

38 2. Notwithstanding any other provision of law to the contrary,  
39 all money transferred to Category 93, Reserve for Reversion, from  
40 each budget account pursuant to subsection 1 must, as soon as  
41 practicable, be transferred to Budget Account 101-9015, Budget  
42 Reserve, and must be reverted to the State General Fund at the close  
43 of Fiscal Year 2020-2021, not later than September 17, 2021.

44 **Sec. 83.** The State Controller shall transfer the sum of  
45 \$400,000 from the Account for Charter Schools created by



1 NRS 388A.432 to Budget Account 101-9015, Budget Reserve, for  
2 unrestricted State General Fund use to offset the difference between  
3 projected revenues and collections and to be used only as necessary  
4 to meet existing and future obligations of the State.

5 **Sec. 84.** The State Controller shall transfer the sum of  
6 \$6,000,000 from the Employment Security Fund created by NRS  
7 612.615 to Budget Account 101-9015, Budget Reserve, for  
8 unrestricted State General Fund use to offset the difference between  
9 projected revenues and collections and to be used only as necessary  
10 to meet existing and future obligations of the State.

11 **Sec. 85.** The State Controller shall transfer the sum of  
12 \$1,063,168 from the Nevada Promise Scholarship Account created  
13 by NRS 396.9645 to Budget Account 101-9015, Budget Reserve,  
14 for unrestricted State General Fund use to offset the difference  
15 between projected revenues and collections and to be used only as  
16 necessary to meet existing and future obligations of the State.

17 **Sec. 86.** The State Controller shall transfer the sum of  
18 \$375,000 from the Educational Trust Account created by subsection  
19 8 of NRS 120A.610 to Budget Account 101-9015, Budget Reserve,  
20 for unrestricted State General Fund use to offset the difference  
21 between projected revenues and collections and to be used only as  
22 necessary to meet existing and future obligations of the State.

23 **Sec. 87.** The State Controller shall transfer the sum of  
24 \$8,283,379 from the Account for Programs for Innovation and the  
25 Prevention of Remediation created by NRS 387.1247 to Budget  
26 Account 101-9015, Budget Reserve, for unrestricted State General  
27 Fund use to offset the difference between projected revenues and  
28 collections and to be used only as necessary to meet existing and  
29 future obligations of the State.

30 **Sec. 88.** The State Controller shall transfer the sum of  
31 \$600,000 from the Grant Fund for Incentives for Licensed  
32 Educational Personnel created by NRS 391A.400 to Budget  
33 Account 101-9015, Budget Reserve, for unrestricted State General  
34 Fund use to offset the difference between projected revenues and  
35 collections and to be used only as necessary to meet existing and  
36 future obligations of the State.

37 **Sec. 89.** The State Controller shall transfer the sum of \$21,204  
38 from the Graffiti Reward Account created by NRS 206.340 to  
39 Budget Account 101-9015, Budget Reserve, for unrestricted State  
40 General Fund use to offset the difference between projected  
41 revenues and collections and to be used only as necessary to meet  
42 existing and future obligations of the State.

43 **Sec. 90.** The State Controller shall transfer the sum of  
44 \$100,000 from the Construction Education Account created by NRS  
45 624.580 to Budget Account 101-9015, Budget Reserve, for



1 unrestricted State General Fund use to offset the difference between  
2 projected revenues and collections and to be used only as necessary  
3 to meet existing and future obligations of the State.

4 **Sec. 91.** The State Controller shall transfer the sum of  
5 \$300,000 from the Severe Financial Emergency Fund created by  
6 NRS 354.721 to Budget Account 101-9015, Budget Reserve, for  
7 unrestricted State General Fund use to offset the difference between  
8 projected revenues and collections and to be used only as necessary  
9 to meet existing and future obligations of the State.

10 **Sec. 92.** The State Controller shall transfer the sum of  
11 \$500,000 from the Tax on Liquor Program Account created by NRS  
12 458.098 to Budget Account 101-9015, Budget Reserve, for  
13 unrestricted State General Fund use to offset the difference between  
14 projected revenues and collections and to be used only as necessary  
15 to meet existing and future obligations of the State.

16 **Sec. 93.** The State Controller shall transfer the sum of  
17 \$133,181 from the Account to Restore the Sagebrush Ecosystem  
18 created by NRS 232.161 to Budget Account 101-9015, Budget  
19 Reserve, for unrestricted State General Fund use to offset the  
20 difference between projected revenues and collections and to be  
21 used only as necessary to meet existing and future obligations of the  
22 State.

23 **Sec. 94.** The State Controller shall transfer the sum of  
24 \$478,022 from the Small Business Enterprise Loan Account created  
25 by NRS 231.14095 to Budget Account 101-9015, Budget Reserve,  
26 for unrestricted State General Fund use to offset the difference  
27 between projected revenues and collections and to be used only as  
28 necessary to meet existing and future obligations of the State.

29 **Sec. 95.** The State Controller shall transfer the sum of  
30 \$960,000 from the Fund for Insurance Premiums created by NRS  
31 331.187 to Budget Account 101-9015, Budget Reserve, for  
32 unrestricted State General Fund use to offset the difference between  
33 projected revenues and collections and to be used only as necessary  
34 to meet existing and future obligations of the State.

35 **Sec. 96.** The State Controller shall transfer the sum of  
36 \$8,000,000 from the Offenders' Store Fund created by NRS 209.221  
37 to Budget Account 101-9015, Budget Reserve, for unrestricted State  
38 General Fund use to offset the difference between projected  
39 revenues and collections and to be used only as necessary to meet  
40 existing and future obligations of the State.

41 **Sec. 97.** The State Controller shall transfer the sum of  
42 \$9,000,000 from the Consolidated Bond Interest and Redemption  
43 Fund created by NRS 349.090 to Budget Account 101-9015, Budget  
44 Reserve, for unrestricted State General Fund use to offset the  
45 difference between projected revenues and collections and to be



1 used only as necessary to meet existing and future obligations of the  
2 State.

3 **Sec. 98.** The State Controller shall transfer the sum of  
4 \$16,851,440 from the Fund for a Healthy Nevada created by NRS  
5 439.620 to Budget Account 101-9015, Budget Reserve, for  
6 unrestricted State General Fund use to offset the difference between  
7 projected revenues and collections and to be used only as necessary  
8 to meet existing and future obligations of the State.

9 **Sec. 99.** The State Controller shall transfer the sum of  
10 \$7,000,000 from the Disaster Relief Account created by NRS  
11 353.2735 to Budget Account 101-9015, Budget Reserve, for  
12 unrestricted State General Fund use to offset the difference between  
13 projected revenues and collections and to be used only as necessary  
14 to meet existing and future obligations of the State.

15 **Sec. 100.** The State Controller shall transfer the sum of  
16 \$11,098,370 from the account created pursuant to paragraph (a) of  
17 subsection 1 of NRS 598.0975 to Budget Account 101-9015,  
18 Budget Reserve, for unrestricted State General Fund use to offset  
19 the difference between projected revenues and collections and to be  
20 used only as necessary to meet existing and future obligations of the  
21 State.

22 **Sec. 101.** The State Controller shall transfer the sum of  
23 \$26,228,299 from the Contingency Account created by NRS  
24 353.266 to Budget Account 101-9015, Budget Reserve, for  
25 unrestricted State General Fund use to offset the difference between  
26 projected revenues and collections and to be used only as necessary  
27 to meet existing and future obligations of the State.

28 **Sec. 102.** The State Controller shall transfer the sum of  
29 \$29,822 from the Grant Matching Fund created by section 1.5 of  
30 chapter 575, Statutes of Nevada 2019, at page 3708, to Budget  
31 Account 101-9015, Budget Reserve, for unrestricted State General  
32 Fund use to offset the difference between projected revenues and  
33 collections and to be used only as necessary to meet existing and  
34 future obligations of the State.

35 **Sec. 103.** The State Controller shall transfer the sum of  
36 \$94,591 from the Great Teaching and Leading Fund created by NRS  
37 391A.500, to Budget Account 101-9015, Budget Reserve, for  
38 unrestricted State General Fund use to offset the difference between  
39 projected revenues and collections and to be used only as necessary  
40 to meet existing and future obligations of the State.

41 **Sec. 104.** The State Controller shall transfer the sum of  
42 \$1,868,043 from the Account for the New Nevada Education  
43 Funding Plan created by NRS 387.129 to Budget Account 101-  
44 9015, Budget Reserve, for unrestricted State General Fund use to  
45 offset the difference between projected revenues and collections and



1 to be used only as necessary to meet existing and future obligations  
2 of the State.

3 **Sec. 105.** The State Controller shall transfer the sum of \$1,000  
4 from the Teachers' School Supplies Assistance Account created by  
5 NRS 387.1253 to Budget Account 101-9015, Budget Reserve, for  
6 unrestricted State General Fund use to offset the difference between  
7 projected revenues and collections and to be used only as necessary  
8 to meet existing and future obligations of the State.

9 **Sec. 106.** The State Controller shall transfer the sum of  
10 \$100,000 from the Account for Computer Education and  
11 Technology created by NRS 391.369 to Budget Account 101-9015,  
12 Budget Reserve, for unrestricted State General Fund use to offset  
13 the difference between projected revenues and collections and to be  
14 used only as necessary to meet existing and future obligations of the  
15 State.

16 **Sec. 107.** The State Controller shall transfer the sum of  
17 \$2,000,000 from the Millennium Scholarship Trust Fund created by  
18 NRS 396.926 to Budget Account 101-9015, Budget Reserve, for  
19 unrestricted State General Fund use to offset the difference between  
20 projected revenues and collections and to be used only as necessary  
21 to meet existing and future obligations of the State.

22 **Sec. 108.** Notwithstanding any other provision of law to the  
23 contrary, transfers of money to Budget Account 101-9015, Budget  
24 Reserve, that are required pursuant to sections 83 to 107, inclusive,  
25 of this act must be made as soon as practicable when the money  
26 becomes available, and the balance of that money must be reverted  
27 to the State General Fund at the close of Fiscal Year 2020-2021, not  
28 later than September 17, 2021.

29 **Sec. 109.** In addition to the amount authorized in section 1 of  
30 chapter 525, Statutes of Nevada 2019, at page 3131, expenditure of  
31 \$13,985,573 not appropriated from the State General Fund or the  
32 State Highway Fund is hereby authorized during Fiscal Year 2020-  
33 2021 by the Division of Welfare and Supportive Services of the  
34 Department of Health and Human Services for Budget Account 101-  
35 3233, Welfare Field Services, for personnel costs of certain workers  
36 under the Coronavirus Aid, Relief and Economic Security Act, Pub.  
37 Law 116-136.

38 **Sec. 110.** In addition to the amount authorized in section 1 of  
39 chapter 525, Statutes of Nevada 2019, at page 3131, expenditure of  
40 \$780,972 not appropriated from the State General Fund or the State  
41 Highway Fund is hereby authorized during Fiscal Year 2020-2021  
42 by the Division of Public and Behavioral Health of the Department  
43 of Health and Human Services for Budget Account 101-3161,  
44 Southern Nevada Adult Mental Health Services, for support of the  
45 Mobile Outreach Safety Team.



1     **Sec. 111.** In addition to the amount authorized in section 1 of  
2 chapter 525, Statutes of Nevada 2019, at page 3131, expenditure of  
3 \$427,386 not appropriated from the State General Fund or the State  
4 Highway Fund is hereby authorized during Fiscal Year 2020-2021  
5 by the Division of Public and Behavioral Health of the Department  
6 of Health and Human Services for Budget Account 101-3162,  
7 Northern Nevada Adult Mental Health Services, for support of the  
8 Mobile Outreach Safety Team.

9     **Sec. 112.** In addition to the amount authorized in section 1 of  
10 chapter 525, Statutes of Nevada 2019, at page 3131, expenditure of  
11 \$27,368 not appropriated from the State General Fund or the State  
12 Highway Fund is hereby authorized during Fiscal Year 2020-2021  
13 by the Division of Public and Behavioral Health of the Department  
14 of Health and Human Services for Budget Account 101-3219,  
15 Biostatistics and Epidemiology, for personnel costs of certain  
16 positions.

17     **Sec. 113.** In addition to the amount authorized in section 1 of  
18 chapter 525, Statutes of Nevada 2019, at page 3131, expenditure of  
19 \$144,830 not appropriated from the State General Fund or the State  
20 Highway Fund is hereby authorized during Fiscal Year 2020-2021  
21 by the Office of the State Treasurer for Budget Account 101-1080,  
22 State Treasurer, for personnel and operating expenditures.

23     **Sec. 114.** In addition to the amount authorized in section 1 of  
24 chapter 525, Statutes of Nevada 2019, at page 3131, expenditure of  
25 \$27,657 not appropriated from the State General Fund or the State  
26 Highway Fund is hereby authorized during Fiscal Year 2020-2021  
27 by the Department of Wildlife for Budget Account 101-4466,  
28 Diversity Division, for support of terrestrial restoration projects and  
29 nongame species management.

30     **Sec. 115.** In addition to the amount authorized in section 1 of  
31 chapter 525, Statutes of Nevada 2019, at page 3131, expenditure of  
32 \$156,331 not appropriated from the State General Fund or the State  
33 Highway Fund is hereby authorized during Fiscal Year 2020-2021  
34 by the Department of Wildlife for Budget Account 101-4467,  
35 Habitat, for work related to the federal National Environmental  
36 Policy Act and technical reviews and analyses of potential impacts  
37 to wildlife and associated habitats in Nevada.

38     **Sec. 116.** In addition to the amount authorized in section 1 of  
39 chapter 525, Statutes of Nevada 2019, at page 3131, expenditure of  
40 \$300,000 not appropriated from the State General Fund or the State  
41 Highway Fund is hereby authorized during Fiscal Year 2020-2021  
42 by the Department of Education for Budget Account 101-2673,  
43 Office of the Superintendent, for the personnel costs of certain  
44 workers.



1     **Sec. 117.** In addition to the amount authorized in section 1 of  
2 chapter 525, Statutes of Nevada 2019, at page 3131, expenditure of  
3 \$85,787 not appropriated from the State General Fund or the State  
4 Highway Fund is hereby authorized during Fiscal Year 2020-2021  
5 by the Department of Education for Budget Account 101-2675,  
6 Standards and Instructional Support, for the personnel costs of  
7 certain workers.

8     **Sec. 117.5.** 1. The Chief of the Budget Division of the  
9 Office of Finance created by NRS 223.400 shall transfer  
10 \$50,000,000 from Budget Account 101-1327 to the Account for  
11 Programs for Innovation and the Prevention of Remediation created  
12 by NRS 387.1247.

13     2. There is hereby authorized for expenditure the sum of  
14 \$50,000,000 from the Account for Programs for Innovation and the  
15 Prevention of Remediation created by NRS 387.1247 by the  
16 Department of Education for the establishment of the grant program  
17 required by subsection 3. Such money must not be used for  
18 administrative expenditures of the Department of Education.

19     3. The Superintendent of Public Instruction shall establish a  
20 grant program for the purpose of awarding grants of the money  
21 authorized for expenditure pursuant to subsection 2 to school  
22 districts and charter schools in this State to develop and implement  
23 the capability to provide alternative intensive instruction, including,  
24 without limitation, providing Internet connectivity to pupils and  
25 developing and providing programs to mitigate deficits in  
26 educational attainment, to the categories of pupils identified by the  
27 Superintendent of Public Instruction pursuant to subsection 4 who  
28 are likely to develop the largest deficits in educational attainment as  
29 a result of the loss of in-person intensive instruction. Grants  
30 awarded pursuant to such a program must be allocated on a per  
31 pupil basis for the number of pupils in each category of pupils  
32 identified by the Superintendent of Public Instruction pursuant to  
33 subsection 4 who are enrolled at the public schools in the school  
34 district or the charter school. The money awarded from a grant  
35 pursuant to this section must not be used for any expense incurred  
36 before March 1, 2020, or after December 30, 2020.

37     4. The Superintendent of Public Instruction shall identify the  
38 categories of pupils who are likely to develop the largest deficits in  
39 educational attainment as a result of the loss of in-person intensive  
40 instruction, which must include, without limitation:

41     (a) Elementary school pupils who exhibit a deficiency in the  
42 subject area of reading, including, without limitation, pupils  
43 identified pursuant to NRS 392.750 and pupils who are entitled to  
44 receive intervention services and intensive instruction pursuant to  
45 NRS 392.760;



1 (b) Pupils who are English learners, as defined in NRS 385.007;  
2 (c) Pupils who are eligible for a free or reduced-price lunch  
3 pursuant to 42 U.S.C. §§ 1751 et seq.;

4 (d) Pupils who scored at or below the 25th percentile on an  
5 assessment of proficiency described in paragraphs (a) to (e),  
6 inclusive, of subsection 1 of NRS 387.137 or, for a grade level for  
7 which such an assessment does not exist or does not provide  
8 sufficient information to identify all such pupils, are projected to be  
9 at or below the 25th percentile for proficiency by the Department of  
10 Education pursuant to subsection 2 of NRS 387.137;

11 (e) Pupils who attend a public school which is rated at or below  
12 the 10th percentile of lowest performing schools, as determined by  
13 the Department of Education pursuant to the statewide system of  
14 accountability for public schools; and

15 (f) Any other category of pupils that the Superintendent of  
16 Public Instruction determines to be likely to develop a  
17 disproportionate deficit in educational attainment as a result of the  
18 loss of in-person intensive instruction.

19 5. Money awarded under the grant program established  
20 pursuant to subsection 3 must not be used to support a pupil  
21 participating in a program of special education pursuant to  
22 NRS 388.419.

23 6. All money awarded under the grant program established  
24 pursuant to subsection 3 must be expended by the recipient of the  
25 money on or before December 30, 2020. Any remaining balance of  
26 the money must not be committed for expenditure on or after  
27 December 30, 2020, by the Department of Education or any entity to  
28 which the money is granted or otherwise transferred in any manner,  
29 and any portion of the money remaining must not be spent for any  
30 purpose after December 30, 2020, by either the Department of  
31 Education or the entity to which the money was subsequently  
32 granted or transferred, and must be reverted to Budget Account  
33 101-1327.

34 7. The money authorized for expenditure pursuant to  
35 subsection 2 is not intended to finance ongoing expenditures of the  
36 Department of Education or any recipient of an award of money  
37 under the grant program established pursuant to subsection 3, and  
38 the expenditures financed with that money must not be included as  
39 base budget expenditures in the proposed budget for the Executive  
40 Department of the State Government for the 2021-2023 biennium.

41 8. The money awarded under the grant program established  
42 pursuant to subsection 3:

43 (a) Must be accounted for separately from any other money  
44 received by the school district or charter school and used only for  
45 the purposes specified in subsection 3.



1 (b) May not be used to settle or arbitrate disputes between a  
2 recognized organization representing employees of a school district  
3 and the school district, or to settle any negotiations.

4 (c) May not be used to adjust the district-wide schedules of  
5 salaries and benefits of the employees of a school district.

6 **Sec. 118.** In addition to the amount authorized in section 1 of  
7 chapter 525, Statutes of Nevada 2019, at page 3131, expenditure of  
8 \$121,131 not appropriated from the State General Fund or the State  
9 Highway Fund is hereby authorized during Fiscal Year 2020-2021  
10 by the State Department of Agriculture for Budget Account 101-  
11 4545, Agriculture Registration/Enforcement, for the personnel costs  
12 of certain workers.

13 **Sec. 118.5.** In addition to the amount authorized in section 1  
14 of chapter 525, Statutes of Nevada 2019, at page 3131, if the  
15 Division of Health Care Financing and Policy of the Department of  
16 Health and Human Services receives additional money not  
17 appropriated from the State General Fund or the State Highway  
18 Fund during Fiscal Year 2019-2020 or Fiscal Year 2020-2021 for  
19 the Nevada Medicaid budget or the Nevada Check-Up Program  
20 budget, the Division may accept the money in accordance with  
21 chapter 353 of NRS to support the Nevada Medicaid budget and the  
22 Nevada Check-Up Program budget.

23 **Sec. 119.** Notwithstanding the provisions of paragraph (b) of  
24 subsection 1 of NRS 353.288, the State Controller shall not make  
25 the transfer required by paragraph (b) of subsection 1 of NRS  
26 353.288 during Fiscal Year 2020-2021 from the State General Fund  
27 to the Account to Stabilize the Operation of the State Government  
28 created by NRS 353.288.

29 **Sec. 120.** NRS 120A.610 is hereby amended to read as  
30 follows:

31 120A.610 1. Except as otherwise provided in subsections 4 to  
32 8, inclusive, all abandoned property other than money delivered to  
33 the Administrator under this chapter must, within 2 years after the  
34 delivery, be sold by the Administrator to the highest bidder at public  
35 sale in whatever manner affords, in his or her judgment, the most  
36 favorable market for the property. The Administrator may decline  
37 the highest bid and reoffer the property for sale if the Administrator  
38 considers the bid to be insufficient.

39 2. Any sale held under this section must be preceded by a  
40 single publication of notice, not less than 21 days before sale, in a  
41 newspaper of general circulation in the county in which the property  
42 is to be sold. The Administrator may provide additional notice of  
43 any such sale at any time and in any manner that the Administrator  
44 selects.



1 3. The purchaser of property at any sale conducted by the  
2 Administrator pursuant to this chapter takes the property free of all  
3 claims of the owner or previous holder and of all persons claiming  
4 through or under them. The Administrator shall execute all  
5 documents necessary to complete the transfer of ownership.

6 4. Except as otherwise provided in subsection 5, the  
7 Administrator need not offer any property for sale if the  
8 Administrator considers that the probable cost of the sale will  
9 exceed the proceeds of the sale. The Administrator may destroy or  
10 otherwise dispose of such property or may transfer it to:

11 (a) The Nevada State Museum Las Vegas, the Nevada State  
12 Museum or the Nevada Historical Society, upon its written request,  
13 if the property has, in the opinion of the requesting institution,  
14 historical, artistic or literary value and is worthy of preservation; or

15 (b) A genealogical library, upon its written request, if the  
16 property has genealogical value and is not wanted by the Nevada  
17 State Museum Las Vegas, the Nevada State Museum or the Nevada  
18 Historical Society.

19 ↪ An action may not be maintained by any person against the  
20 holder of the property because of that transfer, disposal or  
21 destruction.

22 5. The Administrator shall transfer property to the Department  
23 of Veterans Services, upon its written request, if the property has  
24 military value.

25 6. Securities delivered to the Administrator pursuant to this  
26 chapter may be sold by the Administrator at any time after the  
27 delivery. Securities listed on an established stock exchange must be  
28 sold at the prevailing price for that security on the exchange at the  
29 time of sale. Other securities not listed on an established stock  
30 exchange may be sold:

31 (a) Over the counter at the prevailing price for that security at  
32 the time of sale; or

33 (b) By any other method the Administrator deems acceptable.

34 7. The Administrator shall hold property that was removed  
35 from a safe-deposit box or other safekeeping repository for 1 year  
36 after the date of the delivery of the property to the Administrator,  
37 unless that property is a will or a codicil to a will, in which case the  
38 Administrator shall hold the property for 10 years after the date of  
39 the delivery of the property to the Administrator. If no claims are  
40 filed for the property within that period and the Administrator  
41 determines that the probable cost of the sale of the property will  
42 exceed the proceeds of the sale, it may be destroyed.

43 8. All proceeds received by the Administrator from abandoned  
44 gift certificates must be accounted for separately in the Abandoned  
45 Property Trust Account in the State General Fund. At the end of



1 each fiscal year, before any other money in the Abandoned Property  
2 Trust Account is transferred pursuant to NRS 120A.620, the balance  
3 in the subaccount created pursuant to this subsection, less any costs,  
4 service charges or claims chargeable to the subaccount, must be  
5 transferred to the Educational Trust Account, which is hereby  
6 created in the State General Fund. The money in the Educational  
7 Trust Account may be expended only as authorized by the  
8 Legislature **⚡ for any purpose**, if it is in session, or by the Interim  
9 Finance Committee, if the Legislature is not in session, for  
10 educational purposes.

11 **Sec. 121.** NRS 209.221 is hereby amended to read as follows:

12 209.221 1. The Offenders' Store Fund is hereby created as a  
13 special revenue fund. All money received for the benefit of  
14 offenders through contributions, and from other sources not  
15 otherwise required to be deposited in another fund, must be  
16 deposited in the Offenders' Store Fund.

17 2. The Director shall:

18 (a) Keep, or cause to be kept, a full and accurate account of the  
19 Fund;

20 (b) Submit reports to the Board relative to money in the Fund as  
21 may be required from time to time; and

22 (c) Submit a monthly report to the offenders of the amount of  
23 money in the Fund by posting copies of the report at locations  
24 accessible to offenders generally or by delivery of copies to the  
25 appropriate representatives of the offenders if any are selected.

26 3. Except as otherwise provided in subsections 4 to 10,  
27 inclusive, money in the Offenders' Store Fund, except interest  
28 earned upon it, must be expended for the welfare and benefit of all  
29 offenders **⚡ or for any other purpose authorized by the**  
30 **Legislature.**

31 4. If necessary to cover a shortfall of money in the Prisoners'  
32 Personal Property Fund, the Director may, after obtaining the  
33 approval of the Interim Finance Committee, authorize the State  
34 Controller to transfer money from the Offenders' Store Fund to the  
35 Prisoners' Personal Property Fund, and the State Controller shall  
36 make the transfer.

37 5. If an offender has insufficient money in his or her individual  
38 account in the Prisoners' Personal Property Fund to repay or defray  
39 costs assessed to the offender pursuant to NRS 209.246, the Director  
40 shall authorize the State Controller to transfer sufficient money from  
41 the Offenders' Store Fund to the appropriate account in the State  
42 General Fund to pay costs remaining unpaid, and the State  
43 Controller shall make the transfer. Any money so transferred must  
44 be accounted for separately. The Director shall cause the Offenders'  
45 Store Fund to be reimbursed from the offender's individual account



1 in the Prisoners' Personal Property Fund, as money becomes  
2 available.

3 6. If the Department incurs costs related to state property that  
4 has been willfully damaged, destroyed or lost or incurs costs related  
5 to medical examination, diagnosis or treatment for an injury to an  
6 offender, the Director may authorize the State Controller to transfer  
7 money from the Offenders' Store Fund to the appropriate account in  
8 the State General Fund to repay or defray those costs if:

9 (a) The Director has reason to believe that an offender caused  
10 the damage, destruction, loss or injury; and

11 (b) The identity of the offender is unknown or cannot be  
12 determined by the Director with reasonable certainty.

13 ↪ The State Controller shall make the transfer if authorized by the  
14 Director. Any money transferred must be accounted for separately.  
15 If the identity of the offender is determined after money has been  
16 transferred, the Director shall cause the Offenders' Store Fund to be  
17 reimbursed from the offender's individual account in the Prisoners'  
18 Personal Property Fund, as money becomes available.

19 7. The Director may, with approval of the Board, establish by  
20 regulation criteria for a reasonable deduction from money credited  
21 to the Offenders' Store Fund to repay or defray the costs relating to  
22 the operation and maintenance of the offenders' store, coffee shop,  
23 gymnasium and correctional officers' salaries for visitation posts  
24 where they exist in each facility. Any regulations adopted pursuant  
25 to this subsection must be adopted in accordance with the provisions  
26 of chapter 233B of NRS.

27 8. The Director may, with approval of the Board, establish by  
28 regulation a charge on the purchase of electronic devices by  
29 offenders to defray the costs relating to the operation of the devices.  
30 The Director shall utilize the proceeds collected from the charge  
31 established for operation of the devices to offset the energy costs of  
32 the facilities within the Department. Any regulations adopted  
33 pursuant to this subsection must be adopted in accordance with the  
34 provisions of chapter 233B of NRS.

35 9. The Director may, with approval of the Board, establish by  
36 regulation a charge on the use by offenders of videoconferencing  
37 equipment for conducting visits to defray the costs relating to the  
38 operation and maintenance of the equipment. The Director shall  
39 utilize the proceeds collected from the charge established for the  
40 operation and maintenance of the equipment to offset the costs of  
41 operating and maintaining the videoconferencing equipment and  
42 correctional officers' salaries for posts for conducting visits by  
43 videoconference where the posts exist in each facility.

44 10. If an offender who has been assigned to a center for the  
45 purpose of making restitution is returned to an institution for



1 committing an infraction of the regulations of the Department and  
2 the center has not been fully compensated for the cost of providing  
3 the offender with housing, transportation, meals, or medical or  
4 dental services at the center, the Director may authorize the State  
5 Controller to transfer money from the Offenders' Store Fund to the  
6 appropriate account in the State General Fund to repay or defray  
7 those costs. The State Controller shall make the transfer if  
8 authorized by the Director. Any money transferred must be  
9 accounted for separately. The Director shall cause the Offenders'  
10 Store Fund to be reimbursed from the offender's individual account  
11 in the Prisoners' Personal Property Fund, as money becomes  
12 available.

13 11. If an offender has insufficient money in his or her  
14 individual account in the Prisoners' Personal Property Fund to repay  
15 or defray costs assessed to the offender pursuant to NRS 209.246,  
16 the offender shall sign a statement under penalty of perjury  
17 concerning his or her financial situation. Such a statement must  
18 include, but is not limited to, the following information:

- 19 (a) The value of any interest the offender has in real estate;  
20 (b) The value of the personal property of the offender;  
21 (c) The assets in any bank account of the offender; and  
22 (d) The employment status of the offender.

23 12. The statement required by subsection 11 must also  
24 authorize the Department to access any relevant document, for the  
25 purpose of verifying the accuracy of the information provided by the  
26 offender pursuant to this section, including, but not limited to,  
27 information regarding any bank account of the offender, information  
28 regarding any bank account held in trust for the offender and any  
29 federal income tax return, report or withholding form of the  
30 offender.

31 13. An offender who conceals assets from the Department or  
32 provides false or misleading information on a statement prepared  
33 pursuant to this section is guilty of a gross misdemeanor.

34 14. A person who aids or encourages an offender to conceal  
35 assets from the Department or to provide false or misleading  
36 information on a statement prepared pursuant to this section is guilty  
37 of a gross misdemeanor.

38 **Sec. 122.** NRS 231.14095 is hereby amended to read as  
39 follows:

40 231.14095 1. The Small Business Enterprise Loan Account is  
41 hereby created in the State General Fund as a revolving loan  
42 account. The Account must be administered by the Office.

43 2. All interest and income earned on the money in the Account  
44 must be credited to the Account.



1 3. The money in the Account does not revert to the State  
2 General Fund at the end of any fiscal year and must be carried  
3 forward to the next fiscal year.

4 4. Money in the Account must be used by the Office to develop  
5 and carry into effect the program developed by the Office pursuant  
6 to NRS 231.1409 ~~§~~ *or for any other purpose authorized by the*  
7 *Legislature.*

8 5. Claims against the Account must be paid as other claims  
9 against the agency are paid.

10 6. The Office may apply for and accept gifts, grants, bequests  
11 and donations from any source for deposit in the Account.

12 **Sec. 123.** NRS 232.161 is hereby amended to read as follows:

13 232.161 1. The Account to Restore the Sagebrush Ecosystem  
14 is hereby created in the State General Fund. The Director shall  
15 administer the Account in a manner consistent with policies and  
16 priorities established by the Sagebrush Ecosystem Council created  
17 by NRS 232.162.

18 2. The Director may apply for and accept any gift, donation,  
19 bequest, grant or other source of money. Any money so received  
20 must be deposited in the Account.

21 3. The interest and income earned on the money in the  
22 Account, after deducting any applicable charges, must be credited to  
23 the Account. Money that remains in the Account at the end of a  
24 fiscal year does not revert to the State General Fund, and the balance  
25 in the Account must be carried forward to the next fiscal year.

26 4. The money in the Account may only be used ~~for~~:

27 (a) *To* establish and carry out programs to preserve, restore and  
28 enhance sagebrush ecosystems pursuant to NRS 321.592 and  
29 321.594 and is hereby authorized for expenditure as a continuing  
30 appropriation for this purpose.

31 (b) *For any other purpose authorized by the Legislature.*

32 5. Claims against the Account must be paid as other claims  
33 against the State are paid.

34 **Sec. 123.5.** NRS 284.350 is hereby amended to read as  
35 follows:

36 284.350 1. Except as otherwise provided in subsections 2, 3  
37 and 4, an employee in the public service, whether in the classified or  
38 unclassified service, is entitled to annual leave with pay of 1 1/4  
39 working days for each month of continuous public service. The  
40 annual leave may be cumulative from year to year not to exceed  
41 ~~30~~ 40 working days. The Commission may by regulation provide  
42 for additional annual leave for long-term employees and for prorated  
43 annual leave for part-time employees.

44 2. Except as otherwise provided in this subsection, any annual  
45 leave in excess of ~~30~~ 40 working days must be used before



1 January 1 of the year following the year in which the annual leave in  
2 excess of ~~30~~ 40 working days is accumulated or the amount of  
3 annual leave in excess of ~~30~~ 40 working days is forfeited on that  
4 date. If an employee:

5 (a) On or before October 15, requests permission to take annual  
6 leave; and

7 (b) The employee's request for leave is denied in writing for any  
8 reason,

9 ➔ the employee is entitled to payment for any annual leave in  
10 excess of ~~30~~ 40 working days which the employee requested to  
11 take and which the employee would otherwise forfeit as the result of  
12 the denial of the employee's request, unless the employee has final  
13 authority to approve use of the employee's own accrued leave and  
14 the employee received payment pursuant to this subsection for any  
15 unused annual leave in excess of ~~30~~ 40 working days accumulated  
16 during the immediately preceding calendar year. The payment for  
17 the employee's unused annual leave must be made to the employee  
18 not later than January 31.

19 3. Officers and members of the faculty of the Nevada System  
20 of Higher Education are entitled to annual leave as provided by the  
21 regulations adopted pursuant to subsection 2 of NRS 284.345.

22 4. The Commission shall establish by regulation a schedule for  
23 the accrual of annual leave for employees who regularly work more  
24 than 40 hours per week or 80 hours biweekly. The schedule must  
25 provide for the accrual of annual leave at the same rate  
26 proportionately as employees who work a 40-hour week accrue  
27 annual leave.

28 5. No elected state officer may be paid for accumulated annual  
29 leave upon termination of the officer's service.

30 6. During the first 6 months of employment of any employee in  
31 the public service, annual leave accrues as provided in subsection 1,  
32 but no annual leave may be taken during that period.

33 7. No employee in the public service may be paid for  
34 accumulated annual leave upon termination of employment unless  
35 the employee has been employed for 6 months or more.

36 8. Upon the request of an employee, the appointing authority of  
37 the employee may approve the reduction or satisfaction of an  
38 overpayment of the salary of the employee that was not obtained by  
39 the fraud or willful misrepresentation of the employee with a  
40 corresponding amount of the accrued annual leave of the employee.

41 **Sec. 124.** NRS 331.187 is hereby amended to read as follows:

42 331.187 1. There is created in the State Treasury the Fund for  
43 Insurance Premiums as an internal service fund to be maintained for  
44 use by the Risk Management Division of the Department of  
45 Administration and the Attorney General.



1 2. Each state agency shall deposit in the Fund:

2 (a) An amount equal to its insurance premium and other charges  
3 for potential liability, self-insured claims, other than self-insured tort  
4 claims, and administrative expenses, as determined by the Risk  
5 Management Division; and

6 (b) An amount for self-insured tort claims and expenses related  
7 to those claims, as determined by the Attorney General.

8 3. Each county shall deposit in the Fund an assessment for the  
9 employees of the district court of that county, excluding district  
10 judges, unless the county enters into a written agreement with the  
11 Attorney General to:

12 (a) Hold the State of Nevada harmless and assume liability and  
13 costs of defense for the employees of the district court;

14 (b) Reimburse the State of Nevada for any liability and costs of  
15 defense that the State of Nevada incurs for the employees of the  
16 district court; or

17 (c) Include the employees of the district court under the county's  
18 own insurance or other coverage.

19 4. ~~[Expenditures from the Fund must be made]~~ *Money in the*  
20 *Fund must be used for any purpose authorized by the Legislature*  
21 *or for expenditures* by the Risk Management Division or the  
22 Attorney General to an insurer for premiums of state agencies as  
23 they become due or for deductibles, self-insured property and tort  
24 claims or claims pursuant to NRS 41.0349. If the money in the Fund  
25 is insufficient to pay a tort claim, it must be paid from the Reserve  
26 for Statutory Contingency Account.

27 5. As used in this section:

28 (a) "Assessment" means an amount determined by the Risk  
29 Management Division and the Attorney General to be equal to the  
30 share of a county for:

31 (1) Applicable insurance premiums;

32 (2) Other charges for potential liability and tort claims; and

33 (3) Expenses related to tort claims.

34 (b) "State agency" includes, without limitation, a part-time or  
35 full-time board, commission or similar body of the State which is  
36 created by law.

37 **Sec. 125.** NRS 387.1253 is hereby amended to read as  
38 follows:

39 387.1253 1. The Teachers' School Supplies Assistance  
40 Account is hereby created in the State General Fund. The  
41 Department shall administer the Account.

42 2. The money in the Account must be invested as other money  
43 of the State is invested. All interest and income earned on the money  
44 in the Account must be credited to the Account.



1 3. The money in the Account must be used only for the  
2 purposes specified in NRS 387.1255 **or for any other purpose**  
3 **authorized by the Legislature.**

4 4. Any money remaining in the Account at the end of a fiscal  
5 year does not revert to the State General Fund, and the balance in  
6 the Account must be carried forward.

7 5. The Department may accept gifts, grants, bequests and  
8 donations from any source for deposit in the Account.

9 **Sec. 126.** NRS 387.129 is hereby amended to read as follows:

10 387.129 1. The Account for the New Nevada Education  
11 Funding Plan is hereby created in the State General Fund, to be  
12 administered by the Superintendent of Public Instruction. The  
13 Superintendent of Public Instruction may accept gifts and grants of  
14 money from any source for deposit in the Account. Any money  
15 from gifts and grants may be expended in accordance with the terms  
16 and conditions of the gift or grant, or in accordance with subsection

17 2. The interest and income earned on the sum of:

18 (a) The money in the Account; and

19 (b) Unexpended appropriations made to the Account from the  
20 State General Fund,

21 **must be credited to the Account.** Any money remaining in the  
22 Account at the end of a fiscal year does not revert to the State  
23 General Fund, and the balance in the Account must be carried  
24 forward to the next fiscal year.

25 2. The money in the Account may only be used for public  
26 schools and public education pursuant to NRS 387.129 to 387.139,  
27 inclusive **or for any other purpose authorized by the**  
28 **Legislature.**

29 3. The board of trustees of each school district and the sponsor  
30 of each charter school shall establish a special revenue fund and  
31 direct that the money the board of trustees or sponsor receives  
32 pursuant to NRS 387.131 be deposited in the special revenue fund.  
33 Money in the special revenue fund must not be commingled with  
34 money from other sources. The board of trustees or the sponsor, as  
35 applicable, shall disburse money in the special revenue fund to  
36 public schools in the school district or sponsored by the sponsor, as  
37 applicable, in accordance with NRS 387.131. The money in the  
38 special revenue fund:

39 (a) Must be used only as provided in NRS 387.133;

40 (b) Must not be used to settle or arbitrate disputes between a  
41 recognized organization representing employees of the school  
42 district or the governing body of the charter school and the school  
43 district or governing body, as applicable, to settle any negotiation or  
44 to adjust the schedules of salaries and benefits of the employees of a  
45 school district or charter school, as applicable; and



1 (c) Which remains in the special revenue fund at the end of a  
2 fiscal year reverts to the Account for the New Nevada Education  
3 Funding Plan.

4 **Sec. 127.** NRS 391.369 is hereby amended to read as follows:

5 391.369 1. The Account for Computer Education and  
6 Technology is hereby created in the State General Fund, to be  
7 administered by the Superintendent of Public Instruction. The  
8 Superintendent of Public Instruction may accept gifts and grants of  
9 money from any source for deposit in the Account. Any money  
10 from gifts and grants may be expended in accordance with the terms  
11 and conditions of the gift or grant and in accordance with  
12 regulations adopted pursuant to subsection 2. The interest and  
13 income earned on the sum of money in the Account and any  
14 unexpended appropriations made to the Account from the State  
15 General Fund must be credited to the Account. Any money  
16 remaining in the Account does not revert to the State General Fund,  
17 and the balance in the Account must be carried forward to the next  
18 fiscal year.

19 2. Except as otherwise provided in subsection 1, the money in  
20 the Account may be used only for providing or reimbursing the cost  
21 of training in computer literacy and computer science pursuant to  
22 NRS 391.365 and 396.5199 ~~[ ] or for any other purpose authorized~~  
23 ~~by the Legislature.~~ The State Board shall adopt regulations  
24 governing the distribution of money in the Account for ~~[this~~  
25 ~~purpose.] providing or reimbursing the cost of training in~~  
26 ~~computer literacy and computer science pursuant to NRS 391.365~~  
27 ~~and 396.5199.~~

28 **Sec. 128.** NRS 391A.400 is hereby amended to read as  
29 follows:

30 391A.400 1. There is hereby created the Grant Fund for  
31 Incentives for Licensed Educational Personnel to be administered by  
32 the Department. The Department may accept gifts and grants from  
33 any source for deposit in the Grant Fund. *Money in the Grant Fund*  
34 *must be used to provide grants pursuant to this section or for any*  
35 *other purpose authorized by the Legislature.*

36 2. The board of trustees of each school district shall establish a  
37 program of incentive pay for licensed teachers, school  
38 psychologists, school librarians, school counselors and  
39 administrators employed at the school level which must be designed  
40 to attract and retain those employees. The program must be  
41 negotiated pursuant to chapter 288 of NRS and must include,  
42 without limitation, the attraction and retention of:

43 (a) Licensed teachers, school psychologists, school librarians,  
44 school counselors and administrators employed at the school level  
45 who have been employed in that category of position for at least 5



1 years in this State or another state and who are employed in schools  
2 which are at-risk, as determined by the Department pursuant to  
3 subsection 8; and

4 (b) Teachers who hold a license or endorsement in the field of  
5 mathematics, science, special education, English as a second  
6 language or other area of need within the school district, as  
7 determined by the Superintendent of Public Instruction.

8 3. A program of incentive pay established by a school district  
9 must specify the type of financial incentives offered to the licensed  
10 educational personnel. Money available for the program must not be  
11 used to negotiate the salaries of individual employees who  
12 participate in the program.

13 4. If the board of trustees of a school district wishes to receive  
14 a grant of money from the Grant Fund, the board of trustees shall  
15 submit to the Department an application on a form prescribed by the  
16 Department. The application must include a description of the  
17 program of incentive pay established by the school district.

18 5. The Superintendent of Public Instruction shall compile a list  
19 of the financial incentives recommended by each school district that  
20 submitted an application. On or before December 1 of each year, the  
21 Superintendent shall submit the list to the Interim Finance  
22 Committee for its approval of the recommended incentives.

23 6. After approval of the list of incentives by the Interim  
24 Finance Committee pursuant to subsection 5 and within the limits of  
25 money available in the Grant Fund, the Department shall provide  
26 grants of money to each school district that submits an application  
27 pursuant to subsection 4 based upon the amount of money that is  
28 necessary to carry out each program. If an insufficient amount of  
29 money is available to pay for each program submitted to the  
30 Department, the amount of money available must be distributed pro  
31 rata based upon the number of licensed employees who are  
32 estimated to be eligible to participate in the program in each school  
33 district that submitted an application.

34 7. An individual employee may not receive as a financial  
35 incentive pursuant to a program an amount of money that is more  
36 than \$3,500 per year.

37 8. The Department shall, in consultation with representatives  
38 appointed by the Nevada Association of School Superintendents and  
39 the Nevada Association of School Boards, develop a formula for  
40 identifying at-risk schools for purposes of this section. The formula  
41 must be developed on or before July 1 of each year and include,  
42 without limitation, the following factors:

43 (a) The percentage of pupils who are eligible for free or  
44 reduced-price lunches pursuant to 42 U.S.C. §§ 1751 et seq.;

45 (b) The transiency rate of pupils;



- 1 (c) The percentage of pupils who are English learners;
- 2 (d) The percentage of pupils who have individualized education
- 3 programs; and
- 4 (e) The percentage of pupils who drop out of high school before
- 5 graduation.

6 9. The board of trustees of each school district that receives a  
7 grant of money pursuant to this section shall evaluate the  
8 effectiveness of the program for which the grant was awarded. The  
9 evaluation must include, without limitation, an evaluation of  
10 whether the program is effective in recruiting and retaining the  
11 personnel as set forth in subsection 2. On or before December 1 of  
12 each year, the board of trustees shall submit a report of its  
13 evaluation to the:

- 14 (a) Governor;
- 15 (b) State Board;
- 16 (c) Interim Finance Committee;
- 17 (d) If the report is submitted in an even-numbered year, Director
- 18 of the Legislative Counsel Bureau for transmittal to the next regular
- 19 session of the Legislature; and
- 20 (e) Legislative Committee on Education.

21 **Sec. 129.** NRS 391A.500 is hereby amended to read as  
22 follows:

23 391A.500 1. The Great Teaching and Leading Fund is hereby  
24 created in the State General Fund, to be administered by the  
25 Superintendent of Public Instruction. The Superintendent may  
26 accept gifts and grants from any source for deposit in the Fund. Any  
27 money from such gifts and grants must be expended only in  
28 accordance with the terms and conditions of the gift or grant, or in  
29 accordance with NRS 391A.500 to 391A.515, inclusive.

30 2. The interest and income earned on:  
31 (a) Money in the Fund, after deducting any applicable charges;  
32 and

33 (b) Unexpended appropriations made to the Fund from the State  
34 General Fund,  
35 ↪ must be credited to the Fund.

36 3. Any money in the Fund and any unexpended appropriations  
37 made to the Fund from the State General Fund remaining at the end  
38 of a fiscal year do not revert to the State General Fund, and the  
39 balance in the Fund must be carried forward to the next fiscal year.

40 4. The money in the Fund may only be used for public schools  
41 and public education, as authorized by the Legislature and in  
42 accordance with the priorities of programs prescribed by the State  
43 Board pursuant to subsection 4 of NRS 391A.505 ~~§~~, *or for any*  
44 *other purpose authorized by the Legislature.*



1     **Sec. 130.** NRS 396.9645 is hereby amended to read as  
2 follows:

3     396.9645 1. The Nevada Promise Scholarship Account is  
4 hereby created in the State General Fund. The Account must be  
5 administered by the State Treasurer.

6     2. The interest and income earned on:

7     (a) The money in the Account, after deducting any applicable  
8 charges; and

9     (b) Unexpended appropriations made to the Account from the  
10 State General Fund,

11     ↪ must be credited to the Account.

12     3. Any money remaining in the Account at the end of a fiscal  
13 year, including, without limitation, any unexpended appropriations  
14 made to the Account from the State General Fund, does not revert to  
15 the State General Fund, and the balance in the Account must be  
16 carried forward to the next fiscal year.

17     4. The State Treasurer may accept gifts and grants of money  
18 from any source for deposit in the Account.

19     5. The money in the Account may only be used to distribute  
20 money to the Board of Regents for the purpose of awarding Nevada  
21 Promise Scholarships to students who are eligible to receive such  
22 scholarships under the provisions of NRS 396.9665 ~~or for any~~  
23 *other purpose authorized by the Legislature.*

24     **Sec. 131.** NRS 458.098 is hereby amended to read as follows:

25     458.098 1. The Tax on Liquor Program Account is hereby  
26 created in the State General Fund.

27     2. Money in the Account that is received pursuant to NRS  
28 369.174 must be used for the purposes specified in NRS 458.097 ~~or~~  
29 *or for any other purpose authorized by the Legislature.*

30     3. All claims must be approved by the Administrator before  
31 they are paid.

32     **Sec. 131.1.** 1. Notwithstanding any provision of law to the  
33 contrary:

34     (a) A participating state agency is required to pay the State's  
35 share of the cost of premiums or contributions for group insurance  
36 to the Public Employees' Benefits Program for only 11 months of  
37 Fiscal Year 2020-2021 for each permanent, full-time state officer or  
38 employee who elects to participate in the Program or person who  
39 retires with state service and who elects to continue to participate in  
40 the Program.

41     (b) No increase in deductions from the compensation of such a  
42 state officer or employee, or from the retirement benefit of such a  
43 retired person from the Public Employees' Retirement System, for  
44 the cost of his or her premiums or contributions for group insurance  
45 may result from the provisions of paragraph (a).



1 2. Each participating state agency shall determine the amount  
2 of money from its appropriations or authorizations that it would  
3 have paid to the Public Employees' Benefits Program for the one  
4 month of Fiscal Year 2020-2021 for which it is not required to make  
5 payments to the Program. Upon approval of the Chief of the Budget  
6 Division of the Office of Finance, the Senate Fiscal Analyst and the  
7 Assembly Fiscal Analyst, revisions in the work programs for Fiscal  
8 Year 2020-2021 for those participating state agencies must be  
9 processed and carried out without further approval by the  
10 Legislature or the Interim Finance Committee, to transfer any  
11 amount of money determined by the participating state agency  
12 pursuant to this subsection for which the source is the State General  
13 Fund or the State Highway Fund to Category 93, Reserve for  
14 Reversion, within the appropriate account of the participating state  
15 agency.

16 3. Any amount of money which a participating state agency  
17 determines pursuant to subsection 2 that:

18 (a) It would have paid to the Public Employees' Benefits  
19 Program for the one month of Fiscal Year 2020-2021 for which it is  
20 not required to make payments to the Program; and

21 (b) Is derived from a source other than the State General Fund or  
22 the State Highway Fund,

23 ↪ must not be transferred to Category 93, Reserve for Reversion,  
24 and remains authorized for expenditure in the existing budget  
25 account of the participating state agency.

26 4. Notwithstanding any other provision of law to the contrary,  
27 all money transferred to Category 93, Reserve for Reversion,  
28 pursuant to subsection 2 must, as soon as practicable, be transferred  
29 to Budget Account 101-9015, Budget Reserve, and must be reverted  
30 to the State General Fund on or before September 17, 2021.

31 5. As used in this section, "participating state agency" means a  
32 department, commission, board, bureau or other agency of the  
33 Executive, Legislative or Judicial Department of the State  
34 Government, including, without limitation, the Public Employees'  
35 Retirement System, the Nevada System of Higher Education and a  
36 regulatory body, as defined in NRS 622.060.

37 **Sec. 131.2.** 1. Except as otherwise provided in section 131.4  
38 of this act:

39 (a) For the period beginning on January 1, 2021, and ending on  
40 June 30, 2021, each employee of the State shall:

41 (1) If he or she is a full-time employee, take 48 hours of  
42 unpaid furlough leave during the fiscal year.

43 (2) If he or she is employed less than full time, take a number  
44 of hours of unpaid furlough leave during the fiscal year which is



1 equal to the average number of hours worked per working day  
2 multiplied by 6.

3 (b) Except as otherwise provided in subsections 4 and 5, the  
4 requirements in paragraph (a) apply to all Departments of the State  
5 Government and includes the Nevada System of Higher Education,  
6 the Public Employees' Retirement System and all other entities of  
7 the State Government.

8 2. Furlough leave pursuant to this section must be scheduled  
9 and approved in the same manner as other leave. Notwithstanding  
10 any statute or regulation to the contrary and except as otherwise  
11 provided pursuant to subsections 3 and 4, an employee who is on  
12 furlough leave is considered to have worked that day or portion of a  
13 day, as applicable, for all purposes except payment of salary and  
14 determination of overtime, including without limitation:

15 (a) Accrual of sick and annual leave;

16 (b) Determining the employee's pay progression date;

17 (c) The duration of a probationary period;

18 (d) Determining eligibility for holiday pay if the shift  
19 immediately precedes a holiday;

20 (e) Seniority for all purposes, including layoffs;

21 (f) The Public Employees' Benefits Program; and

22 (g) The Public Employees' Retirement System, including for the  
23 purposes of contributions to the System, subject to the requirements  
24 of sections 131.3 and 131.4 of this act.

25 3. Except as otherwise provided in subsection 4, the Personnel  
26 Commission shall adopt regulations to carry out the provisions of  
27 this section for the employees of the Executive Department of the  
28 State Government.

29 4. For the purposes of this section:

30 (a) The Board of Regents of the University of Nevada shall  
31 determine and implement the method by which the professional  
32 employees of the Nevada System of Higher Education will  
33 participate in the requirements pertaining to furlough leave pursuant  
34 to this section.

35 (b) The Public Employees' Retirement Board shall determine  
36 and implement the method by which the employees of the Public  
37 Employees' Retirement System will participate in the requirements  
38 pertaining to furlough leave pursuant to this section.

39 (c) The Supreme Court of Nevada shall determine and  
40 implement the method by which the employees of the Judicial  
41 Department of the State Government will participate in the  
42 requirements pertaining to furlough leave pursuant to this section.

43 (d) The Legislative Commission shall determine and implement  
44 the method by which the employees of the Legislative Department



1 of the State Government will participate in the requirements  
2 pertaining to furlough leave pursuant to this section.

3 5. The requirements of this section do not apply to employees  
4 of the Department of Tourism and Cultural Affairs whose standard  
5 workweek is 32 hours or less.

6 **Sec. 131.3.** 1. It is the intent of the Legislature to establish a  
7 program whereby employees of the State and other participating  
8 employers who take furlough leave due to extreme fiscal need,  
9 including employees required to take furlough leave pursuant to  
10 section 131.2 of this act, be held harmless in the accumulation of  
11 retirement service credit and reported salary pursuant to chapter 286  
12 of NRS.

13 2. Except as otherwise required as a result of NRS 286.537 and  
14 notwithstanding the provisions of NRS 286.481, an employee is  
15 entitled to receive full service credit for time taken as furlough leave  
16 pursuant to the program established pursuant to section 131.2 of this  
17 act if:

18 (a) The employee does not take more than 48 hours of furlough  
19 leave in the fiscal year; and

20 (b) The public employer certifies to the System that the  
21 employer is participating in the furlough program established  
22 pursuant to section 131.2 of this act and that the furlough leave  
23 which is reported for the employee is taken in accordance with the  
24 requirements of section 131.2 of this act.

25 3. In any month in which a day, or a portion of a day, of  
26 furlough leave is taken, an employee is entitled to receive full-time  
27 service credit for the furlough leave in accordance with the normal  
28 workday for the employee. An employee who is less than full time  
29 is entitled to service credit in the same manner and to the same  
30 extent as though the employee had worked the hours taken as  
31 furlough leave.

32 4. When a member is on furlough leave pursuant to the  
33 program certified by the public employer in accordance with this  
34 section, the public employer must:

35 (a) Include all information required by the System on the public  
36 employer's regular monthly retirement report as provided in NRS  
37 286.460; and

38 (b) Pay all required employer and employee contributions to the  
39 System based on the compensation that would have been paid to the  
40 member but for the member's participation in the program. The  
41 public employer may recover from the employee the amount of the  
42 employee contributions set forth in NRS 286.410.

43 5. Service credit under the program established pursuant to this  
44 section must be computed according to the fiscal year.

45 6. As used in this section:



1 (a) "Member" has the meaning ascribed to it in NRS 286.050.

2 (b) "Public employer" has the meaning ascribed to it in  
3 NRS 286.070.

4 (c) "System" means the Public Employees' Retirement System.

5 **Sec. 131.4.** 1. It is the intent of the Legislature to limit  
6 exceptions to the requirement of furlough leave for employees of the  
7 State pursuant to section 131.2 of this act to identified areas of  
8 critical need. If an employer participating in the program established  
9 pursuant to section 131.2 of this act determines that a position  
10 cannot be subject to furlough leave because of the need to provide  
11 appropriate services that are necessary to the protection of public  
12 health, safety and welfare, the governing body of the agency must  
13 make findings on the record in a public meeting that:

14 (a) The position is necessary to the protection of public health,  
15 safety or welfare;

16 (b) The public health, safety or welfare will be significantly  
17 diminished if mandatory furlough leave is implemented for  
18 employees in these positions; and

19 (c) No alternatives exist to provide for the protection of public  
20 health, safety or welfare.

21 2. For the purposes of subsection 1:

22 (a) Except as otherwise provided in this subsection, the State  
23 Board of Examiners shall determine positions within the Executive  
24 Department of the State Government that cannot be subject to  
25 furlough leave.

26 (b) The Board of Regents of the University of Nevada shall  
27 determine positions within the Nevada System of Higher Education  
28 that cannot be subject to furlough leave.

29 (c) The Public Employees' Retirement Board shall determine  
30 positions within the Public Employees' Retirement System that  
31 cannot be subject to furlough leave.

32 (d) The Supreme Court of Nevada shall determine positions  
33 within the Judicial Department of the State Government that cannot  
34 be subject to furlough leave.

35 (e) The Legislative Commission shall determine positions  
36 within the Legislative Department of the State Government that  
37 cannot be subject to furlough leave.

38 3. The entities described in subsection 2 shall report to the  
39 Interim Finance Committee on a quarterly basis all positions that  
40 have been determined not to be subject to furlough leave pursuant to  
41 this section and the reasons for such determinations.

42 4. If the position of an employee is determined not to be  
43 subject to furlough leave pursuant to this section, the salary of the  
44 employee must be reduced by 4.6 percent for the portion of the



1 period beginning on January 1, 2021, and ending on June 30, 2021,  
2 during which the position is not subject to furlough leave.

3 **Sec. 131.5.** 1. Except as otherwise provided in subsection 2,  
4 upon approval of the Chief of the Budget Division of the Office of  
5 Finance, the Senate Fiscal Analyst and the Assembly Fiscal Analyst,  
6 revisions in the work programs for Fiscal Year 2020-2021 to  
7 implement the provisions of sections 131.2, 131.3 and 131.4 of this  
8 act must be processed and carried out without further approval by  
9 the Legislature or the Interim Finance Committee, to transfer the  
10 amounts determined to implement those provisions to Category 93,  
11 Reserve for Reversion, within the appropriate account of the state  
12 agency.

13 2. If any amount of the money to implement the provisions of  
14 sections 131.2, 131.3 and 131.4 of this act is derived from a source  
15 other than the State General Fund or the State Highway Fund, such  
16 money must not be transferred to Category 93, Reserve for  
17 Reversion, and remains authorized for expenditure in the existing  
18 budget account of the state agency.

19 3. Notwithstanding any other provision of law to the contrary,  
20 all money transferred to Category 93, Reserve for Reservation,  
21 pursuant to subsection 1 must, as soon as practicable, be transferred  
22 to Budget Account 101-9015, Budget Reserve, and must be reverted  
23 to the State General Fund on or before September 17, 2021.

24 **Sec. 131.6.** If the State of Nevada receives from the Federal  
25 Government on or after the effective date of this section money that  
26 the State of Nevada is authorized to use to offset state revenue  
27 shortfalls in Fiscal Year 2020-2021, including, without limitation,  
28 staff support and targeted pandemic response programs, or money as  
29 a result of the enactment of a state law that reduces the amount of  
30 the deductions subtracted from the gross yield of a mining operation  
31 to determine the amount of the net proceeds of the mining operation  
32 that are taxable pursuant to NRS 362.100 to 362.240, inclusive, the  
33 Chief of the Budget Division of the Office of Finance created by  
34 NRS 223.400 shall disburse the money in accordance with the  
35 provisions of chapter 353 of NRS in the following order of priority,  
36 as money is available:

37 1. Disbursement to Budget Account 101-2677 - New Nevada  
38 Education Funding Plan to restore the budgetary reduction to that  
39 account in this act.

40 2. Disbursement to Budget Account 101-2699 - Read by Grade  
41 Three to restore the budgetary reduction to that account in this act.

42 3. Elimination of the unpaid furlough leave, or reduction in  
43 salary for persons exempted pursuant to section 131.4 of this act,  
44 that is required pursuant to sections 131.2, 131.3 and 131.4 of this  
45 act.



1 4. Disbursement for any other budgetary reduction in this act.

2 5. Disbursement for any other purpose authorized by law.

3 **Sec. 132.** The provisions of this act do not apply to the extent  
4 that the provisions would constitute an impairment of the rights of  
5 holders of the bonds or similar obligations issued by the State of  
6 Nevada or a political subdivision thereof. If there are any such  
7 outstanding bonds or obligations, the State of Nevada and its  
8 officers and agencies shall take whatever actions that are deemed  
9 necessary to protect the interests of the State and the rights of the  
10 holders of the bonds and similar obligations.

11 **Sec. 133.** If any provision of this act, or the application thereof  
12 to any person, thing or circumstance, is held invalid, such invalidity  
13 shall not affect any provision or application of this act which can be  
14 given effect without the invalid provision or application, and to this  
15 end the Legislature declares that:

16 1. Each provision of this act is severable and independent;

17 2. The Legislature would have passed this act and each valid  
18 provision thereof, irrespective of the invalid provision or  
19 application; and

20 3. Each valid provision or application must be given effect to  
21 the fullest extent possible, irrespective of the invalid provision or  
22 application.

23 **Sec. 134.** Notwithstanding the provisions of NRS 218D.435, a  
24 committee may vote on this act before the expiration of the period  
25 prescribed for the return of a fiscal note in NRS 218D.475. This  
26 section applies retroactively from and after July 8, 2020.

27 **Sec. 134.1.** Sections 56.5 and 118.5 of this act only apply to  
28 Fiscal Year 2019-2020 and Fiscal Year 2020-2021.

29 **Sec. 134.5.** Sections 131.2 to 131.5, inclusive, of this act are  
30 hereby repealed.

31 **Sec. 135.** 1. This section and sections 1 to 134.1, inclusive,  
32 of this act become effective upon passage and approval.

33 2. Section 134.5 of this act becomes effective on December 31,  
34 2020, if the Chief of the Budget Division of the Office of Finance  
35 created by NRS 223.400 has certified to the Governor on or before  
36 that date that the State of Nevada has received an amount of federal  
37 money that:

38 (a) Is at least equal to the State General Fund savings anticipated  
39 to be realized from the implementation of the unpaid furlough leave  
40 requirements in sections 131.2, 131.3 and 131.4 of this act and has  
41 been applied for this purpose pursuant to subsection 3 of section  
42 131.6 of this act; and

43 (b) May be used for the general operations of the State of  
44 Nevada.



- 1       3. Sections 125 and 126 of this act expire by limitation on
- 2       June 30, 2021.
- 3       4. Section 123.5 of this act expires by limitation on January 31,
- 4       2022.

Ⓢ



**Lyon County School District  
Board Memo**

**Date:** August 25, 2020  
**To:** Board of School Trustees  
**From:** Wayne Workman, Superintendent  
**Re:** LCSD Reopening Schools Implementation Plan

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**Recommendation**

At the discretion of the board.

**Background Information**

At the June meeting, the Board of Trustees approved the LCSD Reopening Schools Plan. Since then, district leadership has been working diligently to create the LCSD Reopening Schools Implementation Plan. This plan is a working document that will continue to evolve based upon federal, state and local changes. However, the implementation plan is a one stop resource where school leaders and staff can find answers to the multitude of questions resulting from the emergency changes to how we do business. This is an opportunity for the board to review the plan and provide any additional input they believe might be helpful to staff and families.

**Budget Considerations**

None

**Discussed at Previous Meeting**

No

**Attachment(s)**

LCSD Reopening Schools Implementation Plan 8-17-20.pdf

*Respectfully Submitted,  
Wayne Workman, Superintendent*

# Lyon County School District

## Reopening Schools Implementation Plan



Updated 8/24/2020

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## Overview and Requirements

As required by the State of Nevada and the Nevada Department of Education, the Lyon County School District was required to develop a plan for reopening schools. These plans were required to address three scenarios, full in person instruction, full distance education (including plans for rolling closures), and a hybrid plan that meets the current restrictions of social distance, group gatherings, and building capacities. The guidance was provided to a reopening committee for the requirements for these plans, which was used to develop a trajectory for moving forward. The decisions made by this committee were used to develop a local comprehensive that would allow for smooth transitions between the three scenarios, full in person, full distance, and hybrid. This reopening plan was approved by the School Board on July 28, 2020 and can be found [here](#).



## Quick View



# 2020-2021 Reopening Schools Overview

### Delivery Models



**Full In Person with Precautions:** K-2 students and other special populations will attend in person full time using blended learning.

**Hybrid Model:** Students split into two cohorts, A & B. One week they will attend school in person using blended learning and the following week they will participate in distance learning.

**Full Distance Learning:** Families can select to participate through LyOnline or through individual schools with the support of a typical classroom teacher.

### Learning Materials



**K-6:** District Adopted Curriculum with Supplemental Support through Edgenuity Pathblazer

**7-12:** Edgenuity Courseware will be the materials used for most courses. Yearlong courses will be completed in one semester and each student will be enrolled in four courses each semester. Remediation and acceleration can be supplemented with Edgenuity My Path

### Technology & Access



Students will bring their own devices to school to participate in blended learning. Those students that do not have access to a personal device will be issued a school district device to use both during in person learning and distance learning. Students that don't have access to the internet may need paper correspondence.

### Communication



Communication during distance learning will be conducted daily through Edgenuity and/or Infinite Campus. All communication will be documented in Infinite Campus. Learning progress will be provided weekly.

### Professional Learning



Teachers will return to work on 8/14/20. Professional learning will be delivered between 8/14/20-8/31/20. Topics will include blended learning, Edgenuity, distance learning, social emotional learning, health and safety guidelines to prevent the spread of COVID-19, and support for families. Students return on 9/1/20, with hybrid learning cohort A in person and cohort B in distance learning.



## In Person Learning with Precautions

In-person learning requires the use of face coverings, increased personal hygiene practices, the ability to contact trace any person who may have been exposed to someone who tests positive, and additional clearing protocols. In person learning will use a blended learning environment so that staff and students can easily transition to distance learning if necessary.

## Full Distance Learning

Distance learning requires the school district to provide high-quality digital materials that can be used for instructional purposes. For students without technology or access to the internet, plans have to be made to provide these services or paper correspondence that can be used to support continued learning. All school districts are required to move to distance learning when an outbreak of COVID-19 occurs and school sites could be closed for as long as 28 days during these outbreaks. Lyon County School District already has a full distance education program, LyOnline, available to LCSD families.

### The administrator supports the following for full-time distance education:

- Provides initial and ongoing parent/guardian communication, support, and guidance.
- Leads master scheduling and content migration to support instructors, while considering the instructional needs of all students.
- Includes schedules for real-time, synchronous sessions and virtual office hours by grade-level and/or content area subject.
- Monitors Individualized Education Programs (IEP)/Section 504 Accommodation Plans/English Language Learner (ELL) supports to ensure compliance and differentiated learning.
- Monitors two-way communication efforts between educators and students through Infinite Campus and the LMS (Google Classroom/Edgenuity).
- Observes instruction and provides feedback to licensed educators.

### The licensed educator supports the following for full-time distance education:

- Instructs students and provides daily virtual office hours.
- Participates in collaborative lesson planning and professional learning prior to and during active distance education.
- Conducts a minimum amount of daily and weekly real-time, synchronous session(s) minutes with all students (daily for K-6 and 2 times per week for 7-12)
- Arranges for daily communication and follows attendance processes.
- Works with support professionals assigned to students with disabilities and accommodations.
- Provides resources for students with IEPs or Section 504 Accommodation Plans and ELLs.
- Contacts parents/guardians, as needed.
- Attends and participates in all required parent/guardian meetings (i.e. IEP/504, ELL, etc.).
- Provides substitute lesson plans and instructions.

### The student supports the following for full-time distance education:

- Maintains positive attendance and course progress.
- Completes assignments and tasks as assigned.
- Reaches out to teachers when requiring assistance.



- Attends daily and weekly required real-time, synchronous sessions or recorded sessions.
- Participates in any proctored assessments, if applicable.
- Utilizes the virtual office hours as posted by teachers to obtain additional support and guidance.

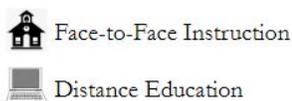
**The parents/guardians supports the following for full-time distance education:**

- Communicates with the student's instructor(s) through virtual office hours.
- Provides support, guidance, and assistance with their learning.
- Fosters a conducive area for learning in the home.
- Encourages and recognizes positive gains and achievements.
- Actively monitors the child's progress in assigned courses.

## Hybrid Model for Learning

Hybrid learning means that students have both in person and distance learning. Because of the requirements with social distancing, group gatherings that must remain under 50, and room capacities that cannot exceed 50%, districts must have an option for some students to return while others take advantage of distance learning. Lyon County School District has decided that their hybrid plan will be alternating weeks between in person learning and distance learning. Students will be divided into two cohorts, A and B, by household. Cohort A will be in person at the school site, while cohort B is participating in distance learning. Teachers and support staff will return to work in person every day. Teachers will have half their students in their classroom each for in person instruction. They will still be responsible for checking on the other half of their students doing distance learning each day.

	Monday	Tuesday	Wednesday	Thursday	Friday
Week 1: Cohort A					
Week 1: Cohort B					
Week 2: Cohort B					
Week 2: Cohort A					



**The administrator supports the following for hybrid learning:**

- Provides initial and ongoing parent/guardian communication, support, and guidance.
- Leads master scheduling and content migration to support instructors, while considering the instructional needs of all students.
- Monitors Individualized Education Programs (IEP)/Section 504 Accommodation Plans/English Language Learner (ELL) supports to ensure compliance and differentiated learning.
- Monitors two-way communication efforts between educators and students through Infinite Campus and the LMS (Google Classroom/Edgenuity).
- Observes instruction and provides feedback to licensed educators.



**The licensed educator supports the following for hybrid learning:**

- Instructs in person students and provides daily virtual office hours for distance learning students.
- Participates in collaborative lesson planning and professional learning.
- Arranges for daily communication and follows attendance processes.
- Works with support professionals assigned to students with disabilities and accommodations.
- Provides resources for students with IEPs or Section 504 Accommodation Plans and ELLs.
- Contacts parents/guardians, as needed.
- Attends and participates in all required parent/guardian meetings (i.e. IEP/504, ELL, etc.).
- Provides substitute lesson plans and instructions.

**The student supports the following for hybrid learning:**

- Maintains positive attendance and course progress.
- Completes assignments and tasks as assigned.
- Reaches out to teachers when requiring assistance.
- Attends daily and weekly required real-time, synchronous sessions or recorded sessions.
- Participates in any proctored assessments, if applicable.
- Utilizes the virtual office hours as posted by teachers to obtain additional support and guidance.

**The parents/guardians supports the following for hybrid:**

- Communicates with the student's instructor(s) through virtual office hours.
- Provides support, guidance, and assistance with their learning.
- Fosters a conducive area for learning in the home.
- Encourages and recognizes positive gains and achievements.
- Actively monitors student's progress in assigned courses.



## Health and Safety

### Overview

No single health & safety measure in isolation will effectively mitigate the spread of COVID-19. Therefore, a multi-layered approach will be used. Students will self-screen and remain home if any illness symptoms are present. Enhanced cleaning & hygiene protocols will be used at school sites which will include frequent cleaning of high touch surfaces. Everyone will be required to wear a face-covering when on school district property. Exceptions may be made for certain individuals, medical reasons, and specific activities. The District recognizes that there are times when the use of face coverings may not be practical. The District will provide two reusable face coverings for staff and disposable face coverings for students. Students and staff may bring their own face coverings in lieu of a district supplied mask. Social distancing will be practiced in all locations. The classroom will have 3 feet between students in grades K-8 and 6 feet between students in grades 9-12 when possible, passing periods and recesses will be staggered, and lunch will take place in routines that allow for all guidelines to be followed. All students may observe 3 feet of social distancing while riding the school bus. Staff will keep 6 feet social distancing between students and other staff members, when possible. Restrictions will be made for close contact activities.

### SB4 From the 32nd Special Session of the Nevada Legislature

Many staff members may be concerned about their personal liability while performing their work duties as a result of [SB4](#). This new law has no impact on the personal liability of educators whatsoever. As always, school employees continue to be covered under negotiated agreements and policy while working within the specifications of their job descriptions and emergency work duties. There is no need to fear personal liability while following all state and district safety protocols, policies and procedures.

### Health and Wellness

#### Medical Impact of COVID-19 on Student and Employee Health and Wellness

The risk of spreading COVID-19 increases as students and staff members have close contact or prolonged interactions with increasing numbers of people. COVID-19 is mostly spread person-to-person by respiratory droplets released when people talk, cough, or sneeze. It is thought that the virus may spread when inhaled or spread to hands from a contaminated surface and then making hand contact with the eyes, nose, or mouth, causing infection.

When interacting with students who are not suspected or confirmed to have COVID-19, the Centers for Disease Control (CDC) recommends following everyday prevention actions. Therefore, personal prevention practices such as social distancing; handwashing; hand sanitizing; not touching eyes,



nose, or mouth; wearing cloth face coverings; staying home when sick; and environmental practices, such as frequent cleaning and disinfection of frequently touched surfaces, are important principles that are covered in this guide.

## Requirements Related to Health and Wellness

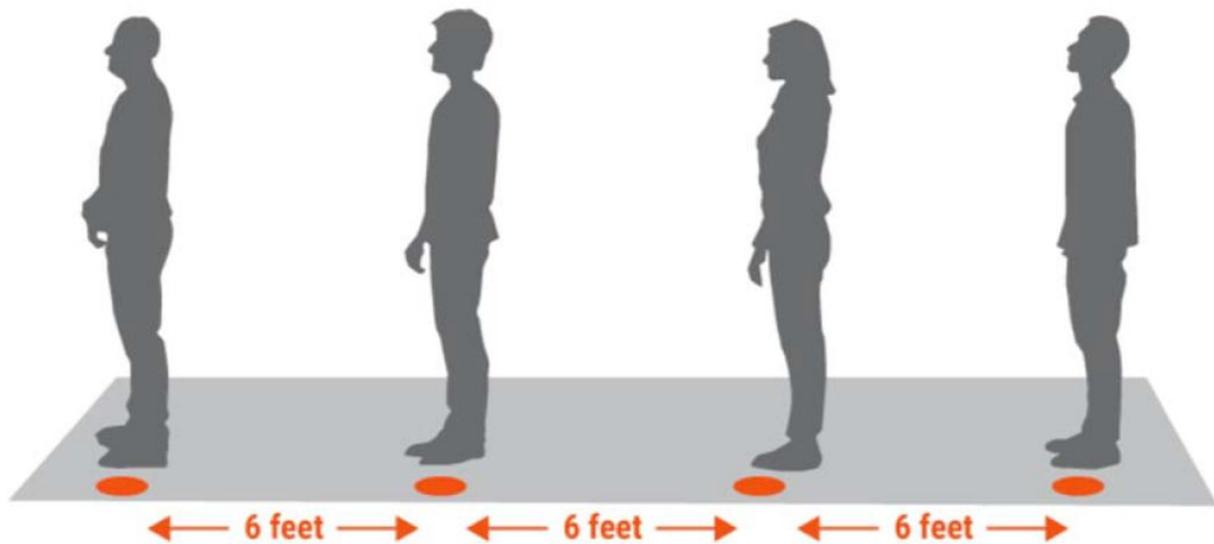
To lower the risk of infection transmission, schools must promote healthy behaviors that reduce the spread of illness. More details on many of these requirements follow this list.

1. Educate students, staff, and visitors about health promotion and illness prevention practices.
2. Provide a clean, safe, and healthy educational environment for students, staff, and visitors.
3. Exhibit and enforce social distancing measures.
4. Inform and enforce handwashing and hand sanitizing protocols.
5. Wear and require cloth face coverings.
6. Implement Procedure for Visitor or Employee Entry on a School Campus or District Facility Property.
7. Collaborate with district administration and health officials as needed for contact tracing a COVID-19 Exposure or Case Positive Student or Employee Social distancing, also called “physical distancing,” means keeping space between yourself and other people outside of your home.

To practice social or physical distancing:

- Adults and high school students stay at least 6 feet (about 2 arms’ length) from other people. Elementary and middle school students may observe 3 feet distancing. All students may observe 3 feet distancing while riding school buses.
- Do not gather in large groups and avoid close contact with other people (close contact is being within 6 feet of another person for 15 minutes or longer).
- Stay out of crowded places and avoid mass gatherings.
- Use distance learning methods for general assemblies, special events, and other activities that would avoid large gatherings of 50 or more students.
- [Social Distancing](#): Keep a Safe Distance to Slow the Spread





## Handwashing

- Handwashing and the use of alcohol-based hand sanitizers helps to prevent infections and reduce the number of viable pathogens on the hands. Access to handwashing supplies is essential. These supplies include soap, hand sanitizer with at least 60 percent alcohol (for staff and older children who can safely use hand sanitizer), paper towels, tissues, and no-touch trash cans.
- Handwashing is the single most effective infection control intervention (CDC).
- Hand hygiene is performed by washing hands with soap and water for at least 20 seconds or using hand sanitizer with 60-95 percent alcohol content until the product dries. If hands are visibly soiled, use soap and water.
- Staff members should perform hand hygiene frequently including, but not limited to:
  - Before and after site check-in procedures.
  - Before and after contact with any student.
  - Contact with potentially infectious material.
  - Before putting on and after removing Personal Protective Equipment (PPE), including gloves, to remove any pathogens that might have been transferred to bare hands during the removal process.

### Additional Resources on Handwashing:

- [When and How to Wash Hands](#)
- [Handwashing videos](#)



### Cloth Face Coverings

While cloth face coverings are not considered PPE, they are useful to prevent the spread of disease. Face coverings may be challenging for students (especially younger students) to wear in all-day settings, such as school. Cloth face coverings are meant to protect other people in case the wearer is unknowingly infected but does not have symptoms. **Declaration of Emergency Directive 028, Section 4** requires that all school district students and staff wear face coverings while on school buses, in school buildings, or on school campuses unless a medical professional provides a documented exemption **AND** the school building administrator approves the exemption. **Declaration of Emergency Directive 024, Section 7** states that individuals who cannot wear a face covering due to a medical condition or disability, or who are unable to remove a mask without assistance should wear a non-restrictive alternative, such as a face shield. School building administrators must work with district leaders to determine if the medical exemption is acceptable and allowable. Per Directive 028, School building administrators have final authority to accept or reject the medical exemption. Currently there are no exceptions for PE classes, recess, etc.

- Cloth face coverings are not surgical masks, respirators, or other medical PPE. Cloth face coverings should be washed daily in a washing machine.
- Face coverings must be worn by staff and visitors.
- Individuals should be frequently reminded not to touch the face (eyes, nose, or mouth) at any time,



including while wearing a cloth face covering and to wash their hands frequently.

- Information should be provided to staff on proper use, removal, and washing of cloth face coverings.

Note: Cloth face coverings should not be placed on:

- Children younger than 2 years old.
- Anyone who has trouble breathing, is unconscious, is incapacitated, or has a disability that prevents them from wearing a cloth face covering or otherwise unable to remove the cloth face covering without assistance.
- Students unable to wear a face covering due to medical concerns not addressed in the exemption portion of the Nevada Medical Advisory Guidance, will require a note from a medical professional.

**Cloth face coverings must be worn at all times per the aforementioned requirements and guidelines. Noncompliant staff and students are subject to discipline and visitors will be required to leave school and/or district property. Students will be required to participate in full time distance education should noncompliance continue.**

Procedure for Visitors, Employees and Students Entry on School and/or District Property

- **Per Declaration of Emergency Directive 028, visitors, parents, volunteers, vendors and guests are required to wear a face covering at all times regardless of medical exemptions and will not be allowed on school and/or district property without one.**
- Employees, and students must wear cloth face coverings upon entry to school and/or district property unless they have a medical exemption **AND received permission from the school building administrator.**
- Social distancing of 6 feet or more should be observed, unless specified in directives or waivers.
- Encourage routine handwashing or hand sanitizing. For example, before and after check-in procedures, between classes or activities, or when visitors are able to work with children or supplies.

**For Visitors:**

- Limit visitors to individuals who are essential to school or District activities.
- Visitors must be screened using a symptom self-check form.
- Provide a visible visitor badge or sticker to indicate proof of screening.
- Visitors must sign a form attesting to being symptom-free for the past 14 days and not have recently been exposed to anyone known to have tested positive for COVID-19.
- The Visitor Questionnaire and Acknowledgment log is recommended for visitors and staff accessing LCSD school campuses or district facilities: [Visitor Questionnaire and Acknowledgement Log \(updated 8-24-20\)](#)



**For Employees:**

Employees will use the [home screening tool](#) (updated 8-24-20) prior to entering a LCSD facility.

**For Students:**

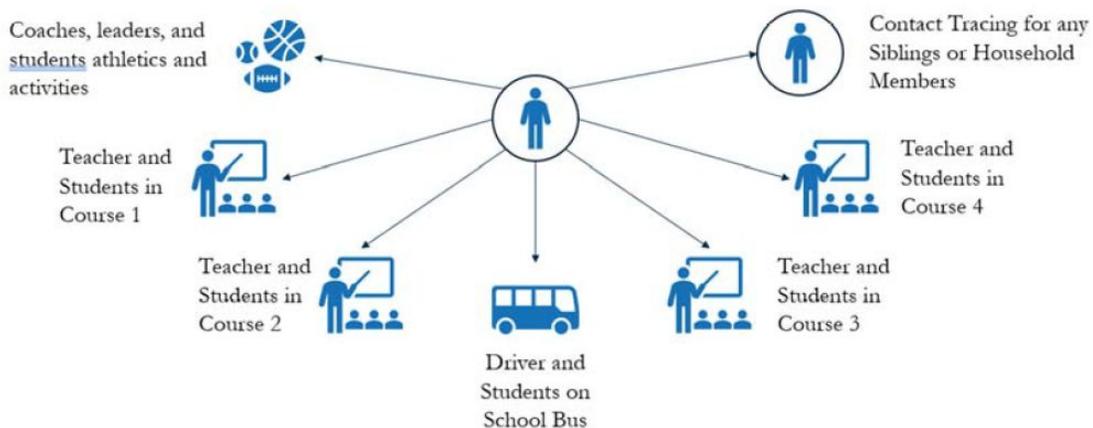
Students will use the [home screening tool](#) (updated 8-24-20) prior to entering a LCSD facility.

**Contact Tracing of a COVID-19 Exposure or Case Positive Student or Employee**

Schools play a critical role in contact tracing. Contact tracing, a core disease control measure employed by local and state health department personnel for decades, is a key strategy for preventing further spread of COVID-19 (CDC, 2020).

- Contact tracing is part of the process of supporting patients with suspected or confirmed infection. Click [here](#) for contact tracing information.
- In contact tracing, local health officials work with families or staff members to help them recall everyone with whom they have had close contact during the timeframe while they may have been infectious. Site administrators may be asked to assist with providing this information as well.
- Local health officials will notify exposed individuals (contacts) of their potential exposure as rapidly and sensitively as possible.
- Contacts are only informed that they may have been exposed to a patient with the infection, they are not told the identity of the patient who may have exposed them (due to privacy laws).
- Contacts are provided with education, information, and support to understand their risk, what they should do to separate themselves from others who are not exposed, monitor themselves for illness, and the possibility that they could spread the infection to others even if they themselves do not feel ill.

## CONTACT TRACING



## Quad-County COVID-19 Outbreak Response Guidelines for Schools

Click [here](#) for the newest version of how to respond to suspected COVID-19 cases. These are the guidelines for the LCSD from the Quad-County health officials and Carson City Health and Human Services who we are required to collaborate with for suspected cases. Click [here](#) for a slide deck from CCHHS that can be used to train staff. An [Illness Report Log](#) must also be submitted to CCHHS on a regular basis as explained on the form.

## Human Resources

Human Resources supports staffing, compensation, compliance, and working conditions processes. Ultimately, the first priority is to support the safety, health, and well-being of our students and staff. [What You Should Know About COVID-19 and the ADA, the Rehabilitation Act, and Other EEO Laws](#)

## School Calendar

The school calendar has been updated to reflect the changes to professional development days and the adjusted student start date. The school calendar for 2020-2021 is located [here](#).

## Substitute Procedures

School sites are responsible for providing lesson plans for substitutes. Please ensure that any procedures and expectations, required as part of the school's distance education plan, are clearly articulated. Substitutes are expected to contact sites directly for any additional details regarding assigned jobs. Long-term and vacancy substitutes will continue to receive the appropriate provisions to Infinite Campus of all assignments (virtual or face-to-face).

Short term substitutes will adhere to the following guidelines:

- All jobs require access to a telephone to make contact with students at the end of the day.
  - Be welcoming, upbeat, friendly, and encouraging.
  - Review and adhere to the following policies:
    - [Policy JC: Medication in Schools](#)
    - [Policy JFCC: Safe and Respectful Learning Environment-Anti-Bullying](#)
    - [Policy JFCG: Prohibition of Student Tobacco and Like Product Use](#)
    - [Policy JFCI: Comprehensive Drug-Free Schools](#)
    - [Policy JFJ: Dress and Grooming](#)
    - [Policy JG: Student Discipline](#)
    - [Policy JGB: Discipline Policy for Students with Disabilities](#)
    - [Policy Jgc: Use Of Aversive Interventions And Physical And Mechanical Restraints On Students With Disabilities](#)
    - [Policy JHFA: Student Supervision](#)
    - [Policy JHG: Suspected Abuse or Neglect of a Child](#)



- [Policy JM: Prevention of Sexual Misconduct Toward Students](#)
- [Policy GBBW: Reporting Arrests and Convictions](#)
- If the student asks about assignments from their teacher, try to assist the student. If you are unable to provide assistance, refer them to their teacher for support.
- If the student wants to discuss topics other than educational related topics, gently remind them that the purpose of the call is for assistance with school work.
- If the student exhibits or expresses any personal mental health concern, e.g., suicidal ideation, you must:
  - Take the concern seriously;
  - Contact the school counselor
  - Document all communication regarding the concern.
- Options available for mobilizing support to support the student and family include:
  - SafeVoice: 1-833-216-SAFE (7233) for anonymous reporting
  - Mobile Crisis Response Team: 1-702-486-7865
  - National Suicide Prevention Hotline: 1-800-273-8255
  - Nevada Educator Performance Framework (NEPF) Teacher and Administrator Evaluation

## Teacher and Administrator NEPF Evaluations

Teacher and administrator NEPF evaluation expectations and timelines are anticipated to remain the same for the 2020-2021 school year per NRS 391.685 and 391.705.

## Student Teacher, Practicum Student, and Observation Student Placements

Principals should continue to work with colleges and universities in the placement of student teachers, practicum students, and observation students. These students are able to work in distance education, and university supervisors will be collaborating with mentor teachers to ensure these students are successful. If you have questions or need assistance, please contact Human Resources.

## Not Permitted to Ask Employees for Medical Information or Medical History

The following sections are applicable to employees whose positions cannot be completed from home. Supervisors are NOT permitted to ask employees for medical information or medical history. In the event an employee whose position cannot be completed from home indicates that they may be unable to report to work or are requesting to work from home, make the following statement:

*"If you are requesting to work from home or feel you are unable to report to work because you are pregnant or because you may have a medical condition or disability, you need to contact Human Resources. You do not need to disclose to me what your medical condition/disability is, but you may have to provide more detailed information about the reason for your request to that office."*



If the employee discloses that they are unable to return to work for another reason, the checklist below will assist you in providing information to the employee on their available options and points of contact for further assistance.

## Employee COVID-19 Exposure Guidelines

This guidance is provided to communicate consistent processes and procedures for employees diagnosed or exposed to COVID-19, as well as determine when an employee is eligible to return to work.

## Education Staff Health Trust

This new program will allow all school employees free testing for COVID-19. Information from the Nevada Department of Education is forthcoming. We will update all employees as soon as this is available.

### Determining When Employees Need to Remain at Home

Employees must remain home and contact their immediate supervisor if any of the following are true:

- The employee has been in close contact (within 6 feet for 15 minutes or longer without cloth face coverings) with a person known to have COVID-19.
- The employee has been caring for a household member with COVID-19.
- The employee has a fever of 100.4 F or higher.
- The employee has COVID-19 symptoms or has received a positive COVID-19 lab test result.
- Common symptoms include: fever, chills, shortness of breath/difficulty breathing, muscle pain, headache, sore throat, new cough, **vomiting and/or diarrhea** or new loss of taste or smell.

### Gathering Information and Tracking Exposure

If an employee remains home due to the criteria above, the following CONFIDENTIAL information must be provided to the supervisor and Human Resources.

Full name of employee (including middle name)	Date of suspected or confirmed COVID-19 exposure	List of illness signs and symptoms, if applicable	Date of COVID-19 test, if applicable
	Date signs and symptoms started, if applicable	Who you have been in close contact with (6 feet or less for 15 minutes or more without cloth face coverings)	

Human Resources will enter the information into the Employee COVID-19 Illness Tracking database at and may not disclose this information to any other person.



*Note: Employers shall not require a COVID-19 test result or a healthcare provider's note for employees who are sick to validate their illness, qualify for sick leave, or to return to work. However, if an employee wishes to provide a document or email from a licensed health care provider approving the employee to return to work, that is acceptable.*

**Verification and Contact Tracing**

If exposure to other employees is possible, the supervisor will provide a list of prolonged contacts (persons within 6 feet for 15 minutes or longer without cloth face coverings).

Teleworking or Leave		
<p>If the employee has been in <b>close contact</b> (within 6 feet for 15 minutes or longer without cloth face coverings) with a person known to have COVID-19</p>	<p>If the employee has been <b>caring for a household member</b> with COVID-19</p>	<p>If the <b>employee has COVID-19 symptoms or has received a positive COVID-19 lab test result</b></p>
<ul style="list-style-type: none"> <li>● Employee will remain at home in self-quarantine or seek medical attention, if necessary.                             <ul style="list-style-type: none"> <li>○ Supervisor will encourage the employee to contact their licensed health care provider for guidance.</li> </ul> </li> <li>● Supervisor may authorize the employee to work from home if the employee is asymptomatic (no symptoms) or symptomatic but able to work from home.</li> <li>● If symptomatic, and unable to work from home, the employee may request COVID-19 Emergency Paid Sick Leave at 100 percent rate of pay.                             <ul style="list-style-type: none"> <li>○ The administrator may enter this leave type on the employee's behalf in AESOP (use code Covid 19 for Emergency paid sick leave).</li> <li>○ If the employee needs additional</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>● Employee will remain at home in self-quarantine.</li> <li>● Supervisor may authorize the employee to work from home, depending upon job duties.</li> <li>● If unable to work from home, the employee may request COVID-19 Emergency Paid Sick Leave at two-thirds rate of pay for a COVID-19 qualifying event involving caring for a family member/individual.                             <ul style="list-style-type: none"> <li>○ The employee may supplement their pay with available leave.</li> <li>○ The administrator may enter this leave type on the employee's behalf in AESOP (use code Covid 19 %) for Emergency paid sick leave.</li> <li>○ If the employee needs additional time, do not have sick leave, or exhausts available sick leave, the employee may contact Human Resources.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>● Employee will remain at home in self-quarantine or seek medical attention, if necessary.                             <ul style="list-style-type: none"> <li>○ Supervisor will encourage the employee to contact their licensed health care provider for guidance.</li> </ul> </li> <li>● Supervisor may authorize the employee to work from home if the employee is asymptomatic (no symptoms) or symptomatic but able to work from home.</li> <li>● If symptomatic and unable to work from home, the employee may request COVID-19 Emergency Paid Sick Leave at 100 percent rate of pay.                             <ul style="list-style-type: none"> <li>○ The administrator may enpaid sick leave).</li> <li>○ If the employee needs additional time, do not have sick leave, or exhausts available sick leave, the employee may</li> </ul> </li> </ul>



<p>time, do not have sick leave, or exhausts available sick leave, the employee may contact Human Resources.</p>		<p>contact Human Resources.ter this leave type on the employee's behalf in AESOP (use code Covid 19 for Emergency</p>
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<p><b>Determining When an Employee May Return to Work</b></p>		
<p><i>The supervisors, in collaboration with Human Resources, will determine when an employee can return to work.</i></p>		
<p>Symptomatic employees may return to work after:</p> <ul style="list-style-type: none"> <li>• No fever over 100.4 degrees for 24 hours AND</li> <li>• Improvement in symptoms AND</li> <li>• Is beyond ten (10) full calendar days since onset of symptoms</li> </ul>	<p>Employees caring for household member with a positive test or close contact exposure to someone with COVID-19 may return to work after:</p> <ul style="list-style-type: none"> <li>• Fourteen days since last close contact AND</li> <li>• If the employee does not develop symptoms</li> </ul>	<p>Employees with positive COVID-19 lab results may return to work after:</p> <ul style="list-style-type: none"> <li>• No fever over 100.4 degrees and symptom free at least 24 hours AND</li> <li>• Is beyond ten full calendar days since onset of symptoms AND</li> <li>• No respiratory symptoms (cough, shortness of breath) OR</li> <li>• Symptomatic: A Negative COVID-19 lab tests if test was taken seven days after symptoms appeared</li> <li>• Asymptomatic: A Negative COVID-19 lab tests if test was taken seven days after symptoms appeared or if not tested, fourteen days of self quarantine</li> </ul>

### Employee Concerns and Support

LCSD offers all employees a resource for support at no cost to the employee. KEPRO is the district's Employee Assistance Program (EAP) offering confidential, professional support 24 hours per day, 7 days a week. For more information or to schedule an appointment, contact KEPRO toll free at: 1-833-430-6028 or go online to [www.EAPHelpLink.com](http://www.EAPHelpLink.com). Enter code: POOLPACTEAP



## COVID-19 Accommodations and Leave Options: Administrator Guidelines

Employees seeking accommodation under the Americans with Disabilities Act (ADA), should contact their supervisor and the Human Resources department to engage in the interactive process. There are also options for employees to consider if they are seeking time off or a leave of absence which are COVID-19 related. Please be sure employees have information on the Family First Coronavirus Response Act (FFCRA). Employees can also contact our Human Resources department for information or questions regarding FFCRA.

[FFCRA Employee Rights Poster](#)

[FFCRA Frequently Asked Questions](#)

[FFCRA Employee Request Form](#)

### **Has the employee disclosed that they have or a family member has been exposed to COVID-19, that they are showing symptoms of COVID-19, or have received a positive test result for COVID-19?**

- See above for the implementation guide for administrator workflow regarding self-quarantine and return to work requirements.
- Employee leave options are as follows in this order:
  - Utilize Emergency Paid Sick Leave (up to 10 days)
    - This option expires on December 31, 2020
  - Apply for and be granted Family Medical Leave (FML) – Intermittent or continuous.
  - Apply for applicable available leave per negotiated guidelines and District Regulation.
  - Apply for leave from Association Sick Leave Bank with appropriate Association Approvals.

### **Did the employee disclose that they are pregnant or that they have a medical condition that makes them vulnerable to COVID-19?**

- Refer the employee to Human Resources.
- If accommodations are unacceptable or denied, provide the following leave options in this order:
  - Apply for Family Medical Leave (FML) – Intermittent or continuous.
  - Apply for applicable available leave per negotiated agreements and District [Policy GBCA: Leave](#) and [Policy GBCB: Family and Medical Leave Act](#).
  - Work.

### **Did the employee disclose that they are 65 years old or older without a medical condition?**

- The administrator may call Human Resources for assistance and guidance.
- Can you provide for effective social distancing at your work site?
  - If yes, no additional accommodations are necessary, but may be provided.
  - If no, provide PPE (mask, gloves, face shield, sanitizing products).



- If accommodations are not accepted by the employee, then provide the following leave options in this order:
  - Apply for Family Medical Leave (FML) – Intermittent or continuous.
  - Apply for applicable available leave per negotiated agreements and District [Policy GBCA: Leave](#) and [Policy GBCB: Family and Medical Leave Act](#).
  - Work.

**Did the employee express a concern or fear of returning to work for reasons not listed above, including because a family member is part of a CDC identified vulnerable group?**

- Can you provide for effective social distancing?
  - If yes, no additional accommodations are necessary, but may be provided.
  - If no, provide PPE (mask, gloves, face shield, sanitizing products).
- If accommodations are not accepted by the employee, then provide the following leave options in this order:
  - Apply for Family Medical Leave (FML) – Intermittent or continuous.
  - Apply applicable available leave per negotiated agreements and District [Policy GBCA: Leave](#) and [Policy GBCB: Family and Medical Leave Act](#).
  - Work.

**Did the employee indicate that they or a family member are ill (not related to COVID-19)?**

- Apply for Family Medical Leave (FML) – Intermittent or continuous.
- Apply for applicable available leave per negotiated agreements and District [Policy GBCA: Leave](#) and [Policy GBCB: Family and Medical Leave Act](#).
- If the illness is severe, apply for leave from Association Sick Leave Bank.
- Work.

**Did the employee indicate that they do not have childcare available for their school-age child(ren) and the child(ren) is/are not ill?**

- School age children of staff are not permitted to go to work with the parent/guardian, except for professional development days prior to the start of school.
- Apply for Emergency Family and Medical Leave Expansion Act (EFMLEA) through Human Resources. The employee may take up to 12 weeks (60 days) for child care at two-thirds of the employee’s salary under the FFCRA Act. The administrator may enter this leave type on the employee’s behalf in AESOP (use code Covid 19 %) for Emergency Family Medical Leave.
  - This option expires on December 31, 2020.
  - Days may be used non-consecutively.
- Apply for applicable available leave per the negotiated agreements and District [Policy GBCA: Leave](#) and [Policy GBCB: Family and Medical Leave Act](#).
- Work.



## Telecommuting

### Telecommuting Considerations and Criteria

For employees who are telecommuting, please utilize the below information and [Policy GBBX: Telecommuting Policy](#) to assist you in effectively managing the expectations for completion of the work product. The policy applies to all employees, supervisors, and managers who approved to telecommute as a work alternative. All supervisors, managers, and department heads must be familiar with the contents of this policy.

### What is Telecommuting?

Telecommuting is defined as working at an alternate worksite that is away from the main or primary worksite typically used by the District. Telecommuting is a mutually agreed upon alternative work location between the telecommuting employee and District.

Telecommuting is not an employee benefit, but rather a work alternative or possible accommodation based upon the job content, satisfactory work performance, and work requirements of the department and District.

### When to use Telecommuting?

- Telecommuting is not an ideal strategy for every employee. There are many employees who could not perform their duties effectively without being onsite. However, there are some employees who with the right technology (computer, internet access, VPN, etc.) could effectively perform their work in a telecommuting setting. Please refer to Policy GBBX for administrative regulations.

### Factors to Consider

- Tasks can be performed off-site.
- Information can be sent to and from the employee with ease (primarily via email).
- Tasks/position does not require immediate access to equipment, materials, and files that are only located at the site.
- Tasks can be performed without extensive face-to-face contact with managers, colleagues, clients or subordinates.
- Tasks can be performed while meeting organizational security/confidentiality requirements.

### Telecommuting Checklist

- Be very specific about the days and hours the employee is expected to be on-site vs. the days and hours the employee is authorized to be working off-site.
- For your hourly employees, have the discussion that overtime should only be worked with the express consent and advance approval of their supervisor.



- Be very specific about the duties the employee will be expected to complete when working off-site.
- Effective communication is the key to a successful telecommuting arrangement. Specify the method and times of communication. E.g. ensure the employee has contact information for their supervisors (including any backups), any emergency contacts they may need, and understands the expectations of how often and during what time frames check-ins should occur.
- The employee must remain accessible during designated work hours and has been advised that management retains the right to modify the telecommuting arrangement at any time.
- Specify the equipment that will be used and the availability of access to required software programs.

*Please document the above checklist and maintain on file if an employee is assigned to telecommute*



## Facilities

As issues arise in school buildings, work with the school's assigned Principal to evaluate the situation and take action to resolve the issue. While the Principal is the first point of contact, please contact Maintenance/Custodial teams with any issues that are not resolved in a timely manner.

### Sanitation and Cleaning for Staff Equipment Sharing

The custodial along with school staff members will disinfect all staff equipment, including but not limited to, front office phones, front office computers, copy machines, refrigerators, microwaves, coffee makers, all staff workroom equipment. The Principal and the O&M Supervisor will assign the tasks for the custodial night crew, using the daily service record (DSR), with disinfecting procedures for all, including but not limited to, classroom computer keyboards and mice, phones, printers, copy machines, door handles, light switches, tables, countertops, handles, sinks, and drinking fountains inside the classrooms. Custodial staff will have all supplies necessary for these cleaning efforts.

### Confirmed positive COVID-19 Custodial Facilities Cleaning:

In the case a positive COVID-19 event directly affects a school, the Principal and the O&M Supervisor initiate a disinfectant clean protocol for that campus in compliance with CDC recommendations as enumerated on their [website](#).

### School Lobbies

- School lobbies should remove all guest seating and should have guests wait in a single file line with 6'-0" between each individual.
- Guests who cannot fit within the space should wait outside of the building following the same 6'-0" separation between individuals
- Schools should apply tape to the floor approximately 3'-0" - 4'-0" in front of the reception counter in order to identify a safe distance for the public to stand when approaching the front office staff.

### School Offices

- School offices should be adjusted to allow for 6'-0" of separation between desks in all areas.
- Individual offices should remove guest seating unless large enough to allow for social distancing.

### Restrooms

- The number of occupants in a restroom should be limited to the number of stalls in any given restroom. For restrooms with multiple urinals, every other urinal should be used to allow for proper social distancing.
- Signs should be hung in each restroom showing the proper method for washing hands.



## Facility Use Agreements

Third parties will be required to follow facility use guidelines, including cleaning and sanitation. They must follow all restrictions and governor directives. Third parties must provide a plan to each principal outlining how they will comply with all the requirements. Facility use may be revoked at any time for non-compliance or increased risk reasons.

## Purchasing

Personal protective equipment, including cloth face masks and hand sanitizer, has been centrally purchased. Purchasing will continue to make bulk purchases as available and distribute to schools. Schools may also purchase PPE as needed within formal bid and Board approval limits; however, schools should first check with the District Office for current and impending availability of centrally purchased items.

## Emergency Drills

The COVID-19 pandemic has necessitated restrictions as outlined in this document. NRS dictates that these drills must still be implemented during this pandemic. Obviously these restrictions apply to emergency drills that must be conducted at each school site. Click [here](#) for a DRAFT document that outlines the manner in which these drills are to be conducted.

## Nutrition Services

Breakfast and lunch will be available to all students, even those who are participating in distance education. Aspects of this service model are contingent on extension of USDA waivers. In person nutrition services are specific to individual schools and plans will be developed and implemented by site staff.

- **Lunchroom Service** – Students will still have the opportunity to visit the cafeteria to pick up and eat their meals, however, they will enter and be released in appropriate waves to ensure proper social distancing.
- **Classroom Delivery** – Instead of having students visit the cafeteria, meals will be delivered directly to their classrooms.
- **Bus Route delivery for Distance Learners** - This unprecedented time has challenged us to find new and innovative ways to get food to our students. The LCSD Nutrition department and Transportation department are working together to provide meals for your at-home students. *On Mondays, we will distribute 2 days' worth of breakfast and lunch and on Wednesdays, we will distribute 3 days' worth of meals along pre-determined bus routes.* **Student lunch accounts will be charged accordingly. Unlike the unexpected spring school closures, these meals are no longer free and students will be charged on their**



**lunch account depending on meal eligibility.** NO CASH ACCEPTED. Bus routes and stops available on Nutrition page on LCSD website.

Every student receiving a meal will:

- Need to be an enrolled student in Lyon County School District
- Need their student ID # and enrolled school name
- Be charged their meal price depending on eligibility on their student lunch account

Starting this year, we have a new Point-Of-Sale system, TITAN. *We are no longer using MySchoolBucks and parents are now encouraged to add funds to student lunch accounts via TITAN Family Portal.* Link is available on the Nutrition page on LCSD website. You can also visit <https://family.titank12.com/>. Any remaining funds from last year have been transferred to your students' lunch account for SY20-21.

## Transportation

The following precautions will be taken on buses:

- Appropriate signage and seat markings will be placed on each bus.
- Seating charts will be created to facilitate coordinated loading/unloading.
- Air flow throughout the bus will be increased by opening selected windows.
- Driver will disinfect handrails, seat tops, and entrance doors between runs.
- Daily disinfecting of buses will be performed by LCSD Transportation.
- Currently, all occupants on the bus are required to wear face coverings (exceptions apply).
- Directive 028 allows 3 feet social distancing for all students with the ability to seek a waiver for capacity and gathering exceptions.

## Travel

Per the [Question and Answer document on July 29, 2020](#), there is still a travel ban outside the state of Nevada. "State guidelines direct Nevadans to avoid non-essential travel and adhere to self-quarantine and monitor health for 14 days after arriving or returning to Nevada. School- and district-sponsored out-of-state travel should be suspended until further notice." In addition, Lyon CSD still has a travel ban outside the state of Nevada for district-sponsored events.

## Athletics and Activities

The Lyon County School District will follow the NIAA guidance for all sanctioned sports. Effective July 24, 2020, the NIAA issued the *2020-21 Adjustment to Sports Seasons due to Covid-19 Pandemic* document which has suspended all games and contests of sanctioned sports for all of its member schools until either further guidance or until January 2, 2021. All middle school sports will follow the similar timeline and guidelines.



See the NIAA guidance for out of season regulations, playoff considerations, and further details. Please reference the following link: [Nevada Interscholastic Activities Association](#). An [update](#) was sent on August 14, 2020.



## Technology

### Family Device and Internet Connectivity Access

A survey will be sent to families to collect data on the number of devices and residential broadband or high-speed connections in each home. This data is required to be collected by the Nevada Department of Education and will be used to ensure each family has their own device and internet connection at home. The survey can be found [here](#). Currently, Lyon CSD is working with the State of Nevada to secure a device for every student. The LCSD and The State of Nevada are also working on residential broadband or high-speed internet connectivity solutions for qualifying families without this service. Some students may be encouraged to bring their own laptop or iPad to school if the District is not able to secure enough devices or if the family chooses to do so. Insurance for devices will be available for students/families to purchase at a low annual price. This is also available for those choosing to bring their own device. [Information](#) on bringing your own device will be sent home ([Spanish](#)). Information on purchasing insurance for all devices is forthcoming.

### School Technology Inventory

Schools will prepare devices for distribution, including ensuring that devices are enrolled in the Google domain, labeled with a Destiny asset tag, catalogued in Destiny for student checkout, and inventoried.

### Deployment and Collection

Devices will be assigned to students from their school site. Librarians will use the Destiny system to check out devices to each student after they have signed their Student Pledge for Responsible Use. Students should return the devices to the schools from which they were received.

All families who have received a device are encouraged to purchase device insurance by clicking [here](#).

### Damaged/Lost/Stolen Devices/Insurance

Schools should only swap non-functioning/critically damaged devices at the beginning of the year to ensure there are adequate devices in the inventory for start-of-school deployment. After all critical needs have been met, schools can begin swapping devices for less critical repairs.

For damaged devices, schools will submit a separate ticket, through the LCSD HelpDesk ticket system with the make, model, serial number, location, and description of the issue. Schools should not “stockpile” broken devices to ensure they can be fixed and returned to school inventory as soon as possible.



Schools determine whether devices are lost or stolen, and identify the serial numbers associated with the assigned student numbers. A police report should be filed by the school and a claim submitted to Risk Management for stolen devices. Depending on the situation, a device can be placed into theft/recovery mode or disabled for use .

Lyon CSD is offering insurance for student learning devices for the entire 2020 – 2021 school year. For a loaner Chromebook insurance cost will be \$21.30 or iPad for \$27.65. If a student decides to bring their own device, insurance will be available but costs will vary depending on device.

Purchasing insurance at the time of pick up is highly encouraged. If insurance isn't purchased Lyon CSD will assess the student learning device for repair or replacement as needed. Families will be responsible for the costs associated for the repair or replacement. These costs can range from \$26.99 to \$289.00.

Click [here](#) to purchase coverage. This portal opens August 18<sup>th</sup> and closes 30 days after. This policy does cover the loss of the student learning device and/or accessories, cosmetic damage, but does not cover damages caused by intentional misuse or abuse.

## Student Pledge for Responsible Use and Account Access

Students are not eligible to receive a device without an approved Student Pledge for Responsible Use on file in Infinite Campus ([English](#)) ([Spanish](#)).

Student Active Directory (AD) and Google G-Suite for Education (Google) accounts will be enabled and disabled based on the status of their AUP in Infinite Campus. Students are required to have parent/guardian permission each school year to access District network resources.

Starting one week before school starts, students may log in using their AD and Google accounts. A daily process will enable and disable student accounts as follows:

- Students with an AUP marked as “Yes” are enabled.
  - Students with an AUP marked as “No” are not enabled, and if found to be enabled, will be disabled.
  - Before Monday, October 12, 2020, students lacking an AUP for the current school year, but having an AUP recorded for the previous school year, and that AUP was marked as “Yes”, are enabled.
  - On Monday, October 12, 2020, any student without an AUP marked as “Yes” for the current school year may be disabled.

Beginning, Monday, September 1, 2020, an AUP Error Check report will be sent to each school site Registrar, Elementary School Clerk, or anyone in the Online Registration (OLR) Backup user group (requested by the Principal). This report will identify students at each school who do not have an



AUP status in Infinite Campus. If the AUP error has not been cleared by the Registrar after 14 days, the Principal will receive the error on their Error Check report.

## Technical Support

Students and families can receive technical assistance during distance learning by submitting a ticket through <https://forms.lyoncsd.org> or by emailing [support@lyoncsd.org](mailto:support@lyoncsd.org). If students cannot access their lyoncsd.org account, they can call their school for special assistance.

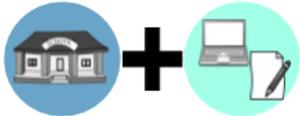


# Teaching and Learning

## The Learning Options to Start the 2020-2021 School Year

### Lyon County School District Learning Options



Option	Description	Teacher Role
<p>Fully online through LyOnline</p> 	<p>LyOnline serves students who seek an alternative to the traditional classroom education.</p>	<ul style="list-style-type: none"> <li>• None</li> <li>• Facilitated through Stephanie Nice and her team</li> </ul>
<p>Distance learning with the support of a typical classroom teacher</p>	<p>Move through the curriculum online while still having a connection with the grade level cohort. The classroom teacher will provide daily check ins and support as needed.</p>	<ul style="list-style-type: none"> <li>• Assign Edgenuity content</li> <li>• Provide feedback</li> <li>• Check in daily to answer questions and provide support as needed</li> <li>• Assign grades</li> </ul>
<p>Full In Person Instruction</p>	<p>Additional safety precautions for early elementary students and special populations to attend in person every school day.</p>	<ul style="list-style-type: none"> <li>• Plan and facilitate in person instruction using district adopted materials</li> <li>• Use Edgenuity products to supplement the curriculum</li> <li>• Assign grades and provide feedback</li> </ul>
<p>Hybrid Model attending in person every other week</p> 	<p>Attend school one week in person and then one week via distance means. In person attendance requires additional safety precautions</p>	<ul style="list-style-type: none"> <li>• Assign Edgenuity tasks for distance learning</li> <li>• Provide paper correspondence when necessary</li> <li>• Plan and facilitate in person instruction</li> <li>• Check in with distance students daily</li> <li>• Assign grades</li> </ul>



## Key Terms

<b>Asynchronous Instruction</b>
Learning does not occur at the same time for students. This includes recorded video content and other digital media and content for students to work through independently.
<b>Edgenuity</b>
The key component of successful distance learning is an online platform enabling instructional delivery, resource housing, and containing other tools to assist with distance education, is that students can access it at any time and anywhere. LCSD will use Edgenuity Suite. Pathblazer will be used for K-6 students and those students in 7-12 will use Courseware. K-5 students participating in LyOnline will use Accelerate. My Path can be used to supplement for remediation and acceleration purposes in 7-12.
<b>Video Conferencing</b>
Creating live audio and video connections between multiple students. Google Meet is used to conduct student-based, video conferencing experiences.
<b>Virtual Office Hours</b>
Dedicated blocks of times when educators provide one-to-one interactions with students to support individualized instruction and clarification seeking efforts from students and families regarding course content and asynchronous assignments. Virtual office hours may occur through video or audio conferencing methods.

## Scheduling

Each school site will develop a personal schedule to meet the needs of their school using some specific guidelines. Teachers will have one hour Monday through Thursday to plan, prep, and make contact with distance education students. On Fridays, students will attend school half-day to allow adequate time to prepare for the following week, record any necessary data, and participate in professional development. Secondary students (7-12) will be registered for four courses each semester. These year-long courses will be completed during this semester's time frame. This will help minimize contact with other students and staff for contact tracing purposes as well as allow them to give more focus to the content in each course.



Sample Schedules:

## Elementary School Instruction



### In Person Instruction

Daily Instruction in Grades K-5:

- Language Arts
- Reading
- Mathematics
- Social Studies/Science



### Distance Education

- Practice and enrichment in core content areas every day.

### Sample Elementary School Schedule (M-Th)

8:45-9:15	Recess/Breakfast in Classroom
9:15-11:30	<b>Core Instruction/Recess</b>
11:30-12:45	Staggered Lunch/Recess
12:45-3:00	<b>Core Instruction/Recess</b>
3:00-4:00	Teacher Preparation

### Sample Elementary School Schedule (F)

8:45-9:15	Recess/Breakfast in Classroom
9:15-12:30	<b>Remediation/Enrichment/Lunch/Recess</b>
12:30-1:00	Staff Lunch
1:00-4:00	Teacher Professional Learning and Preparation

## Secondary School Instruction



### In Person Instruction

Year-long courses will be condensed to one semester. Students will take only four courses in one semester:

- English/Reading
- Mathematics
- Social Studies/Science/Elective
- Health/PE/Computers/Elective



### Distance Education

- Practice and enrichment in all four courses every day.

### Sample Secondary School Schedule (M-Th)

7:30-8:00	Breakfast in Classroom
8:00-10:15	<b>Course 1/Course 3</b>
10:15-11:45	Advisory/Staggered Lunch
11:45-2:00	<b>Course 2/Course 4/Staggered Release</b>
2:00-3:00	Teacher Preparation

### Sample Secondary School Schedule (F)

7:30-8:00	Breakfast in Classroom
8:00-11:30	<b>Advisory/Remediation/Enrichment/Lunch</b>
11:30-12:00	Staff Lunch
12:00-3:00	Teacher Professional Learning and Preparation

## Materials

Teachers will use the Edgenuity suite to support instruction. The use of these materials allows for the seamless transition between learning options based on factors such as rolling closures due to a COVID-19 outbreak. *Art, music, performing Arts, some CTE courses, and specific electives may have limited resources available through Edgenuity. In this instance, teachers may need to access additional digital materials.* The order of content for K-6 will come from district created and provided scope and sequences. The order of content for 7-12 will follow the sequences in Edgenuity Courseware. This allows the seamless transition to full distance learning if need be. **Please see the table below for the specific Courseware that we expect the students to complete according to the scope and**



sequence provided in Edgenuity that is in alignment with LCSD Scope and Sequence. Quizzes and Tests in Courseware can be taken at home by opening the test window and assigning. School sites can choose to proctor these tests and quizzes using Google Meets if they wish.

*Pathblazer* will be used for grades K-6 to support ELA, Math, Science, and Social Studies instruction. This tool is linked with MAP assessment data for ELA and Math and provides an individual learning plan for each student. Students will be required to work on this platform for 90 minutes per day during distance learning.

*Courseware* will be used for grades 7-12. Students who are attending school as full distance students will be required to complete the full course in one semester. These courses are 90 hours worth of content. Teachers using Courseware to support a blended learning environment will have the flexibility to assign tasks from the materials at their discretion. During distance learning weeks, teachers will need to assign students at least 5 hours worth of materials to complete from the Courseware platform unless they have fully developed their own online curriculum.

<b>Edgenuity Courseware Required Scope and Sequence</b>	
<b>7th and 8th Grade Core Courses</b>	<b>9th - 12th Grade Core Courses</b>
Math 7, Math 8, Algebra I	Algebra I, Geometry, Algebra II,
English 7, English 8	English 9-12
Social Studies 7, Social Studies 8	World History, U.S. History, U.S. Government, Economics
Science 7, Science 8	Biology I, Chemistry,
Computer Education and Technology (CET)	P.E., Health
	Computer Education and Technology (CET)

*\*Edgenuity Courseware is required. ALL students that are part of the hybrid or fully distant (either connected with a teacher at the site or part of LyOnLine) instruction model must follow the scope and sequence assigned by Edgenuity Courseware for these courses.*

*My Path* can be used for 7-12 students to supplement remediation and acceleration programs. This tool is linked with MAP data and can provide more in-depth practice for students that need this support.

#### **Edgenuity Products**

<b>Edgenuity Product</b>	<b>Grade Level</b>	<b>Use</b>
<i>Accelerate</i>	K-5	Students enrolled in K-5 Distance Learning through LyOnline



<i>Pathblazer</i>	K-6	Blended Learning and Distance Learning in Math, ELA, Social Studies, and Science
<i>Courseware</i>	7-12	Blended Learning and Distance Learning for all courses
<i>My Path</i>	7-12	Remediation and Acceleration

### Pathblazer Expectations

Reopening Plan	Requirements
Hybrid	2 hours per day during distance education (30 minutes in each content area) 1 hour during in person
Rolling Closures	2 hours per day (30 minutes in each content area)
Full Distance	2 hours per day (30 minutes in each content area)
In Person	1 hour per week in a blended model

### Couseware Expectations

Reopening Plan	Requirements
Hybrid	5 hours per course for each distance learning week 1 hour during in person
Rolling Closures	5 hours per week per course (*may include a combination of other digital content both asynchronous or synchronous*)
Full Distance	Full course
In Person	1 hours per week in a blended model

## Advisory

Advisory in grades 7-12 must consist of a mix of the following content:

- Building platform knowledge for student success in all classes
- Digital Citizenship Education
- Social Emotional Learning (SEL)
- Pre-Employment Transitional Skills/Post-Secondary Employment and Education

Building platform knowledge for student success consists of educating students in the platforms that staff has been trained in during their H.A.C.K. training with the PD Department. By continuing



this training in advisory, students will be better prepared for success when teachers ask them to complete coursework using any of the platforms that were presented.

- Digital Citizenship is what needs to be taught to every student in the district and the content can be found by clicking [here](#).
- Social Emotional Learning will consist of lessons through Second Step for grades 7 and 8, but through Edgenuity (funding pending) in grades 9-12.
- Pre-Employment Transitional Skills/Post-Secondary Employment and Education will be taught through the T-Folio program for grades 7-8 and through EnvisionIT for grades 9-12.

Training will be done at the beginning of the year for these programs and teachers will receive materials needed to implement.

## Learning Model

Blended learning will be used for in person learning. Blended learning helps bring 21st Century skills into the classroom. This will also help equip students with the skills necessary to be more successful during distance learning. Blended learning includes an equal balance between the digital curriculum, the teacher, and the student. Technology is used to deliver some of the content and provide proactive around DOK level 1 skills. This provides a structure of the teacher to provide more individualized instruction in small groups and one-on-one to take the content to a deeper level, provide remediation, and accelerate student learning. The student must work with the technology not only for basic content consumption and practice but also to demonstrate mastery of concepts through authentic assessments that many times require the use of technology such as creating a video, presentation, or other digital media. This merges with the H.A.C.K Model of Innovative Instruction that has been rolled out at all secondary schools in Lyon County School District. Elementary schools or new staff members that have not yet been trained in this model, will participate during this school year. The various blended learning models and their link with the H.A.C.K Model of Innovative Instruction can be seen below. In addition, more in-depth training is included during the upcoming professional development days.

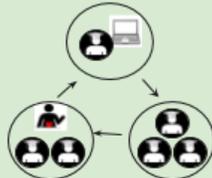
To support this model, students will be asked to bring their own devices to school and be assigned a school-issued device to support blended learning. It will be necessary to teach and reinforce digital citizenship skills with students. More in-depth information can be found in the [Technology](#) section of this document. **For more information about live streaming opportunities within this learning model, please refer to the “Live Streaming Classrooms” section below.**



# Blended Learning Models

Blended learning includes technology, a teacher, and the student.

- The technology is used to deliver content or provides discrete practice with feedback on DOK 1 skills.
- The teacher plans for practice, reteaches necessary concepts, extends the learning, and provides this support in large groups, small, group and one-on-one environments.
- The student reflects, sets goals, plans, seeks resources, reviews data, and ultimately demonstrates competency by completely authentic assessments such as videos or presentations.

Model	Description	H.A.C.K Model Link
<p>Whole Group Cohort</p> 	<p>All students move through a series of tasks at the same time that include both digital and analog activities.</p>	<p>Highly Structured and Allowed Choices Activities</p>
<p>Rotations</p> 	<p>Students move through a set of activities some which will include some digital activities. One rotation typically includes work with the teacher.</p>	<p>Allowed Choices, Consistent Application, and Knowledge Center Activities</p>
<p>Flipped Classroom</p> 	<p>Students learn key content from digital curriculum at home prior to coming to the classroom. In class is focused on hands-on activities, time with the teacher engaged in discussions or activities, and collaboration with peers.</p>	<p>Highly Structured, Allowed Choices, Consistent Application, and Knowledge Center Activities</p>
<p>Flex</p> 	<p>Students move flexibly between digital activities, time with the teacher, collaboration and assessments based on where they are in their own learning plan.</p>	<p>Allowed Choices, Consistent Application, and Knowledge Center Activities</p>

## Assessment

Students in grades **K-8** will take the Pathblazer Screener located in Edgenuity to begin the school year. This is necessary to ensure students are working on the skills needed to progress forward with various Edgenuity platforms. Students in grades **1-8** will take the MAP **during the designated testing windows**. The Developmental Reading Assessment (DRA) will be administered quarterly for kindergarten through fourth grade and as needed for fifth and sixth-grade students. The MAP Reading Fluency will be administered fall, winter, and spring and can be used as a progress monitoring tool every three weeks in grades kindergarten through second grade and as needed in grade levels beyond. All other assessments will be determined from state and federal guidelines.

## Reading Acceleration Plans (RAP)

Understandably there is great concern regarding student achievement declines as a result of the mandatory school closures during Spring 2020. LCSD leadership continues to work with NDE regarding the state requirements for Read By Grade 3 and how best to implement them. Elementary principals will provide guidance on these changes. Click [here](#) for more information on RAP guidelines.

## Communication

Daily check-ins will be required for students taking part in distance learning. This data will be recorded in Infinite Campus. Progress will also be monitored daily in Edgenuity and will be required for attendance purposes. It is recommended that communication with families happen through Infinite Campus or Edgenuity. Survey results indicated that the varied platform was overwhelming and the consistency is needed from school to school.

## Attendance

Click [here](#) for the guidance document from the Nevada Department of Education regarding attendance.

## Secondary Grading Guidance

There have been a number of questions regarding grading at the secondary level. Please see the guidance document [here](#).

## Audio Enhancement

Every classroom is equipped with the SAFE System. This includes the ability to amplify one's voice for all students. As masks are mandatory for every staff and student, it is required that all educators



use the Audio Enhancement microphone to ensure that students can adequately hear the instructor's voice. A student microphone is also available in each classroom for student use. It is imperative that site administrators and secretaries ensure all substitute teachers have access to and utilize this system. **Site administrators should first contact the LCSD IT Department for technical issues or Audio Enhancement directly to purchase more microphones/equipment.**

## Live Streaming and Recording Classrooms

All classrooms equipped with the Audio Enhancement SAFE System have the ability to live stream using the associated camera. Additionally, there are a variety of other means by which teachers may live stream or record their classroom instruction. Teachers may choose to live stream or record their classroom instruction for students participating in distance learning. However, teachers and administrators are prohibited from requiring students to attend a live streamed classroom while they are participating in distance learning. As student participation in a live streamed classroom is voluntary, they may not have their grade adversely affected nor be penalized in any way for choosing not to participate. Alternatively, teachers may record their classroom instruction for students to view at a later time. Just like the link to the live stream, teachers must take measures to ensure the recorded link is protected.

Teachers who choose to live stream or record their classrooms must abide by the following guidelines:

- ❖ Keep the camera on the teacher and his/her instruction, not on the students, as much as possible.
- ❖ Never share Personally Identifiable Information (PII) or "educational records" as defined in the Family Educational Rights and Privacy Act (FERPA). Click [here](#) for information regarding FERPA and PII. For example, never discuss student grades, behavior, attendance, supports, accommodations, health, family circumstances, etc.
- ❖ Only share the live stream or recording link with your students and administrator.
- ❖ Remind parents/guardians that the live stream or recording can be considered an educational record for students and should not be shared with others.
- ❖ Check for students who have opted out per the FERPA notice. If any students/families opted out per the FERPA notice, they must never be on video during the live stream or recording.

## Special Populations

In person daily instruction will be offered to the following students: students with an IEP, actively served EL students, homeless students, and students in foster care. For students with disabilities, decisions regarding placement will be made following the IEP process. All other special population placements will be determined through an interactive process with the school administrator and family.



## Professional Learning

### Requirements for Additional Professional Development Days

#### Overview

Lyon County School District has requested additional professional development days to start the school year so that teachers are adequately prepared. These professional learning days will take place from 8/14/20-8/31/20. Each school site will have access to a set of required sessions but at the discretion of principals, other sessions may be added. These days require some direct instruction but can also be used for planning and preparation purposes if artifacts are collected. Because LCSD knows how imperative it is for educators to have time to plan and prepare materials, the direct instruction will not consume the entire day. Instead, teachers will be given the opportunity to create artifacts that support the day's session. These artifacts will be submitted to a school-specific Google Classroom for record-keeping and accountability purposes. These artifacts will be due by the first day of school, September 1, 2020. The direct instruction sessions will award recertification hours.

#### Accessing the Professional Learning Sessions

Individual school leaders will decide the sequence of sessions for their sites. Most sessions will be accessed through GoToWebinar. These sessions will be available for review all school year. Each session will require participants to sign up. Reports can be created from these registrations to award professional development hours. Some sessions will be hosted live at school sites. In these instances, participants will be required to sign up for recertification hours using the [bit.ly.lcsdpd](https://bit.ly/lcsdpd) link. Please note that registration through this link cannot be done after the session has occurred. Registration must take place on the day of the event for hours to be awarded.

#### Submitting Professional Learning Artifacts

Submission of professional learning artifacts will take place using Google Classroom. Each session requiring an artifact will be listed under Classwork inside Google Classroom. The artifacts can include screenshots, pictures of completed tasks, actual lesson plans or products created, or a detailed log of how time was spent after each particular session. Google Classroom codes will be provided by August 14.

#### Required Sessions

Below is a list of sessions that will be required by each certified LCSD staff member..

- [Blended Learning and The H.A.C.K Model of Innovative Instruction](#)
- [Edgenuity Pathblazer](#)



- [Edgenuity Courseware](#)
- [Tools to Support Reopening Plans](#)
- [Fostering a Collaborative Learning Community](#)
- [Leveraging Advisory, Instructional Blocks, and Guidance for Grading](#)
- [Supporting Families and Students with Distance Learning](#)
- [Preparing for the Launch of the 2020-2021 School Year](#)
- How to Screen Record and Live Stream with Audio Enhancement (coming soon)
- [Information to Help Prevent the Spread of COVID 19](#)
- [Special Education Services](#)

## On-Demand Sessions

Additional professional learning sessions will be available on-demand all year. An updated list of these titles will be provided.

## Office Hours

Amber Westmoreland will be available virtually Tuesdays and Thursdays each week from 7:00-8:30 and 2:30-4:00 for office hours. This is a time when you can stop by to ask questions, problem-solve, or share celebrations. This school year may pose some challenges that require collaboration and flexibility and this time can be used to help provide any support needed. Use this [link](#) for access.

## Schedule an Appointment

If office hours do not work or you prefer a small group or one-on-one session, you can schedule appointments using this [link](#). You can also use email or telephone communication.



# Family and Student Resources

## Overview

Families were given the opportunity to participate in a distance learning experience survey from the spring of 2020. Results from this survey indicated that many families felt overwhelmed with the use of technology, organization of school work (especially for multiple students at different schools), and the volume of different platforms being used to communicate and assign work. These factors were included during the development of the plan. Instances of this include the use of one online platform for content delivery and practice, Edgenuity, the use of Infinite Campus for daily check-ins and communication, plus better aligned individual school plans using districtwide guidelines. It was also apparent that families, including students, needed access to technical support and tutorials. Additional tips and tools can be found below to help support our students as we prepare to launch the 2020-2021 school year.

## Sample Schedules

### Sample Distance Learning Schedule

Elementary School Learners



8:00-8:30 Breakfast/Morning Movement

8:30-9:00 Storytime

9:00-9:30 Independent Reading

9:30-10:00 Pathblazer/Packet (Reading)

10:00-10:30 Outdoors/Playtime/Snack

10:30-11:00 Independent Writing

11:00-11:30 Pathblazer/Packet (Language Arts)

11:30-12:00 Pathblazer/Packet (Math)

12:00-12:30 Lunch/Rest

12:30-1:00 Math Activities

1:00-1:30 Pathblazer/Packet (Science/Social Studies)

1:30-2:00 Art/Music/Free Choice

### Sample Distance Learning Schedule

Secondary School Learners



9:00-10:00 Course 1

10:00-10:15 Movement Break

10:15-11:15 Course 2

11:15-12:00 Lunch Break

12:00-1:00 Course 3

1:00-1:15 Movement Break

1:15-2:15 Course 4

2:15-3:00 Check-ins & Tutoring



## Tips for Communicating with Families

Feedback from the family survey indicated that families with students who attended multiple schools felt overwhelmed with the variation in communication methods used from school to school. With this in mind, the recommendation is to use Infinite Campus and Edgenuity as the primary communication method for the 2020-2021 school year. Parents can sign up to receive text messages in addition to emails and phone calls in Infinite Campus. It will be important to develop a communication plan and share this with students and families. This will help everyone understand the methods, requirements, and boundaries related to contact.

## Tips for Communicating with Students and Families During Distance Learning

### Stick to One Tool



Choose one communication tool rather than sampling a few. For the ease of families, we are suggesting that Infinite Campus is the main tools used with families. With many families having students in multiple schools, it becomes difficult for them to manage multiple platforms.

### Be Consistent



Stick with the plan you create up front. If you tell families you will send messages each Friday, you must send those messages. It helps builds predictability and can be integrated into a family routine.

### Share Expectations



Develop a communication plan share that plan with families. Be sure that students and families know the minimum requirements for checking in and how they get in touch if they run into challenges.

### Set Boundaries



Let families know when you will be available for contact. Set office hours and let students know how long it will take to respond. For example, a response will happen within 24 hours.

### Include Teacher Name and School

This is Mrs. Smith from Silverland Middle School...

When communicating, especially when using messaging systems, be sure to include your name and school. Families may be receiving many notifications and it can be hard to decipher who and what it is in regard to without this crucial information.

### Google Translate



Google translate can be used to translate communication into various languages. You can use this for things you create as well as teach families and students how to access these tools.

## Tutorials

A variety of tutorials were created to help support families with the technology platforms being used during distance learning. Please find the document link [here](#). These tutorials can be shared with students and families as needed. In addition, students can email [support@lyoncsd.org](mailto:support@lyoncsd.org) to get technical support during distance learning.

## Social, Emotional and Mental Health Resources

Resources forthcoming from Counselors, School Psychologists and School Social Workers



# Implementation Checklists and Timelines

## Technology Access

Goal: Ensure all students and families expressing a need for devices and residential broadband or high-speed internet are immediately provided with appropriate resources, while also deploying existing site-based inventory to prepare for future one-to-one access for all.

### *Tentative Action Dates:*

- Use District survey data and site personal contact to identify students lacking connectivity and/or devices by August 19, 2020.
- Identify existing Chromebook/device inventory ready for immediate deployment by August 24, 2020.
- Begin communication with parents/guardians regarding details related to the device deployment schedule. Site-based inventory should be deployed to cohort B students by August 31, 2020.

## Learning Management System Access

Goal: Ensure all students, families, and educators consistently access and use the common Learning Management System (LMS) including the Edgenuity and Google Suite, while also accessing other tools to assist with synchronous, teacher-led instruction and asynchronous learning experiences.

### *Tentative Action Date:*

- Verify login information to Edgenuity for all students and educators by August 21, 2020.
- Share list of usernames and passwords for LCSD accounts by August 21, 2020.
- Share student and family resources related to the Edgenuity and Google Suite by September 30, 2020.

## Health and Wellness

- Supervisors review Health and Wellness guidelines with staff.
- Provide cleaning and disinfecting supplies and train staff as appropriate (office, restrooms, etc.).
- Provide Personal Protective Equipment (PPE) for staff reporting to work.

## Front Office and Registration

- Develop office and registration procedures, processes, and schedules.



- Organize front office staff/secretaries for social distancing; develop procedures and discuss expectations for customer service when interacting with students, parents/guardians, and visitors.
- Establish alternate ways for students and staff to communicate with the front office (i.e. radio call, phone call, emails).
- Ensure visitor check-ins and [Visitor Questionnaire and Acknowledgement Log](#) is prepared and communicated.
- Establish and communicate a system for obtaining necessary documents from parents/guardians to complete registration.

## Facilities

- Create floor markings to direct foot-traffic flow in compliance with social distancing requirements for staff reporting to work.
- Display COVID-19 informational signs in key areas of the building.
- Reconfigure shared spaces to ensure and encourage social distancing practices.
- Establish procedures and a monitoring system to ensure workspaces and tools are cleaned after use.



# Lyon County School District Board Memo

**Date:** August 25, 2020  
**To:** Board of School Trustees  
**From:** Wayne Workman, Superintendent  
**Re:** Information Technology (IT) Security Audit and 2020-21 School Year update

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**Requested by:**

Harman Bains, Director of Business Services  
Alan Medeiros, Director of Information Technology  
Daniel Slentz, Director of Oasis Online

**Recommendation**

Update item for the Board of Trustees regarding LCSD Information Technology (IT) Security Audit. No action required.

**Background Information**

Security Audit:

Lyon County School District (LCSD) contracted with Dyntek Dynamic Technology Solutions to perform a pro-active compromise assessment on LCSD network.

The purpose of the audit was to provide an objective review of the current security posture of the LCSD network. This included LCSD ability to detect and respond to cybersecurity threats as well as mitigate and recover from an attack should one occur. There was an emphasis on ransomware attacks in particular.

The assessment took approximately four weeks to complete and including both external and internal analysis of LCSD systems. The IT department, Oasis Online, and Administration were included in the weekly updates.

Phase 1 began with an external assessment in which Dyntek attempted to access LCSD systems from the Internet using an outside/in approach. During this assessment period they began by simply building a “footprint” or logical map of our Internet accessible assets. In the beginning this was done with a passive attack posture. Once school ended for the summer, they took a more aggressive approach toward LCSD systems and began to actively attack the network. While specifics can’t be discussed, many recommendations from Phase 1 have been implemented to strengthen LCSD’s network against external attacks in the future.

The next phase of the assessment moved internally, into LCSD network. This phase uncovered some areas of concern and additional recommendations. LCSD has implemented many changes per Dyntek recommendations and continues to implement many other changes as well.

In total, Dyntek offered 34 different changes to improve the security posture of the LCSD network. LCSD, working with Oasis Online, has implemented a number of these changes and is continuing the process of implementing the others. Some are short term, immediate recommendations, others are recommendations for written policies and procedures to facilitate all aspects of detection and response should a breach occur in the future. No data, student or otherwise, was found to be susceptible.

Cyber security is a delicate balance of usability and reliability packed against security of the network. While we want to be as secure as possible, we also need a network that responds to the end user’s needs. Dyntek’s audit concluded that, as

we continue to implement the suggested strategies, LCSD's ability to recover from future ransomware attacks would be excellent.

Other Updates:

As the 2020-21 school year prepares to begin, LCSD IT and Oasis Online have made a number of changes to help improve services for both students and families.

LCSD IT has also managed to secure nearly 4,000 Chromebook devices to achieve 1:1 student to device ratio. This will help families and students better navigate the Hybrid learning model and distance learning. Due to this pandemic, school districts across the county have and continue to, struggle locating and purchasing Chromebook devices for their students. LCSD managing to secure nearly 4,000 devices during this time is a remarkable achievement and a testament to the relationships they have built overtime.

LCSD IT working with the Nevada Governor's Office of Science, Innovation and Technology (OSIT), has managed to secure 1,000 T-Mobile Hotspots. These T-Mobile Hotspots will be provided to students and families, who lack connectivity, at no initial cost.

Student/BYOD is a brand-new addition to the LCSD network. This Wi-Fi has been designed for all the additional devices schools anticipate welcoming as students are encouraged to bring their own learning device (BYOD). Student/BYOD Wi-Fi will have all the restrictions as the current district student Wi-Fi but will only be available for new student devices.

LCSD IT over the past couple months has researched and negotiated with Insuritel. Ultimately, LCSD has managed to secure an excellent price for Family Device Insurance. For the entire 2020-21 school year, a loaner Chromebook insurance cost will be \$21.30 or iPad for \$27.65. If a student decides to bring their own device (BYOD), insurance will be available, but costs will vary depending on device.

With the addition of 4,000 new Chromebooks, BYOD implementation and distance online learning, it was critical to create a process in order to help students, from home, reach the IT department for technical support. Students and families can now receive this technical assistance by submitting a ticket through a new webpage created by LCSD IT <https://forms.lyoncsd.org> or by emailing LCSD IT at [support@lyoncsd.org](mailto:support@lyoncsd.org) .

**Budget Considerations**

N/A

**Discussed at Previous Meeting**

N/A

**Attachment(s)**

N/A

*Respectfully Submitted,  
Harman Bains, Director of Business Services*

**Lyon County School District  
Board Memo**

**Date:** August 25, 2020  
**To:** Board of School Trustees  
**From:** Wayne Workman, Superintendent  
**Re:** 2020-2021 Hiring Update

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**Requested by:**

Wayne Workman, Superintendent

**Recommendation**

That the Board of Trustees approve a report on current staffing for the 2020-2021 school year.

**Background Information**

LCSD Human Resources and site administrators experienced a busy spring and summer attracting and securing 45 new certified employees. Efforts to attract certified staff included virtual recruiting fairs; national website postings; university outreach to local and out of state schools; social media advertising and employee referrals. Additionally, early notification incentives and sign on bonuses supported by the LCSD Board of Trustees have helped to identify positions that were needed earlier than normal and provided an attractive incentive not offered by most states outside of Nevada.

When comparing applications received over the last five years:

March 1, 2016 through August 15, 2016: 1,447 applications were received  
March 1, 2017 through August 15, 2017: 1,369 applications were received  
March 2, 2018 through August 15, 2018: 1,266 applications were received  
March 1, 2019 through August 15, 2019: 1,197 applications were received  
March 1, 2020 through August 15, 2020: 651 applications were received

Certified positions started posting in March, allowing school sites the opportunity to begin their hiring process, which has been a huge success in hiring before our sister districts as well as giving us an upper hand on hiring quality teachers.

Of those 45 new certified employees hired, 17 were hired for Fernley area schools, 15 for Dayton area schools, 8 for Silver Springs area schools, 5 for Yerington area schools and 0 for Smith Valley. The following list identifies the areas where employees originated:

- 26 from Lyon County
- 10 from the Reno/Sparks area
- 11 from other areas in Nevada (Gardnerville, Carson, Amargosa Valley, Gardnerville/Minden, Las Vegas, Hawthorne, and McDermitt)
- 2 from California
- 10 from other states (AZ, CO, GA, HO, MO, MT, NY, and TX).

Exit surveys were sent electronically to all certified employees who left LCSD and 24 former employees responded as follows:

- 75.00% of those that left LCSD were 40+ years old, 12.50% were 30-39 years old, and 12.50% were 22-29 years old.
- 45.83% were with LCSD for 11+ years, 20.83% were 6-10 years, and 33.33% were with us for 1-5 years.
- 41.67% cited retirement as their primary reason for leaving LCSD, followed by 29.17% citing relocation, 4.17% cited compensation & benefits did not meet my needs, 4.17% identified “challenges with students”, 0% identified “challenges with supervisor(s)”, 4.17% identified “challenges with colleagues”, and 16.67% identified “other” as their reason for leaving.
- 70.83% agreed or strongly agreed that they were given an appropriate site level orientation and continued support to be successful.
- 65.21% agreed or strongly agreed that they were given materials and resources to be successful
- 91.66% agreed or strongly agreed that they had a schedule that allowed them the opportunity to have a positive impact on their students as well as their school culture was positive and supported students and their learning.
- 87.50% agreed or strongly agreed that their supervisor provided collaborative opportunities that supported the teacher’s professional learning and that they were provided with professional learning opportunities to support their needs.
- 75.00% agreed or strongly agreed that they were empowered to carry out their job successfully.
- 75.00% agreed or strongly agreed that their supervisor clearly shared his/her expectations.
- 83.34% agreed or strongly agreed that their supervisor listened to their ideas and/or concerns.
- 70.83% agreed or strongly agreed that their supervisor treated the staff fairly and consistently as well as promoted cooperation, collaboration and a positive culture.
- 70.84% agreed or strongly agreed that their supervisor provided ongoing feedback regarding their performance and that their supervisor cared about them and the work they were doing for students.
- 70.84% agreed or strongly agreed that they would work for their supervisor again.
- 78.26% agreed or strongly agreed that the district office provided a positive orientation experience.
- 87.50% agreed or strongly agreed that the district office staff are friendly, supportive, and answered their questions efficiently.
- 66.67% agreed or strongly agreed that the district office staff provided appropriate leadership for our schools.
- 78.26% agreed or strongly agreed that the district office staff cared about them and the work they were doing for students.
- 83.33% agreed or strongly agreed that they were pleased with LCSD’s compensation/pay.
- 54.17% agreed or strongly agreed that they were pleased with LCSD’s benefits (insurance, holidays, EAP, Etc.).
- 87.50% agreed or strongly agreed that they would recommend LCSD to others as a great place to work.

In closing, we appreciate the LCSD Board of Trustee’s support and guidance to attract and secure top quality, certified talent for our incoming students. We are experiencing continued challenges filling our positions, like other school districts. Our universities are not producing enough teachers for Nevada’s needs. Part of our solution has been to contract with outside agencies to provide services for certain positions: 4 Speech Pathologists, 1 Visually Impaired Teacher, 2 Psychologists, and 1 Board Certified Behavior Analyst (BCBA). Currently, we have 4 student interns and an estimated 5 long-term substitutes filling vacant positions in the district. We have currently hired 3 critical need employees. We are optimistic the Student Intern Program, approved by the Board of Trustees, and our new Grow Your Own program will continue to be our solutions to attracting and retaining new teachers to LCSD. We retained and hired 7 out of the 10 interns from last year.

### **Budget Considerations**

None

**Attachments:**

None

*Respectfully Submitted,  
Wayne Workman, Superintendent*

*EMERGENCY LEAVE UNDER THE FAMILY FIRST CORONAVIRUS RESPONSE ACT*

The Lyon County School District (school district) recognizes the importance of support to employees through the Emergency Leave Under the Coronavirus Response Act policy. This policy complies with the FFCRA to grant eligible employees emergency protected leave for qualified reasons and advise employees if they meet the eligibility requirement.

All schools are required to post and keep posted Form WH-1422: Employee Rights: Paid Sick Leave and Expanded Family and Medical Leave under the Families First Coronavirus Response Act in a conspicuous place that can readily be seen by employees and applicants alike, even if no employees are eligible.

This policy will remain in effect until 12:00 p.m. on December 31, 2020 unless it is extended by the federal government. It does not apply retroactively.

Approved 9/22/20

*EMERGENCY FAMILY MEDICAL LEAVE (EFML) - ADMINISTRATIVE REGULATION*

**Eligibility**

With exceptions, employees who have been employed by the school district for 30-calendar days are eligible for Emergency Family Medical Leave (EFML) leave. All employees meeting the above qualification qualify for EFML, regardless of their seasonal, temporary, etc., status.

Health care providers and emergency responders may be excluded from the provision of this policy. Each health care provider's and emergency responder's eligibility will be individually assessed. To minimize the spread of the virus associated with COVID-19, the school district will be judicious when using the definitions below to exempt health care providers and emergency responders from the provisions of the FFCRA.

- A health care provider is anyone employed at any doctor's office, hospital, health care center, clinic, local health department or agency, nursing facility, retirement facility, nursing home, home health care provider, any facility that performs laboratory or medical testing, pharmacy, or any similar institution, employer, or entity. This includes any permanent or temporary institution, facility, location, or site where medical services are provided that are similar to such institutions.
- An emergency responder is anyone necessary for the provision of transport, care, healthcare, comfort, and nutrition of such patients, or others needed for the response to COVID-19. This includes but is not limited to law enforcement officers, correctional institution personnel, fire fighters, emergency medical services personnel, physicians, nurses, public health personnel, emergency medical technicians, paramedics, emergency management personnel, 911 operators, child welfare workers and service providers, public works personnel, persons with skills or training in operating specialized equipment or other skills needed to provide aid in a declared emergency, and individuals who work for such facilities employing these individuals and whose work is necessary to maintain the operation of the facility.

**Duration of Leave**

Any eligible employee, as defined above, may be granted a total of 12 weeks of FMLA leave, including EFML leave during a 12-month period. This period is measured backward from the date an employee uses any FMLA leave, including EFML leave. A "week" is defined as a calendar week, regardless of the number of days the employee normally works. Twelve weeks does not entitle a part-time employee working three days a week to 60-leave days, but rather 12 weeks.

**Reasons for Leave**

EFML may be granted for the following reason:

The employee is unable to work or telework due to a need for leave to care for a his/her son or daughter whose school or place of care has been closed, or the childcare provider is unavailable, for reasons related to COVID-19 only if no other suitable person is available to care for the son or daughter during the period of such leave.

### Compensation During Leave

The first two weeks of EFML leave will be unpaid leave unless the employee has accrued paid leave and is otherwise eligible to use the leave. Employees who are eligible for Emergency Paid Sick Leave may elect to use EPSL during the first two weeks.

Weeks 3 through 12 of EFML leave will be compensated at 2/3 the employee's regular rate of pay, up to \$200 a day and \$10,000 in the aggregate.

### Intermittent Leave

Employees may take EFML leave intermittently while working at the regular worksite or teleworking, and leave may be taken in any increments agreed upon by the employer and employee.

### Notice of Leave

An employee intending to take EFML leave shall give written notice as soon as practicable.

### Certification of Leave

Employees requesting leave under this policy are required to provide the following supporting documentation:

- The employee's name,
- The date(s) for which leave is requested,
- Qualifying reason for requesting leave, and
- Statement that the employee is unable to work, including telework, for that reason,
- The name of the Son or Daughter being cared for;
- The name of the school, place of care, or childcare provider that has closed or become unavailable; and
- A representation that no other suitable person will be caring for the child during the period for which the employee takes EFML leave.

### Benefits Coverage During Leave

During a period of EFML leave, an employee will be retained on the school district's health plan under the same conditions that would apply if the employee was not on EFML leave. To continue health coverage, the employee must continue to make any contributions that s/he would otherwise be required to make. Failure of the employee to pay his/her share of the health insurance premium may result in loss of coverage.

If the employee fails to return to work after the expiration of the EFML leave, the employee may be required to reimburse the school district for payment of health insurance premiums during the leave, unless the reason the employee cannot return is due to circumstances beyond the employee's control. The definition of "beyond the employee's control" includes a large variety of situations such as: the employee being subject to layoff; continuation, recurrence, or the onset of an FMLA-qualifying event; or the employee's spouse's unexpected worksite relocation of more than 75 miles from the current worksite.

Employees will not accrue sick, annual paid leave for each regularly scheduled hour on paid leave while on EFML.

#### Anti-Retaliation

An employee shall not be retaliated against for utilizing the leave described in this section. Any employee who believes s/he has been retaliated against in any manner whatsoever should immediately notify the EEO Officer. The district will promptly investigate and deal appropriately with any allegation of retaliation. In the event retaliation is substantiated, disciplinary action up to and including termination will be taken.

#### Interaction with FMLA

All provisions included in Policy GBCB "Family and Medical Leave" not covered in this policy apply.

#### Related Forms:

Notice of Eligibility and Rights and Responsibilities for Emergency Family and Medical Leave  
Designation Notice for Emergency Family and Medical Leave

**Lyon County School District  
Board Memo**

**Date:** August 25, 2020  
**To:** Board of School Trustees  
**From:** Wayne Workman, Superintendent  
**Re:** LCSD Policy revisions to AA Equal Educational Opportunity; Equal Employment Opportunity; Nondiscrimination

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**Recommendation**

That the Board of Trustees approves the revision of LCSD Policy AA Equal Educational Opportunity; Equal Employment Opportunity; Nondiscrimination as a first reading.

**Background Information**

Staff is recommending revisions to this policy to include a special provision for violations of Title IX. If the alleged discrimination falls under Title IX, then Policy AB should be followed in order to comply with federal requirements. This revision to policy AA makes a specific reference to policy AB. The revision also includes a reference to staff as mandatory reporters of child abuse and neglect. It also specifies how to communicate with the Title IX Coordinator which is a federal requirement. Discrimination regarding a disability is modified and a grievance procedure is included in the administrative regulation along with a complaint form and process for filing a complaint. Policy AA is meant to be an overarching policy regarding discrimination at all levels except when discrimination falls under the federal requirements of Title IX.

**Budget Considerations**

None

**Discussed at Previous Meeting**

N/A

**Attachment(s)**

Policy AA Equal Educational Opportunity; Equal Employment Opportunity; Nondiscrimination

*Respectfully Submitted,*

*Wayne Workman, Superintendent*

**EQUAL EDUCATIONAL OPPORTUNITY; EQUAL EMPLOYMENT**  
**OPPORTUNITY; NON-DISCRIMINATION**

Lyon County School District (the school district) does not discriminate on the basis of race, color, religion, national origin, ancestry, disability, age, marital status, sex, sexual orientation, or gender identity or expression, or any other category protected by applicable state or federal law in its programs and activities and provides equal access to the Boy Scouts of America and other designated youth groups. ~~Sex discrimination includes sexual harassment and sexual violence, and these actions are strictly prohibited.~~

~~Lyon County School District shall ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program of Lyon County School District. Lyon County School District, in providing any aid, benefit, or service, shall not, directly or through contractual, licensing, or other arrangements, on the basis of disability:~~

- ~~a. Deny a qualified person with a disability the opportunity to participate in or benefit from the aid, benefit, or service;~~
- ~~b. Afford a qualified person with a disability an opportunity to participate in or benefit from the aid, benefit, or service that is not equal to that afforded others;~~
- ~~c. Provide a qualified person with a disability with an aid, benefit, or service that is not as effective as that provided to others;~~
- ~~d. Provide different or separate aid, benefits, or services to persons with disabilities or to any class of disabled persons unless such action is necessary to provide qualified handicapped persons with aid, benefits, or services that are as effective as those provided to others;~~
- ~~e. Deny a qualified person with a disability the opportunity to participate as a member of planning or advisory boards; or~~
- ~~f. Otherwise limit a qualified person with a disability in the enjoyment of any right, privilege, advantage, or opportunity enjoyed by others receiving an aid, benefit, or service.~~

In keeping with requirements of federal and state law, Lyon County School District strives to remove any vestige of discrimination in employment, assignment and promotion of personnel; in educational opportunities and services offered students; in student assignment to schools and classes; in student discipline; in location and use of facilities; in educational offerings and materials; and in accommodating the public at public meetings.

~~The Board encourages staff to improve human relations within the schools and to establish channels through which citizens can communicate their concerns to the administration and the Board.~~

~~The superintendent shall appoint and Lyon County School District shall make known the individuals to contact about issues concerning the Americans with Disabilities Act, Amendments Act of 2008 (ADAAA), Section 504 of the Rehabilitation Act of 1973 (Section 504), Title VI, Title VII, Title IX and other civil rights or discrimination issues. The Board will adopt and Lyon~~

**LYON COUNTY SCHOOL DISTRICT**  
**BOARD POLICY**

**AA**

~~County School District will publish grievance procedures providing for prompt and equitable resolution of student and employee complaints.~~

~~Federal civil rights laws prohibit discrimination against an individual because he/she has opposed any discrimination act or practice or because that person has filed a charge, testified, assisted or participated in an investigation, proceeding or hearing. ADAAA further prohibits anyone from coercing, intimidating, threatening or interfering with an individual for exercising the rights guaranteed under the ADAAA.~~

~~For student-related disability discrimination concerns, contact the following individual:~~

~~Director of Special Services  
25 E. Goldfield Avenue  
Yerington, NV 89447  
775-463-6800~~

~~For all other concerns, including any arising under Title IX, contact the following person:~~

~~Director of Human Resources  
25 E. Goldfield Avenue  
Yerington, NV 89447  
775-463-6800~~

**Notice of Nondiscrimination on the Basis of Sex Under Title IX**

Lyon County School District does not discriminate on the basis of sex in the education program or activity that it operates, and the school district is required by Title IX and 34 CFR Part 106 not to discriminate in this manner. The requirement not to discriminate in the school district's education program or activity extends to employment.

Inquiries about the application of Title IX and the Title IX regulations to Lyon County School District may be referred to the school district's Title IX Coordinator, or to the Assistant Secretary at the U.S. Department of Education, or both.

The school district has designated the following employee to coordinate its efforts to comply with Title IX. The school district's Title IX Coordinator is:

Director of Human Resources  
Lyon County School District  
25 E. Goldfield Avenue  
Yerington, NV 89447  
(775)463-6800  
dhuckaby@lyoncsd.org

The Assistant Secretary may be contacted at:

Assistant Secretary for Civil Rights  
U.S. Department of Education  
400 Maryland Ave., S.W.  
Washington, D.C. 20202

**Notice of Nondiscrimination on the Basis of Disability**

Lyon County School District shall ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program of the school district. Lyon County School District, in providing any aid, benefit, or service, shall not, directly or through contractual, licensing, or other arrangements, on the basis of disability:

- g. deny a qualified person with a disability the opportunity to participate in or benefit from the aid, benefit, or service;
- h. afford a qualified person with a disability an opportunity to participate in or benefit from the aid, benefit, or service that is not equal to that afforded others;
- i. provide a qualified person with a disability with an aid, benefit, or service that is not as effective as that provided to others;
- j. provide different or separate aid, benefits, or services to persons with disabilities or to any class of disabled persons unless such action is necessary to provide qualified handicapped persons with aid, benefits, or services that are as effective as those provided to others;
- k. deny a qualified person with a disability the opportunity to participate as a member of planning or advisory boards; or
- l. otherwise limit a qualified person with a disability in the enjoyment of any right, privilege, advantage, or opportunity enjoyed by others receiving an aid, benefit, or service.

**Prohibition on Retaliation**

Lyon County School District is committed to providing an educational and work environment that is free from all forms of retaliation. The school district prohibits and will not tolerate retaliation against any employee or student who brought a claim of discrimination, participated in an investigation, proceeding or hearing concerning a claim of discrimination, or who in good faith has opposed a practice he or she reasonably believes constituted prohibited discrimination. The school district will take prompt and equitable action to eliminate such retaliation.

**Grievance Procedures**

The school district has established grievance procedures and processes to address allegations of discrimination, including harassment.

Employee Complaints:

- 1. For employee complaints alleging bullying, harassment, sexual harassment (**except sexual harassment prohibited by Title IX**), intimidation, discrimination and/or retaliation, see the procedures in **Board Policy GBBC and Policy GL**.
- 2. For employee complaints alleging sexual harassment prohibited by Title IX, see the grievance process in **Board Policy AB**.

Student Complaints:

3. For student complaints alleging bullying and/or cyber-bullying (except sexual harassment prohibited by Title IX), see the procedures in Board Policy JFCC and Policy GBBA.
4. For student complaints alleging sexual harassment prohibited by Title IX, see the grievance process in Board Policy AB.
5. For student complaints alleging discrimination, including harassment, based on disability, see the procedures in Board Policy AC.

Other Complaints:

6. For all other complaints alleging discrimination, including harassment, see the grievance procedures in the Administrative Regulation accompanying this Board Policy AA.

If an employee or volunteer has reasonable cause to believe that sexual harassment in violation of Title IX arises to abuse or neglect under NRS 432B and/or NRS 392.275 et seq., such misconduct will be reported to law enforcement officials and/or Child Protective Service agency personnel in accordance with the procedures set forth in Board policies and regulations concerning mandatory reporting. These procedures are addressed in Board Policy JHG.

**Contact Information**

For student-related disability discrimination concerns, contact the following person:

Director of Special Services  
Lyon County School District  
25 E. Goldfield Avenue  
Yerington, NV 89447  
(775)463-6800  
mcleven@lyoncsd.org

For all other concerns, including any arising under Title IX, contact the following person:

Director of Human Resources  
Lyon County School District  
25 E. Goldfield Avenue  
Yerington, NV 89447  
(775)463-6800  
dhuckaby@lyoncsd.org

**EQUAL EDUCATIONAL OPPORTUNITY; EQUAL EMPLOYMENT OPPORTUNITY;  
NONDISCRIMINATION—ADMINISTRATIVE REGULATION**

Lyon County School District provides Equal Educational Opportunities and Equal Employment Opportunities and does not discriminate on the basis of race, color, religion, national origin, ancestry, disability, age, marital status, sex, sexual orientation, gender identity or expression, or any other category protected by applicable state or federal law in its program and activity, including employment, and provides equal access to the Boy Scouts of America and other designated youth groups.

**What is discrimination?**

Discrimination is unfair or unlawful treatment of a person or group because they are part of a defined group, known as a protected class. Discrimination may include treating a person or group differently or denying someone access to a program, service, or activity, because they are part of a protected class, or failing to accommodate a person's disability. Discriminatory harassment is verbal or physical harassment based on a protected class.

**What is a protected class?**

A protected class is a group of people who share common characteristics and are protected from discrimination and harassment by federal, state, or local laws. Protected classes in the school district are those groups identified in the nondiscrimination statement above, such as race, color, religion, national origin, ancestry, disability, age, marital status, sex, sexual orientation, or gender identity or expression.

**How do I file a complaint about discrimination?**

If you believe that you or your student has experienced discrimination or discriminatory harassment in the school district, you have the right to file a formal complaint. All formal complaints must: (a) be in writing, (b) be signed by the complainant, and (c) set forth the specific acts, conditions, or circumstances alleged to have occurred that constitute discrimination. Before filing a complaint, you may want to discuss your concerns with the following school official:

\_\_\_\_\_ Director of Human Resources  
\_\_\_\_\_ Lyon County School District  
\_\_\_\_\_ 25 E. Goldfield Avenue  
\_\_\_\_\_ Yerington, NV 89447  
\_\_\_\_\_ (775)463-6800  
\_\_\_\_\_ dhuckaby@lyoncsd.org

**Will my complaint be kept confidential?**

Confidentiality cannot be guaranteed. We often need to disclose the identity of the complainant to investigate complaint allegations. We will attempt to maintain as much confidentiality as possible by sharing information only with those persons who are considered essential to the investigation and disposition of your complaint. Due process requirements for any person(s) complained about may also require that the school district release information regarding the complaint to the accused. Therefore, requests that any accused person *not* be informed of the complaint may limit our ability to respond to, investigate, and resolve your formal complaint concerns.

**Is retaliation prohibited?**

Yes. It is both illegal and against school district policy for anyone to retaliate against you for filing your complaint.

**Discrimination Complaint Procedure**

The school district has specific complaint procedures for certain allegations of discrimination and harassment, as follows:

Employee Complaints:

1. For employee complaints alleging bullying, harassment, sexual harassment (**except sexual harassment prohibited by Title IX**), intimidation, discrimination and/or retaliation, see the procedures in **Board Policy GBBA and Policy GL**.
2. For employee complaints alleging sexual harassment prohibited by Title IX, see the grievance process in **Board Policy AB**.

Student Complaints:

3. For student complaints alleging bullying and/or cyber-bullying (**except sexual harassment prohibited by Title IX**), see the procedures in **Board Policy GBBA and Policy JFCC**.
4. For student complaints alleging sexual harassment prohibited by Title IX, see the grievance process in **Board Policy AB**.
5. For student complaints alleging discrimination, including harassment, based on disability, see the procedures in **Board Policy AC**.

Students, parents/guardians, employees, or other individuals may **use this procedure** to file a complaint **for all other allegations of discrimination** on the basis of race, color, religion, national origin, ancestry, disability, age, marital status, sex, sexual orientation, sex, gender identity or expression, or any other category protected by applicable state or federal law in its program and activity, including employment, and including the provision of equal access to the Boy Scouts of America and other designated youth groups.

All complaints alleging discrimination will be addressed under applicable district procedures and processes, regardless of whether the complainant accesses the applicable procedure in the first instance.

**STEP ONE**

Provide a signed, written statement about your complaint or complete the form on the following pages. Be as specific as possible when discussing the acts, conditions, or circumstances alleged to have occurred that constitute discrimination. Include the date(s), incident(s) that occurred, the name(s) of the person(s) involved, and the name(s) of those who may have additional information. You are encouraged to attach additional materials, which may assist in the investigation process.

**COMPLAINT ALLEGING DISCRIMINATION**

**Personal Information**

First Name \_\_\_\_\_ Last Name \_\_\_\_\_  
Phone Number \_\_\_\_\_ (work/cell) \_\_\_\_\_  
Email \_\_\_\_\_  
Home Address \_\_\_\_\_  
\_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**Type of Complaint** (mark all that apply)

Discrimination based on:

- Race     Color     Religion     National Origin     Ancestry  
 Disability     Age     Marital Status     Sex     Sexual Orientation  
 Gender Identity or Expression     Other (specify) \_\_\_\_\_

**Date(s) Discrimination Allegedly Took Place**

Earliest Date \_\_\_\_\_ Latest Date \_\_\_\_\_

**Person and/or School District Program Allegedly Discriminating**

Name \_\_\_\_\_  
School/Department \_\_\_\_\_

Name \_\_\_\_\_  
School/Department \_\_\_\_\_

Name \_\_\_\_\_  
School/Department \_\_\_\_\_

**Describe Your Complaint**

Please describe your complaint. Specifically, how were you or your child discriminated against or treated differently from others on the basis of race, color, religion, national origin, ancestry, disability, age, marital status, sex, sexual orientation, gender identity or expression, or any other category protected by applicable state or federal law? Attach additional pages, if necessary.

**Please identify all school district employees to whom you have reported your concerns:**

Reported to (Name) \_\_\_\_\_ Date(s) \_\_\_\_\_  
Describe how concerns were reported \_\_\_\_\_  
\_\_\_\_\_  
Describe results \_\_\_\_\_  
\_\_\_\_\_

Reported to (Name) \_\_\_\_\_ Date(s) \_\_\_\_\_  
Describe how concerns were reported \_\_\_\_\_  
\_\_\_\_\_  
Describe results \_\_\_\_\_  
\_\_\_\_\_

**Please identify person(s) who have relevant information concerning your complaint:**

Name \_\_\_\_\_  
Relationship to you (colleague, friend, family member, teacher, etc.) \_\_\_\_\_  
Phone Number \_\_\_\_\_ Email \_\_\_\_\_

Name \_\_\_\_\_  
Relationship to you (colleague, friend, family member, teacher, etc.) \_\_\_\_\_  
Phone Number \_\_\_\_\_ Email \_\_\_\_\_

Name \_\_\_\_\_  
Relationship to you (colleague, friend, family member, teacher, etc.) \_\_\_\_\_  
Phone Number \_\_\_\_\_ Email \_\_\_\_\_

**Corrective Action Desired**

How would you like the school district to resolve your complaint? Attach additional pages, if needed.

**Your Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**STEP ONE (continued)**

Send your complaint by mail, email, or hand delivery to:

Director of Human Resources  
Lyon County School District  
25 E. Goldfield Avenue  
Yerington, NV 89447  
(775)463-6800  
dhuckaby@lyoncsd.org

**STEP TWO**

The school district Director of Human Resources or designee will conduct a prompt, thorough, and equitable investigation of your complaint and respond to you within 60 calendar days after receiving your complaint, unless the school district extends the timeline. If resolution will take more than 60 calendar days, the school district will notify you in writing about the reasons for the extension and the anticipated response date.

When the school district Director of Human Resources or designee responds to your complaint, the response will include:

1. A summary of the results of the investigation;
2. Whether or not the school district has failed to comply with requirements related to your complaint;
3. Notice of your right to appeal, including where and to whom the appeal must be filed; and
4. Any corrective measures determined necessary to correct any noncompliance.

**STEP THREE**

If you disagree with the determination of the Director of Human Resources or designee, you may appeal to the Superintendent. You must file a notice of appeal in writing to the Superintendent within 10 business days after you received the response to your complaint. The date you received the response will be the date of personal delivery, or the date of delivery by email, or three days after deposit by first-class mail if delivered by mail. The notice of appeal must specifically state the nature of the disagreement, the reasons underlying such disagreement and how the outcome would be changed by reconsideration of the determination.

The Superintendent or designee will conduct a review of the record to determine whether the preponderance of the evidence supports the determination made by the Director of Human Resources or designee. The Superintendent or designee will issue a written decision and mail it to you within 15 business days of the receipt of the appeal. The decision of the Superintendent or designee is a final decision.

**COMPLAINTS TO AN EXTERNAL AGENCY**

If a party is not satisfied at any time, including with the Superintendent's decision, the party may file a complaint with the Office for Civil Rights ("OCR") in Seattle, Washington. More information is available at the United States Department of Education, Office for Civil Rights, 915 2<sup>nd</sup> Avenue, Suite 3310, Seattle, WA, 981174-1099, (206)684-4500. Individuals may also file complaints with any other civil rights entities such as the Nevada Equal Rights Commission:

- Las Vegas Office: 1820 East Sahara Avenue, Suite 314, Las Vegas, NV 89104, phone (702)486-7161, fax (702)486-7054
- Northern Nevada Office: 1325 Corporate Blvd., Room 115, Reno, NV 89502, phone (775) 823-6690, fax (775)688-1292

**Legal Reference(s):**

Title VI of the Civil Rights Act of 1964, as amended, 42 USC 2000(d)

Title VII of the Civil Rights Act of 1964, as amended, 42 USC 2000(e)

Title IX of the Education Amendments of 1972, 20 USC 1681-1683

Americans with Disabilities Act, Amendments Act of 2008, 42 USC 12101-12213

Rehabilitation Act of 1973, 29 USC 791, 793 and 794

Boy Scouts of America Equal Access Act, 20 USC 7905

Nevada Revised Statutes, 388.121 et seq., Provision of Safe and Respectful Learning Environment

Nevada Revised Statutes, 392.275 et seq., Reports of Abuse, Neglect and Other Illegal Conduct

Nevada Revised Statutes, 432B.010 et seq., Protection of Children from Abuse and Neglect

Nevada Revised Statutes, 651.050 et seq., Equal Enjoyment of Places of Public Accommodation

Adopted 3/28/17

Revised 8/25/20

**Lyon County School District  
Board Memo**

**Date:** August 25, 2020  
**To:** Board of School Trustees  
**From:** Wayne Workman, Superintendent  
**Re:** LCSD Policy revisions to AB Nondiscrimination on the Basis of Sex Under Title IX

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**Recommendation**

That the Board of Trustees approves the revision of LCSD Policy AB Nondiscrimination on the Basis of Sex Under Title IX as a first reading.

**Background Information**

Staff is recommending revisions to this policy to include requirements that must be followed in order to comply with federal requirements of Title IX. The federal Office of Civil Rights made changes to the law that pertain specifically to K-12 education. This revisions to policy AB makes the required changes which include notice of nondiscrimination, definitions, how to report and file a complaint, and mandatory response obligations. It includes a timeline for completion of the interviews, decisions and appeals. It also specifies how to communicate with the Title IX Coordinator which is a federal requirement.

**Budget Considerations**

None

**Discussed at Previous Meeting**

N/A

**Attachment(s)**

Policy AB Nondiscrimination on the Basis of Sex Under Title IX

*Respectfully Submitted,*

*Wayne Workman, Superintendent*

***NON-DISCRIMINATION ON THE BASIS OF SEX UNDER TITLE IX***

~~In compliance with Title IX, Lyon County School District prohibits sex discrimination, including sexual harassment. No student on the basis of sex will be excluded from participation in, denied the benefits of, or be subjected to discrimination under any educational program or activity conducted by the District. The District will treat its students without discrimination on the basis of sex as this pertains to admission, course offerings, athletics, counseling, employment assistance, and extracurricular activities.~~

~~The superintendent will designate at least one employee to coordinate its efforts to comply with and carry out its responsibilities under Title IX. The Title IX coordinator will answer questions about Title IX and investigate complaints communicated to the District alleging noncompliance with Title IX. The name, address and telephone number will be provided to all students and employees.~~

~~The Board will adopt and the District will publish grievance procedures providing for prompt and equitable resolution of student complaints under Title IX.~~

~~The Board is committed to the elimination of sexual harassment in the District schools and activities. Sexual harassment is strictly prohibited and shall not be tolerated. This includes sexual harassment of students by other students, staff, Board members or other persons subject to the supervision and control of Lyon County School District. "District" includes District facilities, District premises and non-District property if the student or employee is at any District sponsored, District approved or District related activity or function, such as field trips or athletic events where students are under the control of the District.~~

~~Sexual harassment of students shall include, but is not limited to, unwelcome sexual advances, requests for sexual favors and other verbal, nonverbal or physical conduct of a sexual nature when:~~

- ~~• The conduct or communication has the purpose or effect of demanding sexual favors in exchange for benefits;~~
- ~~• Submission to or rejection of the conduct or communication is used as the basis for educational decisions affecting a student;~~
- ~~• The conduct or communication is so severe, persistent or pervasive that it has the purpose or effect of unreasonably interfering with a student's educational performance; or creates an intimidating, offensive or hostile educational environment. Relevant factors to be considered will include, but not be limited to, did the individual view the environment as hostile; was it reasonable to view the environment as hostile; the nature of the conduct; how often the conduct occurred and how long it continued; age and sex of the complainant; whether the alleged harasser was in a position of power over the student subjected to the harassment; number of individuals involved; age of the alleged harasser; where the harassment occurred; and other incidents of sexual harassment at the school involving the same or other students or staff.~~

**LYON COUNTY SCHOOL DISTRICT**  
**BOARD POLICY**

**AB**

~~Examples of sexual harassment may include, but not be limited to, physical touching or graffiti of a sexual nature, displaying or distributing of sexually explicit drawings, pictures and written materials, sexual gestures or obscene jokes, touching oneself sexually or talking about one's sexuality in front of others or spreading rumors about or rating other students or others as to appearance, sexual activity or performance.~~

~~Title IX also prohibits gender-based harassment, which may include acts of verbal, nonverbal, or physical aggression, intimidation, or hostility based on sex or sex stereotyping, even if those acts do not involve conduct of a sexual nature. Sexual violence is a form of sexual harassment prohibited by Title IX. Sexual violence includes rape, sexual assault, sexual battery, and sexual coercion.~~

~~All complaints about behavior that may violate this policy shall be promptly investigated. Any student or employee who has knowledge of conduct in violation of this policy or feels he/she is a victim of sexual harassment must immediately report his/her concerns to the building principal, the superintendent, or the Title IX compliance officer who has overall responsibility for all investigations. The position designated by the superintendent as the Title IX compliance officer is:~~

~~Director of Human Services  
25 E Goldfield Avenue  
Yerington, NV 89447  
775-463-6800~~

~~A student may also report concerns to a teacher, coach, counselor, or school nurse who will promptly notify the building principal, the superintendent, or the Title IX compliance officer. In accordance with state law, the building principal or designee will initiate an investigation not later than one day after receiving notification of the potential violation, and will complete the investigation within 10 days after the date on which the investigation is initiated. The student and the student's parents/guardians or staff member who initiated the complaint shall be notified of the findings of the investigation and, if appropriate, that remedial action has been taken.~~

~~The initiation of a complaint in good faith about behavior that may violate this policy shall not adversely affect the educational assignments or study environment of a student complainant or any terms or conditions of employment or work environment of the staff complainant. There shall be no retaliation by the District against any person who, in good faith, reports, files a complaint or otherwise participates in an investigation or inquiry of sexual harassment.~~

~~It is the intent of the Board that appropriate corrective action will be taken by the District to stop the sexual harassment, prevent its recurrence and address negative consequences. Students in violation of this policy shall be subject to discipline up to and including expulsion and/or counseling or sexual harassment awareness training, as appropriate. The age and maturity of the~~

~~student(s) involved and other relevant factors will be considered in determining appropriate action. Employees in violation of this policy shall be subject to discipline, up to and including dismissal and/or additional sexual harassment awareness training, as appropriate. Other individuals whose behavior is found to be in violation of this policy shall be subject to appropriate sanctions as determined and imposed by the superintendent or Board.~~

~~The superintendent shall ensure appropriate periodic sexual harassment awareness training or information is provided to all supervisors, staff and students and that annually, the name and position of District officials responsible for accepting and managing sexual harassment complaints, business phone numbers, addresses or other necessary contact information is readily available.~~

~~The superintendent will establish a process for reporting incidents of sexual harassment and other forms of sex discrimination.~~

**Notice of Nondiscrimination on the Basis of Sex Under Title IX**

Lyon County School District (“the school district”) does not discriminate on the basis of sex in the education program and activity it operates. Title IX prohibits sex-based discrimination, including sexual harassment, in violation of Title IX of the Education Amendments of 1972. Title IX provides that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any school district education program or activity. The school district is required by Title IX not to discriminate in such a manner. Title IX applies to any school district education program or activity, whether such program or activity occurs on-campus or off-campus. The requirement not to discriminate in the school district’s program or activity extends to employment.

Sexual harassment by school employees is considered grounds for disciplinary action, up to and including discharge. Sexual harassment by students is considered grounds for disciplinary action, up to and including expulsion.

**I. Sexual Harassment Defined Under Title IX**

Sexual harassment is defined under the federal Title IX regulations as conduct on the basis of sex that satisfies one or more of the following:

- a. A school employee conditioning the provision of an aid, benefit, or service of the school district on an individual’s participation in unwelcome sexual conduct (i.e., *quid pro quo*); or
- b. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the school district’s education program or activity; or
- c. Sexual assault as defined in the federal Clery Act, or dating violence, domestic violence, or stalking as defined in the federal Violence Against Women Act.

**II. Reports and Complaints of Sexual Harassment**

The school district must respond whenever any employee has notice of sexual harassment, including allegations of sexual harassment. Notice to a Title IX Coordinator, or notice to an official with authority to institute corrective measures on the school district's behalf, or notice to any school district employee charges a school with actual knowledge and triggers the school district's response obligations.

Because the school district must respond whenever any employee has notice of sexual harassment, including allegations of sexual harassment, **all school district employees are required to report possible incidents of sexual harassment involving students and/or employees directly to the school district's Title IX Coordinator as soon as practicable, but not later than a time during the same day on which the employee became aware of an incident of sexual harassment, including allegations of sexual harassment. Reports by school district employees must be made in person, by telephone, and/or by email.** Failure to report such incidents may result in disciplinary action.

Any person other than a school district employee may report sexual harassment including allegations of sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sexual harassment) in person, by mail, by telephone, or by email, using the contact information listed below for the school district's Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report.

A report of sexual harassment may be made at any time, including during non-business hours, by using the telephone number or email address, or by mail to the office address, listed for the Title IX Coordinator.

The school district has designated the following employee to coordinate its efforts to comply with Title IX. The school district's Title IX Coordinator is:

Director of Human Resources  
Lyon County School District  
25 E. Goldfield Avenue  
Yerington, NV 89447  
(775)463-6800  
dhuckaby@lyoncsd.org

The school district notifies applicants for employment, parents or legal guardians of elementary and secondary school students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the school district, of the name or title, office address, email address, and telephone number of the school district's Title IX Coordinator.

The contact information for the Title IX Coordinator will be prominently displayed on the school district's website and on the websites for each school in the district.

Inquiries about the application of Title IX to the school district may be referred to the school district's Title IX Coordinator, or to the Assistant Secretary for Civil Rights of the U.S. Department of Education, 400 Maryland Ave., S.W., Washington, D.C. 20202, or both.

### **III. Title IX Sexual Harassment Mandatory Response Obligations**

The school district will respond promptly to Title IX sexual harassment in a manner that is not deliberately indifferent, which means a response that is not clearly unreasonable in light of the known circumstances. The school district has the following mandatory response obligations:

- The school district will offer supportive measures to the person alleged to be the victim (referred to throughout as the “complainant” whether or not that is the person who reported the sexual harassment or allegation of sexual harassment)
- The Title IX Coordinator will promptly contact the complainant confidentially to discuss the availability of supportive measures, consider the complainant’s wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint
- The school district will follow a grievance process that complies with Title IX regulations before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent
- The school district will not restrict rights protected under the U.S. Constitution, including the First Amendment, Fifth Amendment, and Fourteenth Amendment, when complying with Title IX
- The school district will investigate sexual harassment allegations in any formal complaint, which can be filed by a complainant, or signed by a Title IX Coordinator
- A complainant’s wishes with respect to whether the school district investigates will be respected unless the Title IX Coordinator determines that signing a formal complaint to initiate an investigation over the wishes of the complainant is not clearly unreasonable in light of the known circumstances
- If the allegations in a formal complaint do not meet the definition of sexual harassment under Title IX, or did not occur in the school district’s education program or activity against a person in the United States, the school district will dismiss such allegations *for purposes of Title IX* but may still address the allegations in any manner the school district deems appropriate under the school districts code of conduct

### **IV. Title IX Sexual Harassment Grievance Process**

The school district has adopted a grievance process that provides for the prompt and equitable resolution of student and employee **complaints** alleging any action that would constitute sexual harassment under Title IX, and a grievance process for resolving **formal complaints** of sexual harassment. The grievance process incorporates these requirements:

- The school district treats complainants equitably by providing remedies any time a respondent is found responsible, and treat respondents equitably by not imposing disciplinary sanctions without following the grievance process
- The school district provides remedies, which are required to be provided to a complainant when a respondent is found responsible, that are designed to maintain the complainant’s

equal access to education and may include the same individualized services described as supportive measures; however, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the respondent

- The school district requires objective evaluation of all relevant evidence, inculpatory and exculpatory, and avoids credibility determinations based on a person's status as a complainant, respondent, or witness
- The school district requires Title IX personnel (Title IX Coordinator, investigators, decision-makers, people who facilitate any informal resolution process) to be free from conflicts of interest or bias for or against complainants or respondents
- The school district provides training of Title IX personnel to include training on the definition of sexual harassment in Title IX regulations, the scope of the school district's education program or activity, how to conduct an investigation and how to conduct hearings, appeals, and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias
- The school district provides training of decision-makers and investigators to include training on issues of relevance, including how to apply the rape shield protections provided only for complainants
- The school district includes a presumption that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process
- The school district posts materials used to train Title IX personnel on its website
- The school district includes reasonably prompt time frames for concluding the grievance process, including appeals and informal resolutions, with allowance for temporary, short-term, good cause delays or extensions of the time frames
- The school district describes the range, or list, of the possible remedies that may be provided to a complainant and disciplinary sanctions that may be imposed on a respondent, following determinations of responsibility
- The school district has chosen to use the preponderance of the evidence standard for all formal complaints of sexual harassment (including where employees are respondents)
- The school district has described its appeal procedures, and the range of supportive measures available to complainants and respondents
- The school district's grievance process does not use, rely on, or seek disclosure of information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege
- Any provisions, rules, or practices other than those required by Title IX regulations that the school district has adopted as part of its grievance process for handling formal complaints of sexual harassment apply equally to both parties

All reports and complaints of sexual harassment in violation of Title IX will be addressed through the grievance process described below. See, *NONDISCRIMINATION ON THE BASIS OF SEX UNDER TITLE IX—ADMINISTRATIVE REGULATION*.

#### **IV. Related Policies and Administrative Regulations**

This policy and administrative regulation address sexual harassment as that term is defined under Title IX. The school district also prohibits bullying and cyber-bullying as those terms are defined

under Nevada Revised Statutes (“NRS”) 388.121 et seq. (“Provision of Safe and Respectful Learning Environment”). The prohibitions on bullying and cyber-bullying and procedures to address conduct that does not include sexual harassment as defined under Title IX are addressed in Board Policy GBBA and Policy JFCC.

The school district also prohibits employee bullying, harassment, sexual harassment, intimidation, discrimination and/or retaliation. The prohibitions and grievance procedures for this conduct that does not include sexual harassment as defined under Title IX are addressed in Board Policy GBBC and Policy GL.

If an employee or volunteer has reasonable cause to believe that sexual harassment in violation of Title IX arises to abuse or neglect under NRS 432B and/or NRS 392.275 et seq., such misconduct will be reported to law enforcement officials and/or Child Protective Service agency personnel in accordance with the procedures set forth in Board policies and regulations concerning mandatory reporting. These procedures are addressed in Board Policy JHG.

**Legal Reference(s):**

Title IX of the Education Amendments of 1972, 20 USC 1681-1683

Title IX federal regulations, 34 CFR Part 106

NRS 388.125~~1~~ et seq., Provision of Safe and Respectful Learning Environment

Nevada Revised Statutes, 392.275 et seq., Reports of Abuse, Neglect and Other Illegal Conduct

NRS 388.135

NRS 432B.010 et seq., Protection of Children from Abuse and Neglect

“Dear Colleague” Letter, U.S. Department of Education, Office for Civil Rights, April 4, 2011

Adopted 3/28/17

*This policy replaces LCSD Policy AC dated 8/25/01*

*Revised 8/25/20*

***NON-DISCRIMINATION ON THE BASIS OF SEX UNDER TITLE IX –  
ADMINISTRATIVE REGULATIONS***

**Recognizing and Reporting Sex-Based Discrimination and Harassment**

All staff members also share in Lyon County School District's responsibility in prohibiting and addressing reports of or observed incidents of sex-based discrimination and harassment, including harassment by District employees and by students.

Sexual harassment of students shall include, but is not limited to, unwelcome sexual advances, requests for sexual favors and other verbal, nonverbal or physical conduct of a sexual nature when:

- The conduct or communication has the purpose or effect of demanding sexual favors in exchange for benefits;
- Submission to or rejection of the conduct or communication is used as the basis for educational decisions affecting a student;
- The conduct or communication is so severe, persistent or pervasive that it has the purpose or effect of unreasonably interfering with a student's educational performance; or creates an intimidating, offensive or hostile educational environment. Relevant factors to be considered will include, but not be limited to, did the individual view the environment as hostile; was it reasonable to view the environment as hostile; the nature of the conduct; how often the conduct occurred and how long it continued; age and sex of the complainant; whether the alleged harasser was in a position of power over the student subjected to the harassment; number of individuals involved; age of the alleged harasser; where the harassment occurred; and other incidents of sexual harassment at the school involving the same or other students or staff.

Examples of sexual harassment may include, but not be limited to, physical touching or graffiti of a sexual nature, displaying or distributing of sexually explicit drawings, pictures and written materials, sexual gestures or obscene jokes, touching oneself sexually or talking about one's sexuality in front of others or spreading rumors about or rating other students or others as to appearance, sexual activity or performance.

Title IX also prohibits gender-based harassment, which may include acts of verbal, nonverbal, or physical aggression, intimidation, or hostility based on sex or sex stereotyping, even if those acts do not involve conduct of a sexual nature. Sexual violence is a form of sexual harassment prohibited by Title IX. Sexual violence includes rape, sexual assault, sexual battery, and sexual coercion.

When a student is sexually harassed, the harassing conduct creates a hostile environment if the conduct is sufficiently serious that it interferes with or limits a student's ability to participate in or benefit from the school's program. The more severe the conduct, the less need there is to show a repetitive series of incidents to demonstrate a hostile environment, particularly if the harassment

is physical. A single or isolated incident of sexual harassment may create a hostile environment if the incident is sufficiently severe. For instance, a single instance of rape is sufficiently severe to create a hostile environment.

Title IX protects students from sexual harassment in a school District's education programs and activities. This means that Title IX protects students in connection with all academic, educational, extracurricular, athletic, and other programs of Lyon County School District, whether those programs take place in a school District's facilities, on a bus, at a class or training program sponsored by Lyon County School District at another location, or elsewhere. If a student files a complaint with the school, regardless of where the conduct occurred, the school must process the complaint in accordance with the procedures established by Lyon County School District. Because students often experience the continuing effects of off campus sexual harassment in the educational setting, schools should consider the effects of the off campus conduct when evaluating whether there is a hostile environment on campus. For example, if a student alleges that he or she was sexually assaulted by another student off school grounds, and that upon returning to school he or she was taunted and harassed by other students who are the alleged perpetrator's friends, the school should take the earlier sexual assault into account in determining whether there is a sexually hostile environment. The school also should take steps to protect a student who was assaulted off campus from further sexual harassment or retaliation from the perpetrator and his or her associates.

Lyon County School District ("the school district") has established a grievance process to provide prompt and equitable resolution of reports and complaints of sexual harassment in violation of Title IX.

Any individual who is unsure about whether sexual harassment in violation of Title IX has occurred and/or which complaint procedure applies is encouraged to contact the Title IX Coordinator:

Director of Human Resources  
Lyon County School District  
25 E. Goldfield Avenue  
Yerington, NV 89447  
(775)463-6800  
dhuckaby@lyoncsd.org

**I. Definitions**

For purposes of this Title IX grievance process, the following definitions apply.

- A. "Actual knowledge" means notice of sexual harassment or allegations of sexual harassment to the school district's Title IX Coordinator, or to any official of the recipient who has authority to institute corrective measures on behalf of the District, or to any employee of an elementary or secondary school in the school district. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual notice. This standard is not met when the only official of the school district with actual knowledge is the respondent. The mere ability or obligation to

report sexual harassment or to inform a student about how to report sexual harassment, or having been trained to do so, does not qualify an individual as one who has authority to institute corrective measures on behalf of the school district.

“Notice” as used in this paragraph includes, but is not limited to, a report of sexual harassment made verbally or in writing to the Title IX Coordinator.

- B. “Complainant” is an individual who is alleged to be the victim of conduct that could constitute sexual harassment. The school district treats a person as a complainant and refers to a person as a complainant any time the school district has notice that the person is alleged to be the victim of conduct that could constitute sexual harassment, regardless of whether the person reported, or a third party reported the sexual harassment, and irrespective of whether the complainant ever chooses to file a formal complaint.
- C. “Education program or activity” includes locations, events, or circumstances over which the school district exercises substantial control over both the respondent and the context in which the sexual harassment occurs.
- D. “Formal complaint” is a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the school district investigate the allegation of sexual harassment. There is no time limit or statute of limitations on a complainant’s decision to file a formal complaint.  
At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in the education program or activity of the school district with which the formal complaint is filed.  
The phrase “document filed by a complainant” means a document or electronic submission (such as by electronic mail or through an online portal provided for this purpose by the school district) that contains the complainant’s physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint.  
Where the Title IX Coordinator signs a formal complaint, the Title IX Coordinator is not a complainant or otherwise a party under Title IX regulations.
- E. “Respondent” is an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.
- F. “Sexual harassment” means conduct on the basis of sex that satisfies one or more of the following:
1. A school employee conditioning the provision of an aid, benefit, or service of the school district on an individual’s participation in unwelcome sexual conduct (i.e., *quid pro quo*); or
  2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the school district’s education program or activity; or
  3. Sexual assault as defined in the federal Clery Act, or dating violence, domestic violence, or stalking as defined in the federal Violence Against Women Act.

“Sexual assault” as defined in the Clery Act means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation.

“Dating violence” as defined in the Violence Against Women Act (VAWA) means violence committed by a person (A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and (B) where the existence of such a relationship will be determined based on a consideration of the following factors: (i) The length of the relationship. (ii) The type of relationship. (iii) The frequency of interaction between the persons in the relationship.

“Domestic violence” as defined by the VAWA includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family laws of the jurisdiction.

“Stalking” as defined by the VAWA means engaging in a course of conduct directed at a specific person that would cause a reasonable person to—(A) fear for his or her safety or the safety of others; or (B) suffer substantial emotional distress.

G. “Supportive measures” means:

- Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, without fee or charge, to the complainant or respondent, before or after the filing of a formal complaint or where no formal complaint has been filed.
- Supportive measures are designed to restore or preserve access to the school district’s education program or activity, without unreasonably burdening the other party; protect the safety of all parties and the recipient’s educational environment; or deter sexual harassment.
- Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of campus, and other similar measures.
- The school district will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the school district to provide the supportive measures.

The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

II. **Title IX Grievance Procedures**

**LYON COUNTY SCHOOL DISTRICT**  
**BOARD POLICY**

**AB**

~~SEXUAL HARASSMENT AND OTHER COMPLAINTS: The District will act to promptly investigate all complaints of harassment, either formal or informal, verbal or written; to promptly take appropriate action to protect individuals from further harassment; and, if it determines that harassment occurred, to promptly and appropriately discipline any student, teacher, administrator or other school personnel who is found to have violated this policy, and/or to take other appropriate action reasonably calculated to end the harassment.~~

~~Allegations of sexual misconduct between students and staff, Board members, or other persons subject to the supervision and control of Lyon County School District will be reported to law enforcement officials or Child Protective Service agency personnel in accordance with the procedures set forth in Board policies and regulations concerning MANDATORY REPORTING OF CHILD ABUSE AND NEGLECT.~~

~~Complaints regarding other aspects of sex-based discrimination, such as complaints concerning equal opportunities for participation in programs offered by Lyon County School District, will be resolved according to the same complaint procedure described below.~~

~~The Title IX Coordinator for Lyon County School District is:~~

~~Director of Human Resources  
25 E. Goldfield Avenue  
Yerington, NV 89447~~

**COMPLAINT PROCEDURE:**

~~Step I — Any student or employee who has knowledge of conduct in violation of this policy or feels he/she is a victim of sexual harassment must immediately report his/her concerns to the building principal, the superintendent, or the Title IX compliance officer who has overall responsibility for all investigations. A student may also contact her/his teacher, coach, counselor, or school nurse who will promptly notify the building principal, the superintendent, or the Title IX compliance officer.~~

~~In accordance with state law under NRS 388, any staff member or teacher who witnesses sexual harassment or receives information that a student has or may have been the victim of sexual harassment is required to report orally the alleged acts to the principal or designee on the day on which the teacher or other staff member witnessed the sexual harassment or received the information regarding the occurrence of sexual harassment. An oral report may be followed up with a written report.~~

~~Any investigation shall be conducted by person(s) who is/are trained and who is/are impartial, having had no involvement in the complaint presented. If the principal is the person about whom the complaint is made, the superintendent will assign the designee to conduct the investigation and make necessary reports.~~

~~Step II — In accordance with state law under NRS 388, the building principal or designee will initiate an investigation not later than one day after receiving notification of the alleged sexual harassment, and will complete the investigation within 10 days after the date on which the investigation is initiated. The parties will have an opportunity to submit evidence and a list of witnesses. All findings of the investigation, including the response of any alleged harasser, shall be reduced to writing. Upon completion of the investigation, a determination shall be made as to whether school District policies or procedures have been violated. The principal/designee conducting the investigation shall notify the complainant and the accused person of the determination when the investigation is concluded.~~

~~Information describing the method for notifying the complainant and the accused person, together with any other documentation related to the sexual harassment incident, including disciplinary action taken or recommended, shall be forwarded to the superintendent.~~

~~Step III — If a complainant or accused person is not satisfied with the decision at Step II, he/she may submit a written appeal to the superintendent or designee. Such appeal must be filed within [10] working days after receipt of the Step II decision. The superintendent or designee will arrange such meetings with the complainant, the accused person and other persons as deemed necessary to discuss the appeal. The superintendent or designee shall provide a written decision to the complainant and accused person within [10] working days.~~

~~Step IV — If a complainant or accused person is not satisfied with the decision at Step III, he/she may submit a written appeal to the Board. Such appeal must be filed within [10] working days after receipt of the Step III decision. The Board shall, within [20] working days, conduct a hearing at which time the complainant or accused person shall be given an opportunity to present the appeal. The Board shall provide a written decision to the complainant and accused person within [10] working days following completion of the hearing. The decision of the Board will be final.~~

~~RETALIATION: It is a separate and distinct violation of this policy for any member of the school community to retaliate against any person who reports alleged harassment or against any person who testifies, assists or participates in an investigation, proceeding or hearing relating to such harassment. It is possible that an alleged harasser may be found to have violated this anti-retaliation provision even if the underlying complaint of harassment is not found to be a violation of this policy. Retaliation includes, but is not limited to any form of intimidation, reprisal or harassment and may be redressed through application of the same reporting, investigation and enforcement procedures as for harassment.~~

**LYON COUNTY SCHOOL DISTRICT**  
**BOARD POLICY**

**AB**

~~CONSEQUENCES: Any school employee or student that is found to have violated this policy shall be subject to action including, but not limited to, warning, remedial training, education or counseling, suspension, exclusion, expulsion, transfer, termination or discharge. Students who violate this policy will be disciplined in accordance with District policies and procedures for discipline, suspension, and expulsion.~~

~~After an immediate and thorough investigation, if an investigator determines that sexual harassment has occurred, then reasonable, timely, age appropriate, and effective corrective action, including steps tailored to the specific situation should be taken. Following are examples of prompt remedial actions, which may be taken when violations have occurred:~~

~~A. Take action to end the harassment.~~

- ~~1. School personnel may need to counsel, warn, or take disciplinary action against the accused with consideration of the following:
  - ~~• Have there been any prior incidents?~~
  - ~~• What is the severity of harassment?~~
  - ~~• What is the age of accused?~~~~
- ~~2. Separate accused from complaining student:
  - ~~• Offer withdrawal from the class.~~
  - ~~• Offer transfer for the complainant.~~
  - ~~• Remove the accused.~~~~
- ~~3. Establish a series of escalating consequences for accused.~~

~~B. Take action to eliminate hostile educational environment.~~

- ~~1. When appropriate, deliver special training for the entire class involved, and others the accused taught/teaches to repair educational environment.~~
- ~~2. Review policy statements with class(es), communicate message that Lyon County School District does not tolerate harassment and will be responsive to any student who reports such conduct.~~

~~C. Take action to prevent any further harassment and prevent retaliation against complainant or witnesses.~~

- ~~1. Make sure students know how to report any subsequent problems.~~
- ~~2. Provide counseling for accused; make sure he/she understands what constitutes harassment and the effects it can have.~~

~~3. Meet with parents if accused is a student.~~

~~D. Always document all interviews. If questions or issues arise with respect to District policies or procedures, or the investigation, seek assistance from District administrators and/or legal counsel.~~

~~COMPLAINTS TO THE OFFICE FOR CIVIL RIGHTS: Direct complaints related to educational programs and services may be made to the Regional Civil Rights Director, U.S. Department of Education, Office for Civil Rights, Region X, 915 Second Ave., Room 3310, Seattle, WA 98174-1099. Additional information regarding filing of a complaint may be obtained through the building principal, the Title IX compliance officer, or superintendent.~~

**A. Reporting Sexual Harassment, Including Allegations of Sexual Harassment**

1. School district employees who have reason to believe that a student or employee has been subjected to sexual harassment, including allegations of sexual harassment, are required to promptly make a report to the school district's Title IX Coordinator. **The report must be made as soon as practicable, but not later than a time during the same day on which the employee became aware of an incident of sexual harassment, or an allegation of sexual harassment. Reports by school district employees must be made in person, by telephone, and/or by email to the Title IX Coordinator.** Failure to report such incidents may result in disciplinary action.
2. Any person may report sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sexual harassment) in person, by mail, by telephone, or by email, using the contact information listed above for the school district's Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report.
3. A report of sexual harassment may be made at any time, including during non-business hours.
4. Title IX complaints may also be made directly to the Regional Civil Rights Director, U.S. Department of Education, Office for Civil Rights, Region X, 915 Second Ave., Room 3310, Seattle, WA 98174-1099.
5. Individuals will not be retaliated against for reporting sexual harassment or for participating in an investigation. Retaliation is illegal under Title IX and any retaliation will result in disciplinary actions, up to and including discharge for employees or expulsion for students.

**B. Addressing Supportive Measures**

If the individual making the report is the complainant<sup>1</sup> or if the complainant is identified by the individual making the report, the Title IX Coordinator will meet with the complainant to discuss supportive measures that may be appropriate in the particular circumstances and explain the process for filing a formal complaint.

1. Supportive measures are individualized measures designed to ensure the complainant (alleged victim) can continue to access educational program and activity, including employment (such as requiring no contact between individuals or changing classes)
2. Supportive measures may be continued even if the complainant chooses not to file a formal complaint, if appropriate under the circumstances

**C. Filing a Formal Complaint**

1. A complainant may file a formal written complaint requesting investigation of alleged Title IX sexual harassment with the Title IX Coordinator. A formal written complaint may be filed by the parent/legal guardian of a student complainant. The written complaint must include basic information concerning the allegation of sexual harassment, including date, time, location, individual(s) who allegedly engaged in sexual harassment, and a description of the allegation. Students or employees who need assistance in preparing a formal written complaint should contact the school district's Title IX Coordinator.
2. In certain circumstances, the Title IX Coordinator may file a formal complaint even when the complainant chooses not to file. Examples include if the respondent (person alleged to have engaged in sexual harassment) has been found responsible for previous sexual harassment or there is a safety threat within the school. In such cases, the complainant (alleged victim) is not a party to the case, but will receive notices as required by the Title IX regulations at specific points in the complaint process.
3. The Title IX Coordinator **must dismiss** a formal complaint under this procedure if: (a) the conduct alleged in the formal complaint does not constitute sexual harassment under the Title IX regulations and this policy; or (b) if the conduct alleged did not occur within the scope of the school district's education program and activity, or (c) the conduct did not occur in the United States.
4. The Title IX Coordinator **may dismiss** a formal complaint under this procedure if: (a) a complainant withdraws the formal, or withdraws particular allegations within the complaint; (b) the respondent is no longer employed by or enrolled in the school

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<sup>1</sup> A "complainant" is defined under Title IX as an individual who is alleged to be the victim of conduct that constitute sexual harassment, regardless of whether that person is the person who makes a report of sexual harassment, and regardless of whether the complainant ever chooses to file a formal complaint.

district; or (c) there are specific circumstances that prevent the school district from gathering evidence sufficient to reach a determination regarding the formal complaint. However, if the conduct potentially violates other policies or laws, it may be addressed through the applicable Board policy/procedure.

5. If a formal complaint is dismissed under this procedure, the Title IX Coordinator will promptly and simultaneously send written notices to the parties explaining the reasons. Parties may appeal dismissals in accordance with the Appeals procedure below.

#### **D. Emergency Removal or Administrative Leave**

The Superintendent or designee may remove a respondent from an education program or activity on an emergency basis during the grievance process, as follows:

1. The Superintendent or designee will undertake an individualized safety and risk analysis to determine whether there is an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment. Examples may include, but are not limited to, a continued threat of violence against a complainant by a respondent, or a respondent's threat of self-harm due to the allegations.
2. If the Superintendent or designee determines that an immediate threat exists, a respondent may be immediately removed from the education program or activity. The Superintendent or designee will provide the respondent with notice and an opportunity to challenge the decision immediately following the removal. This is an opportunity to be heard, not a hearing.
3. The school district may place a non-student employee respondent on administrative during the pendency of the grievance process.
4. Any decision to remove a respondent from an education program or activity, or to place a non-student employee on administrative leave, must comply with school district policies and administrative regulations, collective bargaining agreements, and applicable federal or state law, including but not limited to student discipline laws and the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act.

#### **E. Notice to Parties of Formal Complaint**

1. Within five business days after the filing of a formal complaint (filed by the complainant or signed by the Title IX Coordinator), the Title IX Coordinator will provide to the parties written notice of the formal complaint and allegations of sexual harassment potentially constituting prohibited conduct under Title IX. The notice will include:

- a. Notice regarding the complaint procedure and the availability of an informal resolution process if the Title IX Coordinator believes the circumstances are appropriate.
  - b. Sufficient details known at the time (including identities of parties, if known; the conduct alleged; and the date and location of the alleged incident, if known), with sufficient time to prepare before any initial interview. **No interview will be conducted until at least five business days after the date notice has been provided to the parties.**
  - c. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination of responsibility will be made at the conclusion of the grievance process.
  - d. Notice that the parties may each have an advisor of their choice (who may be an attorney), and that the parties may inspect and review evidence.
  - e. Notice that knowingly making false statements or submitting false information during the grievance process is prohibited and may result in disciplinary action.
  - f. Notice of the name of the investigator, with notice that parties must raise concerns of conflict of interest or bias **within two business days after the date notice has been provided to the parties.** The Title IX Coordinator will resolve concerns of conflict of interest or bias **within two business days after receipt of a party's objections.**
2. If additional allegations become known at a later time, notice of the additional allegations will be provided to the parties.
  3. The Title IX Coordinator will initiate or continue discussions with the complainant and the respondent regarding the provision of supportive measures.

**F. Informal Resolution Process**

After a formal complaint has been filed, if the Title IX Coordinator believes the circumstances are appropriate, the Title IX Coordinator may offer the parties the opportunity to participate in an informal resolution process to resolve the complaint without completing the investigation and determination process. Informal resolutions cannot be used to resolve a formal complaint where a student is the complainant and the respondent is an employee.

Informal resolutions can take many forms, depending on the particular case. Examples include, but are not limited to, facilitated discussions between the parties; mediation; restorative justice; acknowledgement of responsibility by a respondent; apologies; or supportive measures.

If the Title IX Coordinator determines that informal resolution is available to the parties, the Title IX Coordinator will provide the parties a written notice disclosing the allegations in the formal complaint, and stating the following:

1. The Title IX Coordinator has determined that informal resolution is available to the parties.
2. The parties must voluntarily agree in writing to participate in an informal resolution process.
3. At any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint.
4. If an informal resolution agreement is reached, it must be signed by both parties and the Title IX Coordinator.
5. Any such signed agreement is final and binding according to its terms. Once an agreement has been reached, the school district will not resume the formal complaint process, nor initiate or allow either party to initiate another formal complaint process addressing any allegations resolved in the informal resolution process or arising out of the same facts or circumstances as any allegations resolved in the informal resolution process.
6. If an informal resolution process does not resolve the formal complaint, nothing from the informal resolution process will be considered as evidence in the subsequent investigation or determination.

**G. Investigation**

1. The formal complaint will be investigated by a trained internal or external individual designated by the Title IX Coordinator. Any complaint about an employee who holds a supervisory position will be investigated by a person who is not subject to that supervisor's authority. Any complaint about the Superintendent will be submitted to the President of the Board, who will consult with legal counsel concerning the handling and investigation of the complaint.
2. The investigator will consult with the Title IX Coordinator as necessary during the investigation process.
3. If the complaint is against an employee of the school district, rights conferred under an applicable collective bargaining agreement will be applied, to the extent they do not conflict with the federal Title IX regulatory requirements.
4. Privacy rights of all parties to the complaint will be maintained in accordance with applicable state and federal laws.
5. The investigator will:
  - a. Meet with each party after they have received appropriate notice of any meeting and its purpose, with sufficient time to prepare.

- b. Allow parties to have their advisor at all meetings related to the complaint, although advisors may not speak on behalf of a party or interfere with the process.
  - c. Allow parties a reasonable opportunity to identify witnesses and submit favorable and unfavorable evidence.
  - d. Interview witnesses and conduct such other activities that will assist in ascertaining facts (site visits, review of documents, etc.).
  - e. Consider evidence that is relevant and directly related to the allegations in the formal complaint.
  - f. During the course of the investigation, provide both parties with an equal opportunity to inspect and review any evidence that is obtained in the investigation that is directly related to the allegations in the formal complaint (including evidence which the school district does not intend to rely upon in reaching a determination of responsibility), and favorable and unfavorable evidence.
  - g. **Within 10 business days of resolving any objection to the investigator, and prior to the completion of the investigation report, provide each party and advisor (if any) the evidence subject to inspection and review, and provide the parties with ten business days to submit a written response.** The evidence subject to inspection and review includes any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the school district does not intend to rely in reaching a determination regarding responsibility, and inculpatory or exculpatory evidence whether obtained from a party or other source.
  - h. Consider the parties' written responses to the evidence prior to completing the investigation report.
  - i. **Within 10 business days of receiving the parties' written responses to the evidence, create an investigative report that fairly summarizes relevant evidence and send the report to the parties and advisors (if any) for them to review and provide written responses within ten business days of receipt of the investigative report.**
  - j. After receipt of the parties' written responses (if any), forward the investigation report and party responses to the assigned decision-maker.
6. The investigation report and party responses will be forwarded to the assigned decision-maker **within 60 business days of the date a formal complaint is filed, if practicable.** A temporary, short-term delay or extension of time for good cause will be allowed.

#### **H. Determination of Responsibility**

1. The decision-maker cannot be the investigator or Title IX Coordinator.

2. **Within five business days of receiving the investigation report and party responses, the decision-maker will provide notice to the parties that they have five business days to submit written, relevant questions that the party wants asked of another party or witness.**
3. **Within five business days of receipt of all questions, the decision-maker will provide relevant questions to parties/witnesses for response. A party/witness will be given five business days to respond to the relevant questions asked by another party. If the decision-maker excludes a question as not relevant, the decision-maker will explain that decision to the party who proposed the question.**
4. **Within five business days of receipt of all responses, the decision-maker will provide the responses to the parties. A party will be given an additional five business days to ask limited written, relevant follow-up questions that the party wants asked of another party or witness.**
5. **Within five business days of receipt of all follow-up questions, the decision-maker will provide relevant questions to parties/witnesses for response. A party/witness will be given five business days to respond to the follow-up questions asked by another party. The decision-maker will send each party a copy of the responses to any follow-up questions.**
6. **The decision-maker will review the investigation report, the parties' responses and other relevant materials, and apply the preponderance of the evidence standard ("more likely than not") when making a determination.**
7. **Within five business days of receipt of the responses to follow-up questions, the decision-maker will issue a written determination, which will include the following:**
  - a. **Identification of all the allegations potentially constituting sexual harassment as defined in the Title IX regulations and this policy;**
  - b. **A description of the procedural steps taken from receipt of the formal complaint through the determination, including notifications to the parties, interviews with the parties and witnesses, site visits, methods used to gather evidence, and meetings held;**
  - c. **A determination regarding responsibility as to each allegation and findings of fact supporting the determination;**
  - d. **A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and whether remedies designed to restore or preserve equal access to the school district's program and activity will be provided to the complainant; and**
  - e. **The school district's appeal procedure and permissible bases for the parties to appeal the determination.**

8. The written determination will be provided to the parties simultaneously. The determination concerning responsibility becomes final either on the date that the school district provides the parties with the written determination of the results of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which the appeal would no longer be considered timely.
9. The written determination will be provided to the parties **within 45 business days of the date the investigation report was provided to the decision-maker.** A temporary, short-term delay or extension of time for good cause will be allowed.

## **I. Remedies, Discipline and Other Actions**

It is the intent of the Board that appropriate corrective action will be taken by the school district to stop the sexual harassment, prevent its recurrence and address negative consequences. The age and maturity of any student(s) involved and other relevant factors will be considered in determining appropriate action.

Any school employee or student that is found to have violated this policy will be subject to action including, but not limited to, warning, remedial training, education or counseling, suspension, exclusion, expulsion, transfer, termination or discharge. Students who violate this policy will be disciplined in accordance with school district policies and procedures for discipline, suspension, and expulsion.

Any remedy, discipline, or other action imposed on a student or employee will comply with school district policies and administrative regulations, collective bargaining agreements, and applicable federal or state law.

### 1. Remedies

Remedies are measures used to ensure that the complainant has equal access to the school district's education program and activity following the decision-maker's determination. Such remedies may include supportive measures, and may include other appropriate measures, depending upon the determination and the needs of the complainant. The Title IX Coordinator is responsible for implementing remedies and providing any needed assistance to the complainant.

### 2. Discipline and Other Actions – Students

Following are the types of discipline and other actions that may be imposed on a student when there is a determination that the student is responsible for one or more violations involving sexual harassment:

- In-school or out-of-school suspension
- Expulsion
- Restorative justice

- Requirement to engage in education or counseling program

3. Discipline and Other Actions – Employees

Following are examples of the types of disciplinary actions that may be imposed on an employee when there is a determination that the employee is responsible for one or more violations involving sexual harassment:

- Written warning
- Probation
- Demotion
- Suspension without pay
- Dismissal
- Performance improvement plan
- Counseling
- Training
- Loss of leadership/stipend positions

**J. Appeals**

The person deciding an appeal cannot be the decision-maker, investigator, or Title IX Coordinator.

The parties may appeal a determination regarding responsibility, and from dismissals of formal complaints. Appeals are allowed on the following grounds:

1. A procedural irregularity that affected the outcome of the matter;
2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal of the formal complaint was made, that could affect the outcome of the matter; or
3. The Title IX Coordinator, investigator, or decision-maker had a conflict of interest or bias for or against complainants or respondents generally, or the individual complainant or respondent, that affected the outcome of the matter.

**An appeal must be filed in writing within five business days of receiving the determination, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after this deadline are not timely and will not be considered.**

1. Appeals must be filed with the Superintendent, who will consider the appeal.
2. **Within five business days of receipt of the appeal, the Superintendent will notify the other party in writing of the appeal and will allow both parties to submit a written statement in support of, or challenging, the determination of**

the decision-maker. Parties will be given five business days to submit statements.

3. The Superintendent will conduct an impartial review of the appeal, including consideration of the written record of the matter, and may consult with legal counsel or other school district officials in making the decision.
4. Within fifteen business days of receipt of the appeal, the Superintendent will issue a written decision describing the result of the appeal and rationale for the result, and provide the written decision simultaneously to the parties. The decision will either deny the appeal; grant the appeal and remand to the decision-maker for further consideration; or grant the appeal by revising the disciplinary or other action(s). A temporary, short-term delay or extension of time for good cause will be allowed.

**K. Records**

Records in connection with sexual harassment reports and the grievance process will be maintained for a minimum of seven years, including:

1. Any disciplinary sanctions imposed on the respondent and any remedies provided to the complainant designed to restore or preserve equal access to the school district's education program or activity;
2. Any appeal and the result therefrom;
3. Any informal resolution and the result therefrom; and
4. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The training materials will be made publicly available on the school district's website.

**Legal Reference(s):**

~~Title IX of the Education Amendments of 1972, 20 USC 1681-1683~~

~~NRS 388.125~~

~~NRS 388.135~~

~~NRS 432B~~

~~"Dear Colleague" Letter, U.S. Department of Education, Office for Civil Rights, April 4, 2014~~

**Lyon County School District  
Board Memo**

**Date:** August 25, 2020  
**To:** Board of School Trustees  
**From:** Wayne Workman, Superintendent  
**Re:** LCSD Policy revisions to GBBA Prevention of Sexual Misconduct of Students

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**Recommendation**

That the Board of Trustees approves the revision of LCSD Policy GBBA Prevention of Sexual Misconduct of Students as a first reading.

**Background Information**

Staff is recommending revisions to this policy to include a special provision for violations of Title IX. If the alleged discrimination falls under Title IX, then Policy AB should be followed in order to comply with federal requirements. This revision to policy GBBA makes a specific reference to policy AB. The revision also includes a reference to staff as mandatory reporters of child abuse and neglect. It also specifies how to communicate with the Title IX Coordinator which is a federal requirement.

**Budget Considerations**

None

**Discussed at Previous Meeting**

N/A

**Attachment(s)**

Policy GBBA Prevention of Sexual Misconduct of Students

*Respectfully Submitted,*

*Wayne Workman, Superintendent*

*PREVENTION OF SEXUAL MISCONDUCT TOWARD STUDENTS*

The District prohibits and will not tolerate any form of sexual misconduct (including lewdness, sexual abuse, sexual molestation, and sexual harassment) toward students on the part of District employees, administrators, officials, volunteers, or third parties.

This policy expands upon, and is established in addition to, the District policy on the prevention of unlawful harassment. Because the District has a particular interest in maintaining student safety and well-being, it has established this additional policy to specifically address sexual misconduct toward students.

If the alleged sexual misconduct could constitute sexual harassment under Title IX, the AB policy and administrative regulations apply rather than the GBBA policy and administrative regulations.<sup>1</sup> Because the school district must respond with specific steps whenever any employee has notice of sexual harassment under Title IX, all school employees are required to report possible incidents of sexual harassment directly to the District's Title IX Coordinator, **as soon as practicable, but not later than a time during the same day on which the employee became aware of an incident of sexual harassment, including allegations of sexual harassment. Reports by school district employees must be made by in person, by telephone, and/or by email** to the school district's Title IX Coordinator as follows:

Director of Human Resources  
Lyon County School District  
25 E. Goldfield Avenue  
Yerington, NV 89447  
(775)463-6800  
dhuckaby@lyoncsd.org

The school district's Title IX Coordinator will assist the employee, in consultation with the school principal if the employee is not the principal, to determine whether the allegation could constitute

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<sup>1</sup> Sexual harassment is defined under the federal Title IX regulations as conduct on the basis of sex that satisfies one or more of the following:

- a. A school employee conditioning the provision of an aid, benefit, or service of the school district on an individual's participation in unwelcome sexual conduct (i.e., *quid pro quo*); or
- b. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the school district's education program or activity; or
- c. Sexual assault as defined in the federal Clery Act, or dating violence, domestic violence, or stalking as defined in the federal Violence Against Women Act.

sexual harassment under Title IX, in which case Board Policy AB will be followed rather than Board Policy GBBA.

If an employee or volunteer has reasonable cause to believe that **sexual misconduct toward students by an employee or volunteer** arises to abuse or neglect under NRS 432B and/or NRS 392.275 *et seq.*, such misconduct will be reported to law enforcement officials **and** Child Protective Service agency personnel in accordance with the procedures set forth in Board policies and regulations concerning mandatory reporting. These procedures are addressed in Board Policy JHG.

Reference: NRS 391.311, NRS 201.540, NRS 201.195, NRS 201.230, NRS 200.366, NRS 200.368, NRS 201.560, NRS 432B.220, NRS 392.275 *et seq.*

Policy #GBBA  
Revised ~~11/24/15~~8/25/20

*PREVENTION OF SEXUAL MISCONDUCT TOWARD STUDENTS – ADMINISTRATIVE REGULATIONS*

1. “Sexual misconduct” as used in this regulation is defined as:
  - a. Any sexual conduct that meets the definition of prohibited conduct/behavior as described below or in any other District policy.
  - b. Any conduct or communication that explicitly or implicitly conditions a student’s participation in an educational program or activity on submission to sexual conduct.
  - c. Any conduct or communication that explicitly or implicitly indicates that an educational decision will be based on the student’s submission to sexual conduct.
  - d. Any bullying, cyberbullying, harassing, or intimidating conduct or communication, of a sexual nature, that creates an environment which is hostile to a student by interfering with their education.
  - e. Any conduct or communication of a sexual nature that is of a sufficiently severe, persistent, or pervasive and objectively offensive nature that it limits a student’s ability to participate in or benefit from an educational program or activity or creates a hostile or abusive educational environment.
  - f. Any conduct or communication that is considered immorality within the meaning of NRS 391.311 (4) including but not limited to sexual assault, statutory sexual seduction, incest, commission of certain sexual acts in public, open or gross lewdness, indecent exposure, or lewdness with a minor.

**Note:** The District acknowledges the applicability of criminal statutes relating to sexual conduct toward a student, including:

- NRS 201.540, which indicates that it is a felony, for a person 21 years and older, who is or was employed or is or was a volunteer at a public or private school, from engaging in sexual conduct with pupils who are 16 years or age or older.
  - NRS 201.230 states it is a felony for a person to conduct lewdness with a child under the age of 16.
  - Other criminal statutes which are pertinent to this policy include, but are not limited to, NRS 201.195, solicitation of a minor to engage in acts constituting crimes against nature; NRS 200.366, sexual assault; NRS 200.368, statutory sexual seduction; NRS 201.560, using a computer to lure children.
2. Examples of behavior which constitute sexual misconduct include, but are not limited to
    - a. Making sexual advances or gestures toward a student;
    - b. Coercing, forcing, or attempting to coerce or force sexual intercourse or any sexual act with a student;
    - c. Engaging in sexual intercourse or any sexual act with any student;
    - d. Touching oneself sexually or talking about one’s sexual activity in front of students;
    - e. Spreading rumors about or discussing students’ sexual activity; and
    - f. Sexually motivated or inappropriate touching, patting, grabbing, or pinching a student’s body, whether that student is of the same or the opposite sex. Note: This

- prohibition does not preclude legitimate, non-sexual physical conduct which may include, but is not limited to, the use of necessary restraints to avoid physical harm to persons or property, or conduct such as a teacher's consoling or congratulatory hug of a student, or the demonstration of an athletic move by a teacher or student requiring contact with another student.
- g. Other sexual behavior or communication, including requests for sexual favors, whether or not accompanied by implied or overt threats concerning a student's educational status or implied or overt promises of preferential treatment.
3. Sexual Misconduct Reporting - Any teacher, administrator, official, volunteer, or other school employee who has or receives information that a student has or may have been subjected to sexual misconduct including sexual harassment under Title IX, is required to report the alleged acts to the Title IX Coordinator as soon as practicable, but not later than a time during the same day on which the person became aware of the sexual misconduct, including sexual harassment or allegations of sexual harassment. Reports by school district employees must be made by in person, by telephone, and/or by email to the school district's Title IX Coordinator.~~no later than forty-eight (48) hours after receiving the information.~~ Failure to make this report as prescribed may result in disciplinary or other appropriate action against the teacher, administrator, official, volunteer, or other school employee.
4. The District shall promptly investigate all complaints or allegations of sexual misconduct. If a violation is found to have occurred, the investigation shall include recommendations concerning the incorporation of disciplinary action and other measures to be imposed. It will keep all investigations confidential to the extent possible. The District will release information obtained only to those individuals with business need-to-know or involved in the investigation and the administration of the complaint or as required by law. The District will inform the individual filing the complaint, as well as the individual against whom the complaint was made, of the final determination. All employees and students questioned as part of an investigation will be told and expected to refrain from discussing the matter with anyone except District or legal representatives or their own union or legal representatives.

The initial investigation will be conducted by a qualified and objective school official not named in the complaint, or by an outside investigator. The investigator will act with due regard for the rights of all individuals and, in particular, to ensure any rights of students to have their parent(s)/guardian(s) present during questioning. If the initial investigation indicates that a criminal act may have occurred, the investigator shall immediately notify the Superintendent, who will in turn immediately report the matter to the law enforcement agency having jurisdiction.

The District treats all complaints or allegations of sexual misconduct seriously and expects all employees and students to be candid and truthful during the investigation process. If credible evidence indicates that a participant in the investigation has made

intentionally false or malicious statements, the District will discipline or take other appropriate action against that participant.

5. If warranted, the District will also initiate appropriate remedial and/or disciplinary action consistent with the findings of the report and the requirements of applicable collective bargaining agreements, District policy, and state and federal law.
6. The District will not tolerate any form of retaliation toward any person who reports alleged sexual misconduct in good faith, assists another in filing a complaint, or provides truthful statements during an investigation.

The District will discipline or take other appropriate action against any student, school personnel, volunteers, administrators, or officials for threatening, intimidating, or interfering with any person who complains of sexual misconduct, or reports sexual misconduct, or who testifies or participates in a proceeding, investigation, or hearing related to a complaint of sexual misconduct.

7. All District employees, volunteers, officials, and administrators will participate in an initial training session and in periodic training updates on the prevention of sexual misconduct, will be provided an opportunity to review a copy of the District Policy, and will sign an acknowledgment of receipt stating: I have been given an opportunity to review such policy. The District will provide all new employees with a copy of this policy and afford employees an opportunity to discuss the contents during orientation.
8. The District will make this policy available to parents or guardians and all students, as appropriate, during annual registration. The District will also publish the policy in student handbooks and post the policy in the District administrative offices and in school offices. At least annually, the District will publicize this policy in school newsletters or other publications used to communicate District policies to parents and guardians.

Reference: NRS 391.311, NRS 201.540, NRS 201.195, NRS 201.230, NRS 200.366, NRS 200.368, NRS 201.560, NRS 432B.220, [NRS 392.275 et seq.](#)

**Lyon County School District  
Board Memo**

**Date:** August 25, 2020  
**To:** Board of School Trustees  
**From:** Wayne Workman, Superintendent  
**Re:** LCSD Policy deletion JM Prevention of Sexual Misconduct of Students

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**Recommendation**

That the Board of Trustees approves the deletion of LCSD Policy JM Prevention of Sexual Misconduct of Students.

**Background Information**

Staff is recommending deletion of this policy as there is a duplicate policy GBBA Prevention of Sexual Misconduct of Students that exists in the Personnel series of board polices. The policy is the same in both JM and GBBA. The administrative regulation in JM outlines the process for complaints which is already outlined in policy AA Equal Educational Opportunity; Equal Employment Opportunity; Nondiscrimination – Policy and in AB Nondiscrimination on the Basis of Sex Under Title IX. Staff recommends maintaining GBBA, which was updated in 2015 to make conforming changes based on statutory changes to bullying and harassment. The updates to these other board policies makes JM a duplicative policy.

**Budget Considerations**

None

**Discussed at Previous Meeting**

N/A

**Attachment(s)**

Policy JM Prevention of Sexual Misconduct of Students

*Respectfully Submitted,*

*Wayne Workman, Superintendent*

## LYON COUNTY SCHOOL DISTRICT BOARD POLICY

JM

### *PREVENTION OF SEXUAL MISCONDUCT TOWARD STUDENTS*

~~Lyon County School District prohibits and will not tolerate any form of sexual misconduct (including sexual abuse, sexual molestation, and sexual harassment) toward students on the part of District employees, administrators, officials, volunteers, or third parties.~~

~~This policy expands upon, and is established in addition to the District policy on the prevention of illegal harassment. Because the District has a particular interest in maintaining student safety and well being, it has established this additional policy to specifically address sexual misconduct toward students.~~

#### **Conduct**

~~Sexual misconduct as used in this policy is:~~

- ~~• Any conduct that meets the definition of sexual harassment contained in District policy.~~
- ~~• Any conduct or communication that explicitly or implicitly conditions a student's participation in an educational program or activity on submission to sexual conduct.~~
- ~~• Any conduct or communication that explicitly or implicitly indicates that an educational decision will be based on the student's submission to sexual conduct.~~
- ~~• Any conduct or communication of a sexual nature that is sufficiently severe, persistent, or pervasive and objectively offensive that it limits a student's ability to participate in or benefit from an educational program or activity or creates a hostile or abusive educational environment.~~
- ~~• Any conduct or communication that is immoral conduct within the meaning of NRS 391.311(4) including but not limited to sexual assault, statutory sexual seduction, incest, commission of certain sexual acts in public, open or gross lewdness, indecent exposure, and lewdness with a minor.~~

~~Note: the District acknowledges the applicability of criminal statutes relating to sexual conduct toward a student, including NRS 201.450, which indicates that it is a felony for a teacher, administrator, coach, volunteer or teacher's aide or auxiliary nonprofessional employee who assists with instruction or supervision of pupils, to engage in sexual conduct with pupils ages 14 through 17. Other criminal statutes which are pertinent to this policy include, but are not limited to NRS 201.195, solicitation of a minor to engage in acts constituting crimes against nature; NRS 201.230, lewdness with a child under 14; NRS 200.366, sexual assault; NRS 200.368, statutory sexual seduction; NRS 201.560, using a computer to lure children, etc.~~

- ~~examples of behavior which constitute sexual misconduct include but are not limited to: ⊕ making sexual advances or gestures toward a student~~
- ~~coercing, forcing, or attempting to coerce or force sexual intercourse or any sexual act with a student~~
- ~~engaging in sexual intercourse or any sexual act with any student~~
- ~~touching oneself sexually or talking about one's sexual activity in front of students~~
- ~~spreading rumors about or discussing students' sexual activity~~
- ~~sexually motivated or inappropriate touching, patting, grabbing, or pinching a student's body, whether that student is of the same or the opposite sex. Note: This prohibition does not preclude legitimate, non-sexual physical conduct which may include but is not limited to the use of necessary restraints to avoid physical harm to person or property or conduct such as a teacher's consoling or congratulatory hug of a student or the demonstration of an athletic move by a teacher or student requiring contact with another student~~
- ~~other sexual behavior or communication, including requests for sexual favors, whether or not accompanied by implied or overt threats concerning a student's educational status or implied or overt promises of preferential treatment.~~

## **Reporting Procedures**

~~The District encourages every student who believes s/he has been the recipient of sexual misconduct and every student or other individual who has knowledge of sexual misconduct to report immediately the alleged act(s) to a teacher, school counselor, principal, or other appropriate district official. The report may be either written or oral. The District will keep the name of the person making the report confidential to the extent possible and will make it available only to those individuals who are necessarily involved in the investigation and the administration of the complaint. The person receiving the report shall document the time and place of the report and the name of the person making the report. Any teacher, administrator, official, volunteer, or other school employee who has or receives information that a student has or may have been a recipient of sexual misconduct is required to report the alleged acts to the Associate Superintendent no longer than 48 hours after receiving the information. Failure to make the report to the Associate Superintendent as prescribed may result in disciplinary or other appropriate action against the teacher, administrator, official, volunteer, or other school employee.~~

~~(As required by NRS 432B.220, in situations where there is reasonable cause to believe that a child has been abused or neglected, a school administrator, teacher, librarian, or counselor must report this to child welfare services or a law enforcement agency within 24 hours).~~

## **Investigation**

~~The District shall promptly investigate all complaints or allegations of sexual misconduct. It will keep all investigations confidential to the extent possible. The district will release information obtained only to those individuals who are necessarily involved in the investigation and the~~

~~administration of the complaint, or as required by law. The District will inform the individual filing the complaint, as well as the individual against whom the complaint was made, or the final determination. All employees and students questioned as part of an investigation will be told and expected to refrain from discussing the matter with anyone except agency or legal representatives.~~

~~The initial investigation will be conducted by a qualified and objective school official not named in the complaint or by an outside investigator. The investigator will act with due regard for the rights of all individuals and, in particular, to ensure any rights or students to have their parent(s)/guardian(s) present during questioning. If the initial investigation indicates that a criminal act may have occurred, the investigator shall immediately notify the Superintendent who will in turn immediately report the matter to the law enforcement agency having jurisdiction.~~

~~The District treats all complaints or allegations of sexual misconduct seriously and expects all employees and students to be candid and truthful during the investigation process. If credible evidence indicates that a participant in the investigation has made intentionally false or malicious statements, the District will discipline or take other appropriate action against that participant.~~

### **District Action**

~~Upon determination that a violation of this policy has occurred, the District will provide written notice of the results of the investigation to the complainant and the person accused of the violation. If warranted, the District will also initiate appropriate remedial and/or disciplinary action consistent with the findings of the report and the requirements of applicable collective bargaining agreements, district policy, and state and federal law.~~

### **Reprisal**

~~The District will not tolerate any form of retaliation toward any person who reports alleged sexual misconduct in good faith, assists another in filing a complaint, or provides truthful statements during an investigation.~~

~~The District will discipline or take other appropriate action against any student, school personnel, volunteers, administrators, or officials for threatening, intimidating, or interfering with the educational or school-related extracurricular opportunities or any person who complains of sexual misconduct, or reports sexual misconduct, or who testifies or participates in a proceeding, investigation, or hearing related to a complaint of sexual misconduct.~~

~~Any student who believes s/he is being retaliated or discriminated against in any manner whatsoever as a result of having filed a complaint, provided information, testified, or participated in a proceeding, investigation, or hearing related to a complaint of sexual misconduct or provided advice and/or assistance to one who filed a complaint should immediately notify the Superintendent or the Principal who shall take appropriate timely action to review and resolve the allegation.~~

## **Training**

~~All District employees, volunteers, officials, and administrators will participate in an initial training session and in periodic training updates on the prevention of sexual misconduct, will be given a copy of the District's policy, and will sign an acknowledgement of receipt of such policy. The District will provide all new employees with a copy of this policy and afford employees an opportunity to discuss the contents during orientation.~~

## **Dissemination of Policy**

~~The District will make this policy available to parents or guardians and all students, as appropriate, during annual registration. The District will also publish the policy in student handbooks, and post the policy in the District administrative offices and in school offices. At least annually, the District will publicize this policy to parents and guardians.~~

~~Policy #JM  
Adopted 9/10/02~~

**Lyon County School District  
Board Memo**

**Date:** August 25, 2020  
**To:** Board of School Trustees  
**From:** Wayne Workman, Superintendent  
**Re:** LCSD Policy revisions to GBBC Prohibited Conduct: Employee Bullying, Harassment, Intimidation and Discrimination

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**Recommendation**

That the Board of Trustees approves the revision of LCSD Policy GBBC Prohibited Conduct: Employee Bullying, Harassment, Intimidation and Discrimination as a first reading.

**Background Information**

Staff is recommending revisions to this policy to include a special provision for violations of Title IX. If the alleged discrimination falls under Title IX, then Policy AB should be followed in order to comply with federal requirements. This revision to policy GBBC makes a specific reference to policy AB. It also specifies how to communicate with the Title IX Coordinator which is a federal requirement.

**Budget Considerations**

None

**Discussed at Previous Meeting**

N/A

**Attachment(s)**

Policy GBBC Prohibited Conduct: Employee Bullying, Harassment, Intimidation and Discrimination

*Respectfully Submitted,*

*Wayne Workman, Superintendent*

*PROHIBITED CONDUCT:  
EMPLOYEE BULLYING, HARASSMENT, INTIMIDATION AND DISCRIMINATION*

The District is committed to a safe and respectful learning and work environment free from bullying, cyber-bullying, harassment, intimidation and discrimination. This policy applies to all persons involved in the operation of the District and prohibits bullying, harassment, discrimination, and retaliation by any member of the Board of Trustees, any employee of the District, including supervisors and coworkers, volunteers, customers or clients of the District, and any vendor or other service provider with whom the District has a business relationship. The District will not tolerate instances of bullying, harassment, discrimination, or retaliation whether or not such behavior meets the threshold of prohibited conduct/behavior(s). While single incidents of alleged harassment, discrimination, or retaliation may not be sufficiently severe or pervasive to rise to the level of being a violation of the law, the District nevertheless prohibits such conduct/behavior(s) and may impose appropriate disciplinary action against any employee engaging in such.

If the alleged bullying, cyber-bullying or harassment could constitute sexual harassment under Title IX, the AB policy and administrative regulations apply rather than the GBBC policy and administrative regulations.<sup>1</sup> Because the school district must respond with specific steps whenever any employee has notice of sexual harassment under Title IX, all school employees are required to report possible incidents of sexual harassment directly to the District's Title IX Coordinator, as soon as practicable, but not later than a time during the same day on which the employee became aware of an incident of sexual harassment, including allegations of sexual harassment. Reports by school district employees must be made by in person, by telephone, and/or by email to the school district's Title IX Coordinator as follows:

Director of Human Resources  
Lyon County School District  
25 E. Goldfield Avenue  
Yerington, NV 89447  
(775)463-6800  
dhuckaby@lyoncsd.org

The school district's Title IX Coordinator will assist the employee to determine whether the allegation could constitute sexual harassment under Title IX, in which case Board Policy AB will be followed rather than Board Policy GBBC.

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<sup>1</sup> Sexual harassment is defined under the federal Title IX regulations as conduct on the basis of sex that satisfies one or more of the following:

- a. A school employee conditioning the provision of an aid, benefit, or service of the school district on an individual's participation in unwelcome sexual conduct (i.e., *quid pro quo*); or
- b. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the school district's education program or activity; or
- c. Sexual assault as defined in the federal Clery Act, or dating violence, domestic violence, or stalking as defined in the federal Violence Against Women Act.

It is the intent of this policy that all persons in the school district are entitled to maintain their own beliefs and to disagree respectfully without resorting to violence, bullying, cyber-bullying, harassment, intimidation and/or discrimination. This policy does not advocate nor require the acceptance of differing beliefs in a manner that would inhibit the freedom of expression, but does require that all persons with differing beliefs be free from bullying, harassment and abuse.

The superintendent and staff shall use all reasonable means to inform employees, volunteers and parents/guardians that the District will not tolerate bullying, cyber-bullying, harassment, discrimination, or intimidation. The superintendent will provide for the appropriate training of all personnel employed by this District, volunteers and parents/guardians.

The District prohibits retaliation against any employee or volunteer because he or she has made a report of prohibited conduct in accordance with this policy or because he or she has testified, assisted, or participated in the investigation of such a report. Such retaliation is a violation of this policy and the District will take disciplinary action when appropriate.

Legal Reference: NRS 200.571

Policy #GBBC

Revised ~~12/18/18~~

8/25/20

*PROHIBITED CONDUCT: EMPLOYEE BULLYING, HARASSMENT, INTIMIDATION AND  
DISCRIMINATION – ADMINISTRATIVE REGULATIONS*

1. Equal Employment Opportunity Officer Designated

The primary responsibility for ensuring fair employment practices for the District are promoted and adhered to is assigned to the District's designated Equal Employment Opportunity (EEO) Officer. The District's designated EEO Officer will also serve as the Americans with Disabilities Act (ADA) Coordinator, unless otherwise noted, and as such, also has responsibility for coordinating the District's compliance with federal and state disability laws. The designated EEO Officer for District is the Director of Human Resources. The name and work telephone number of the individual designated will be posted on bulletin boards at District work sites.

2. Implementation of Policy

The District will not tolerate instances of bullying, harassment, discrimination, or retaliation whether or not such behavior meets the threshold of prohibited conduct/behavior(s).

3. Definitions:

Bullying: repeated mistreatment of one or more persons by one or more perpetrators that takes one of the following forms: Verbal abuse; Offensive conduct/behaviors (including nonverbal, physical, and cyber-bullying) which are threatening, humiliating, or intimidating, or work interferences, such as sabotage, which prevents work from getting done.

Harassment: unwanted conduct/behavior(s) harasses, disrupts, or interferes with another's work performance or that creates an intimidating, offensive, or hostile environment based on that person's race, color, religion, age, gender, pregnancy, sexual orientation, national origin, ancestry, disability, veteran status, domestic partnership, genetic information, gender identity or expression, political affiliation, or membership in the Nevada National Guard, or any other class that becomes protected by federal and/or state law.

Discrimination: Distinguishing treatment of an individual based on their actual or perceived membership in a certain group or category, in a way that explicitly or implicitly affects an individual's employment, prevents or denies equal access to programs or benefits; unreasonably interferes with an individual's work performance; or creates an intimidating, hostile or offensive educational or work environment.

4. Purpose

The purpose of this policy is to communicate to all employees, including supervisors and managers, that the District will not tolerate any form of bullying, harassment, or discrimination, including any conduct/behavior(s) on the part of employees, volunteers, clients, customers, vendors, contractors, etc., that impairs an employee's ability to perform his/her duties. Employees found in violation of this policy may be subject to disciplinary action, up to and including termination.

5. Prohibited Conduct/ Behavior(s)

Examples of prohibited conduct/behavior(s) include, but are not limited to:

- a. Verbal: Offensive verbal communication including slurs, jokes, epithets, derogatory comments, degrading or suggestive words or comments, unwanted sexual advances, invitations, slandering, ridiculing or maligning an employee or his/her family; persistent name calling which is hurtful, insulting, or humiliating; yelling, screaming, and cursing; chronic teasing; belittling opinions or constant criticism.
- b. Physical: Unwanted physical contact including brushing up against someone in an offensive manner, unwanted touching, impeding or blocking normal movement, pushing, shoving, kicking, poking, tripping, assault or threat of physical assault, damage to an employee's work area or property.
- c. Nonverbal: Offensive gestures, expressions, and graphics including leering, obscene hand, finger, or body gestures, offensive drawings, derogatory posters, photographs, or cartoons, displaying sexually suggestive objects or pictures, threatening gestures or glances which convey threatening messages; threatening actions; socially or physically excluding or disregarding a person in a work-related activity.
- d. Online/Digital: Any unwanted digital communication that is offensive or threatening in manner, including repeatedly tormenting, threatening, harassing, humiliating, embarrassing, or otherwise targeting an employee using email, instant messaging, text messaging, social media, or any other type of digital technology.
- e. Workplace Interference: Sabotaging which prevents work from getting done; deliberately tampering with a person's work area or property; unreasonably assigning menial tasks outside of a person's normal job duties.
- f. Expectations, requests, demands, or pressure for sexual favors.
- g. Harassment: Unwelcome conduct that is based on race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability or genetic information.
- h. Harassment becomes unlawful where 1) enduring the offensive conduct becomes a condition of continued employment, or 2) the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive. Anti-discrimination laws also prohibit harassment against individuals in retaliation for filing a discrimination charge, testifying, or participating in any way in an investigation, proceeding, or lawsuit under these laws; or opposing employment practices that they reasonably believe discriminate against individuals, in violation of these laws.
- i. Petty slights, annoyances, and isolated incidents (unless extremely serious) will not rise to the level of illegality. To be unlawful, the conduct must create a work environment that would be intimidating, hostile, or offensive to reasonable people.
- j. Offensive conduct may include, but is not limited to, offensive jokes, slurs, epithets or name-calling, physical assaults or threats, intimidation, ridicule or mockery, insults or put-downs, offensive objects or pictures, and interference with work performance.

Harassment can occur in a variety of circumstances, including, but not limited to, the following:

1. The harasser can be the victim's supervisor, a supervisor in another area, an agent of the employer, a co-worker, or a non-employee.

2. The victim does not have to be the person harassed, but can be anyone affected by the offensive conduct.
3. Unlawful harassment may occur without economic injury to, or discharge of, the victim.
4. Sexual Harassment: Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when submission to or rejection of this conduct explicitly or implicitly affects an individual's ability to receive an education, unreasonably interferes with an individual's educational performance or creates an intimidating, hostile or offensive educational environment. The term sexual harassment includes sexual violence under Title IX.
5. Intimidation: Intentional behavior that would cause an ordinary person to fear harm or injury.

#### Other Definitions

Protected Classes: Race, color, national origin or ethnic group identification, marital status, ancestry, sex, sexual orientation, gender identity or expression, genetic information, religion, age, mental or physical disability, military or veteran's status.

"Disability" means, with respect to a person: 1) a physical or mental impairment that substantially limits one or more of the major life activities of the person, including, without limitation, the human immunodeficiency virus; 2) a record of such an impairment; or 3) being regarded as having such an impairment.

"Gender identity or expression" means a gender-related identity, appearance, expression or behavior of a person, regardless of the person's assigned sex at birth.

"Sexual orientation" means having or being perceived as having an orientation for heterosexuality, homosexuality or bisexuality.

An "adverse employment action" has been defined in the Ninth Circuit Court of Appeals as "any adverse treatment that is based on a retaliatory motive and is reasonably likely to deter the charging party [an employee] from engaging in protected activity." *Ray v. Henderson*, 217 F.3d 1234, 1242-43 (9th Cir. 2000) Examples of adverse employment actions include termination of employment, demotion evidenced by a decrease in wage or salary, a less distinguished title, a material loss of benefits or diminished responsibilities. Not every disagreeable workplace action constitutes retaliation; rather, retaliation must produce an injury or harm. *Aki v. Univ. of California Lawrence Berkeley Nat'l Lab.*, 74 F. Supp. 3d 1163, 1181 (N.D. Cal. 2014) (citations and quotations omitted.)

#### Dealing with Allegations of Prohibited Conduct/Behavior(s)

##### Process (See Policy GL: Staff Complaints)

Employees or applicants who believe they are being subjected to any form of prohibited conduct/behavior(s) as described in this policy/regulation by another (e.g., employee, student, parent, volunteer, vendor, contractor of the District), as well as those who believe they have witnessed another employee, volunteer, customer, or member of the public being subjected to prohibited behavior have an affirmative duty to bring the situation to the attention of the administrator/supervisor. Employees covered by a collective bargaining agreement may opt to use the process described in this policy/regulation or in

an applicable grievance procedure delineated by their collective bargaining agreement, but may not use both.

**SPECIAL NOTE REGARDING SEXUAL HARASSMENT UNDER TITLE IX:**

**If the alleged bullying, cyber-bullying, or harassment could constitute sexual harassment under Title IX, the AB policy and administrative regulations apply rather than the GBBC policy and administrative regulations.<sup>2</sup> Because the school district must respond with specific steps whenever any employee has notice of sexual harassment under Title IX, all school employees are required to report possible incidents of sexual harassment to the District's Title IX Coordinator, as soon as practicable, but not later than a time during the same day on which the employee became aware of sexual harassment, including allegations of sexual harassment. Reports by school district employees must be made by in person, by telephone, and/or by email to the school district's Title IX Coordinator as follows:**

Director of Human Resources  
Lyon County School District  
25 E. Goldfield Avenue  
Yerington, NV 89447  
(775)463-6800  
dhuckaby@lyoncsd.org

The school district's Title IX Coordinator will assist the employee to determine whether the allegation could constitute sexual harassment under Title IX, in which case Board Policy AB will be followed rather than Board Policy GBBC.

#### Employee Responsibilities

Employees who believe they personally are being or have been subjected to prohibited conduct/behavior(s) and/or are the target of any form of prohibited conduct/behavior(s), or have witnessed any other employee being subjected to these behaviors should immediately:

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<sup>2</sup> Sexual harassment is defined under the federal Title IX regulations as conduct on the basis of sex that satisfies one or more of the following:

- a. A school employee conditioning the provision of an aid, benefit, or service of the school district on an individual's participation in unwelcome sexual conduct (i.e., *quid pro quo*); or
- b. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the school district's education program or activity; or
- c. Sexual assault as defined in the federal Clery Act, or dating violence, domestic violence, or stalking as defined in the federal Violence Against Women Act.

- 1) Identify the offensive behavior to the alleged offender and request that the behavior cease.

Note: An employee is NOT required to talk directly to the alleged offender or to the employee's supervisor. It is critical, however, that the employee contact one of the individuals listed in sections 2 or 3 below if s/he believes s/he is being targeted or has witnessed what the employee believes to be prohibited conduct/behavior(s) directed to or committed by another employee(s), client(s), customer(s), vendor(s), volunteer(s), contractor(s), etc.

- 2) If the employee feels uncomfortable in speaking directly to the alleged offender or if the employee requested the prohibited conduct/behavior(s) to cease, but the request did not produce the results desired, the employee should report the prohibited conduct/behavior(s) as soon as possible to any administrator or manager/supervisor, District's designated EEO Officer, or to the HR Representative.

- 3) Employees who believe the EEO Officer has engaged in prohibited conduct/behavior(s) should bring such concerns to the attention of the Superintendent or designee. The Superintendent will designate an objective person to conduct an investigation of such allegations.

- 4) An employee who witnesses or obtains information regarding prohibited conduct/behavior(s) by his/her immediate supervisor is required to report the incident to the administrator, EEO Officer, or HR Representative.

- 5) Applicants who have concern regarding violations of this policy are encouraged to contact the designated EEO Officer or the alternate.

#### Administrator/Supervisor Responsibilities

Regardless of whether the employee involved is in the administrator's or manager's/supervisor's department and regardless of how s/he became aware of the alleged prohibited conduct/behavior(s), all administrators or managers/supervisors must immediately report all allegations, complaints or observations of such prohibited conduct/behavior(s) to the EEO Officer. The information reported must include:

- 1) The persons(s) involved, including all witnesses.
- 2) A written record of specific conversations held with the accused and any witnesses.
- 3) All pertinent facts, including date(s), time(s), and locations(s).

An administrator's or manager's/supervisor's failure to immediately report such activities, complaints, or allegations will result in discipline, up to and an administrator/supervisor is required to report this information to the District's EEO Officer, or the Director of Human Resources immediately including possible termination.

#### Investigation

Upon being made aware of allegations or complaints of prohibited conduct/behavior(s), the District will ensure that such allegations or complaints are investigated within three (3) days. The District treats all allegations or complaints seriously and requires all employees to be candid and truthful during the investigation process.

The District will make efforts to ensure that all investigations are kept as confidential as reasonably possible. Employees will be requested to refrain from discussing the subject content with others, particularly while the investigation is in progress. Employees shall be required, upon request, to provide

information to regulatory agencies. The District will release information obtained only to those individuals involved in the investigation and the administration of the complaint with a business need-to-know, or as required by law.

The District will communicate to the individual who made the initial complaint, as well as the individual against whom the complaint was made, that the investigation is completed and appropriate action, if any, has been taken.

If evidence arises that a participant in the investigation made intentionally false statements, that employee will be disciplined, up to and including possible termination.

If it is determined that a violation of this policy/regulation has occurred, the District will take corrective action against the violator commensurate with the severity of the offense. Such corrective action may include, but is not limited to, counseling, verbal warning, written reprimand, pay reduction, transfer, demotion, suspension without pay, or termination. The District will also initiate action to deter any future prohibited conduct/behavior(s) from occurring.

With regard to disability-related complaints, the EEO Officer shall propose a resolution to the complaint based upon the findings of such investigation. Such resolution will include reasonable accommodation when the District determines that such a reasonable accommodation can be provided.

Upon being made aware of allegations or complaints of bullying, the District will ensure that such allegations or complaints are investigated where deemed necessary.

The District will make efforts to ensure that all investigations are kept as confidential as reasonably possible. The District will release information obtained only to those individuals with need-to-know business or involved in the investigation and the administration of the complaint, or as required by law.

The individual who made the initial complaint, as well as the individual against whom the complaint was made, will be made aware that the investigation is completed and appropriate action, if any, has been taken.

If it is determined that bullying, harassment, intimidation or discrimination has occurred, the District will take appropriate action. The District will also initiate action to deter any future prohibited conduct/behavior(s) from occurring.

#### Training

The District will provide training to all employees on the prevention of discrimination and prohibited conduct/behavior(s) in the workplace. The District will provide new employees a copy of this policy/regulation upon hire and discuss the contents during the new hire orientation process. New employees will participate in training on the prevention of discrimination and prohibited conduct/behavior(s). A copy of this policy/regulation will be made available to applicants upon request.

#### Prohibition Against Retaliation

Retaliation is an adverse employment action against the employee based upon a protected activity, i.e. Filing a complaint or being a witness in an investigation. The District will not tolerate any retaliation by management or by any other employee against an employee who exercises his/her rights under this policy. The District will not tolerate any retaliation by administrators/supervisors or coworkers against an employee who exercises his/her rights under this policy. Any employee who believes s/he has been retaliated or discriminated against in any manner whatsoever as a result of having filed a complaint, assisted another employee in filing a complaint, or participated in an investigative process should notify the EEO Officer or the

Director of Human Resources immediately. The District will promptly investigate and deal appropriately with any allegation of retaliation.

**Lyon County School District  
Board Memo**

**Date:** August 25, 2020  
**To:** Board of School Trustees  
**From:** Wayne Workman, Superintendent  
**Re:** LCSD Policy revisions to GL Staff Complaints

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**Recommendation**

That the Board of Trustees approves the revision of LCSD Policy GL Staff Complaints as a first reading.

**Background Information**

Staff is recommending revisions to this policy to include a special provision for violations of Title IX. If the alleged discrimination falls under Title IX, then Policy AB should be followed in order to comply with federal requirements. This revision of policy GL makes a specific reference to policy AB. It also specifies how to communicate with the Title IX Coordinator which is a federal requirement.

**Budget Considerations**

None

**Discussed at Previous Meeting**

December 18, 2018

**Attachment(s)**

Policy GL Staff Complaints

*Respectfully Submitted,*

*Wayne Workman, Superintendent*

**STAFF COMPLAINTS: DEALING WITH ALLEGATIONS OF  
PROHIBITED CONDUCT/BEHAVIOR(S)**

The Lyon County School District is committed to providing a safe and respectful learning and working environment that is free from bullying, cyber-bullying, harassment, sexual harassment intimidation and discrimination for all staff. Through the District's staff complaint resolution process detailed in the following policy, employees shall have a method to resolve concerns and complaints.

Below are the governing documents related to the process for LCSD staff to file a complaint:

- GBBC: Employee Bullying
- GBB: Fair Employment Practices
- GBBJ: Code of Ethical Standards
- [AA: Equal Educational Opportunity; Equal Employment Opportunity; Nondiscrimination](#)
- [AB: Nondiscrimination on the Basis of Sex under Title IX](#)
- ~~AB: Non-Discrimination Based on Sex Under Title IX~~
- Applicable negotiated agreements

This policy for complaints does not prohibit the processing of grievances by an employee bargaining representative and/or a member of a bargaining unit pursuant to grievance procedures established at the District level by an applicable collective bargaining agreement (“CBA”).

Policy #GL  
Adopted 12/18/2018  
[Revised 8/25/20](#)

ADMINISTRATIVE REGULATION - COMPLAINT PROCESS

This procedure outlines the process for the prompt and equitable response to complaints from staff regarding allegations of prohibited conduct/behavior(s) including, but not limited to, bullying, harassment, sexual harassment, intimidation, discrimination and/or retaliation against a staff member in the Lyon County School District.

1. Employee Responsibilities

Employees who believe they personally are being or have been subjected to prohibited conduct/behavior(s) and/or are the target of any form of prohibited conduct/behavior(s), or have witnessed any other employee being subjected to these behaviors should immediately:

Identify the offensive behavior to the alleged offender and request that the behavior cease.

Note: An employee is NOT required to talk directly to the alleged offender or to the employee's supervisor. It is critical, however, that the employee contact one of the individuals listed in sections 2 or 3 below if s/he believes s/he is being targeted or has witnessed what the employee believes to be prohibited conduct/behavior(s) directed to or committed by another employee(s), client(s), customer(s), vendor(s), volunteer(s), contractor(s), etc.

If the employee feels uncomfortable in speaking directly to the alleged offender or if the employee requested the prohibited conduct/behavior(s) to cease, but the request did not produce the results desired, the employee should report the prohibited conduct/behavior(s) as soon as possible to any administrator or manager/supervisor or District's designated EEO Officer

An employee who witnesses or obtains information regarding prohibited conduct/behavior(s) by his/her immediate supervisor is required to report the incident to the administrator, EEO Officer. Applicants who have concern regarding violations of this policy are encouraged to contact the designated EEO Officer or the alternate.

**SPECIAL NOTE REGARDING SEXUAL HARASSMENT UNDER TITLE IX:**

If the alleged bullying or harassment or sexual harassment could constitute sexual harassment under Title IX, the AB policy and administrative regulations apply rather than the GL policy and administrative regulations.<sup>1</sup> Because the school

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<sup>1</sup> Sexual harassment is defined under the federal Title IX regulations as conduct on the basis of sex that satisfies one or more of the following:

- a. A school employee conditioning the provision of an aid, benefit, or service of the school district on an individual's participation in unwelcome sexual conduct (i.e., *quid pro quo*); or
- b. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the school district's education program or activity; or
- c. Sexual assault as defined in the federal Civil Rights Act, or dating violence, domestic violence, or stalking as defined in the federal Violence Against Women Act.

**LYON COUNTY SCHOOL DISTRICT  
BOARD POLICY**

**GL**

district must respond with specific steps whenever any employee has notice of sexual harassment under Title IX, all school employees are required to report possible incidents of sexual harassment involving students directly to the District's Title IX Coordinator, as soon as practicable, but not later than a time during the same day on which the employee became aware of sexual harassment, including allegations of sexual harassment. Reports by school district employees must be made by in person, by telephone, and/or by email to the school district's Title IX Coordinator as follows:

Director of Human Resources  
Lyon County School District  
25 E. Goldfield Avenue  
Yerington, NV 89447  
(775)463-6800  
dhuckaby@lyoncsd.org

The school district's Title IX Coordinator will assist the employee to determine whether the allegation could constitute sexual harassment under Title IX, in which case Board Policy AB will be followed rather than Board Policy GL.

**2. Administrator/Supervisor Responsibilities**

Regardless of whether the employee involved is in the administrator's or manager's/supervisor's department and regardless of how s/he became aware of the alleged prohibited conduct/behavior(s), all administrators or managers/supervisors must immediately report all allegations, complaints or observations of such prohibited conduct/behavior(s) to the EEO Officer. The information reported must include:

- 1) The persons(s) involved, including all witnesses.
- 2) A written record of specific conversations held with the accused and any witnesses.
- 3) All pertinent facts, including date(s), time(s), and locations(s).

An administrator's or manager's/supervisor's failure to immediately report such activities, complaints, or allegations will result in discipline, up to and including possible termination.

3. Investigation

Upon being made aware of allegations or complaints of prohibited conduct/behavior(s), the District will ensure that such an investigation of the allegations or complaints will be investigated within three (3) days. The District treats all allegations or complaints seriously and requires all employees to be candid and truthful during the investigation process.

The District will make efforts to ensure that all investigations are kept as confidential as reasonably possible. Employees will be requested to refrain from discussing the subject content with others, particularly while the investigation is in progress. Employees shall be required, upon request, to provide information to regulatory agencies. The District will release information obtained only to those individuals involved in the investigation and the administration of the complaint with a business need-to-know, or as required by law.

The District will communicate to the individual who made the initial complaint, as well as the individual against whom the complaint was made, that the investigation is completed and appropriate action, if any, has been taken.

If evidence arises that a participant in the investigation made intentionally false statements, that employee will be disciplined, up to and including possible termination.

If it is determined that a violation of this policy/regulation has occurred, the District will take corrective action against the violator commensurate with the severity of the offense. Such corrective action may include, but is not limited to, counseling, verbal warning, written reprimand, pay reduction, transfer, demotion, suspension without pay, or termination. The District will also initiate action to deter any future prohibited conduct/behavior(s) from occurring.

With regard to disability-related complaints, the EEO Officer shall propose a resolution to the complaint based upon the findings of such investigation. Such resolution will include reasonable accommodation when the District determines that such a reasonable accommodation can be provided.

The Department of Human Resources oversees the complaint process for staff bullying, harassment and discrimination matters falling under Board Policy GBBC: Employee Bullying, Board Policy GBB: Fair Employment Practices and state and federal laws and regulations including Title II of the Americans with Disabilities Act of 1990, Title VI of the Civil Rights Act of 1963, Title VII of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, and the Age Discrimination Act of 1975. The Director of Human Resources is the Title IX Coordinator for the District.

**Filing a Complaint**

Complaints should be filed with the lowest level administrator/supervisor who is not involved in the alleged bullying, harassment and/or discrimination and has the authority to remedy the alleged issues or filed with the Department of Human Resources.

If an administrator/supervisor is aware or made aware of actions that may amount to bullying, harassment and/or discrimination, the administrator may request a written complaint from the alleged victim or proceed with an investigation without a written complaint. If there is no written complaint, the administrator will file a report, which will serve as the complaint for purposes of the investigation.

If the complaint is not filed with the appropriate administrator, the person receiving the complaint shall note the date and time the complaint form was received and immediately forward the complaint form to the Director of Human Resources. The Director of Human Resources will then be responsible for forwarding the complaint to the appropriate administrator as soon as possible, as practical.

Formal complaints should be submitted on the Staff Complaint form. When reporting an incident, it is helpful to provide as much information as possible, including the following:

1. A description of the event(s)
2. The number of occurrences, with dates and places
3. The names of any witnesses
4. Any documents or other exhibits, if appropriate
5. Relief Requested

Once a complaint is received by the appropriate first level administrator, a confidential investigation shall begin promptly once received by the appropriate administrator, unless unusual circumstance prevent the investigation from being started. Administrators/supervisors shall coordinate and timely report investigative findings to the Director of Human Resources. Additionally, the district may report individuals in violation of this policy to law enforcement officials. Licensed staff may be reported to the Nevada Department of Education.

### **Retaliation**

It is a violation of the Policy to retaliate against any individual filing a complaint. Any staff member who believes they are experiencing retaliation because they filed a complaint should file a separate complaint regarding the alleged retaliation.

### **Complaint Review**

Upon receiving a complaint of alleged bullying, harassment and/or discrimination, the administrator shall take any immediate necessary action to ensure the safety and well-being of the complainant(s) or other employee(s) that have alleged harm.

### **Investigation Process**

The District will endeavor to complete an investigation into bullying, harassment or discrimination as quickly as possible after the administrator receives the complaint. During the investigation, interviews will be conducted and statements shall be taken from the involved individuals, to include any witnesses. Written statements are preferred, when possible. The parties will have an opportunity to submit evidence and a list of witnesses. A written report of the findings and conclusions of the investigation shall be completed that includes a summary of the facts and the evidence considered. Investigation notes are considered work product and are kept confidential as permitted by law.

### **Appeals**

Any complainant who is not satisfied with the resolution of a complaint may appeal that decision in writing within 10 business days of notification of the resolution addressed to Human Resources based on one or more of the following grounds:

1. Procedural error that significantly impacted the outcome of the investigation.
2. To consider new evidence which was unknown or unavailable during the original investigation and that could substantially impact the original findings or sanction. The

appeal must include a summary of new evidence, why it was unavailable at the time of the investigation and its potential impact.

An appeal will be assigned to a District administrator (“Appeal Review Officer”) who did not conduct the underlying investigation. The Appeal Review Officer assignment will be made by the Director of Human Resources, depending on the nature of the complaint.

Acknowledgement of receipt of appeal will be sent to the appealing party. Before considering the appeal, the Appeal Review Officer will determine whether the appeal is timely and raises one or more of the permissible grounds for appeal listed above. If the written appeal is not timely or does not raise one or more of the permissible grounds for appeal, the Appeal Review Officer will notify the appealing party in writing that the appeal is denied and the basis for the denial.

A decision on an appeal will be based on the following:

Unless there is a request to consider new evidence as grounds for an appeal, the Appeal Review Officer will limit his or her review to the investigation record and process.

- The Appeal Review Officer will decide whether to grant or deny the appeal based on the specific grounds for appeal.
- The Appeal Review Officer may also remand the matter back to the original investigator to consider new evidence.
- The Appeal Review Officer will respond to the appealing party with a written decision of the appeal.

### **Confidentiality**

An investigation will be kept in strictest confidence, where practical, for the protection of all parties involved. The District’s obligation to investigate, provide a safe environment and take corrective action may supersede an individual’s right of privacy.

Pending the completion of the investigation, however, the District may take any action necessary to protect the safety and well-being of its students, employees and property.

### **Sanctions**

Consistent with the requirements of applicable state law, District policies and administrative regulations and/or collective bargaining agreements, the District may take such action as deemed necessary and appropriate after the completion of the investigation. The complainant(s) will be notified in writing of the investigation findings. However, if the individual(s) who were found to be engaged in prohibited behavior are disciplined, the complainant(s) will only be advised that the District is taking appropriate steps to ensure that the prohibited behaviors will not re-occur.

Nothing in this procedure is intended to prohibit discipline or remedial action for inappropriate behaviors that do not rise to the level of bullying, harassment or intimidation herein, but which are or may be prohibited by other District rules.

A substantiated charge against an employee of the District may subject the employee to disciplinary action in accordance with any the requirements of applicable state law, District policies and administrative regulations and/or collective bargaining agreements.

### **False Accusations**

Persons knowingly bringing false accusations<sup>3891</sup> will be held responsible for their actions, and may be subject to disciplinary action in accordance with the requirements of applicable state law, District policies and administrative regulations and/or collective bargaining agreements.

**Remediation**

Individuals found to be subjected to harassment or discrimination will be provided support services available from the District to help deal with the effects.

**Where To Go for Help**

Employees may contact any of the following individuals or offices for guidance, information, or resolution of a sexual harassment issue:

- Supervisor, principal, or director
- Department of Human Resources

**Other Sources of Assistance**

Additional avenues available to staff members for filing a complaint include:

U.S. Equal Employment Opportunity Commission (“EEOC”) and/or Nevada Equal Rights Commission (“NERC”).

- A staff member is required to exhaust the administrative process with the District, prior to filing a complaint with the EEOC or NERC.

The Nevada State Department of Education

U.S. Department of Education Office for Civil Rights, Regional Office

Any court of competent jurisdiction



# STAFF COMPLAINT FORM REGARDING WORKPLACE BULLYING, HARASSMENT OR DISCRIMINATION

Lyon County School District (“District” or “LCSD” has developed this Complaint Form and Staff Complaint Process for the prompt and equitable response to complaints from District staff regarding allegations that the District or other staff member bullied, harassed or discriminated against any person with respect to the person’s compensation, terms, conditions, or privileges of employment because of the person’s age, disability, equal pay, genetic information, gender identity or expression, national origin, pregnancy, race, religion, retaliation, sex, sexual harassment or sexual orientation in compliance with LCSD Board Policies GBBC: Employee Bullying, GBB: Fair Employment Practices, GBBJ: Code of Ethical Standards, AB: Non-Discrimination Title IX, and applicable negotiated agreements. The complaint process shall remain confidential to the fullest extent allowed by law.

### Complainant Information

Name:			
Address:		City	State ZIP
Home/Cell Phone:	Work Phone:	Email:	
School or Work Location/Department:			Occupation:

This complaint alleges Bullying\_\_\_\_; or  
Harassment/Discrimination on the basis of (check all that apply):

- Age     Disability     Genetic Information     Gender Identity or Expression     Equal Pay  
 National Origin     Pregnancy     Race     Religion     Retaliation     Sex  
 Sexual Harassment     Sexual Orientation

### Subject of Complaint:

Name:
Occupation (if known):
School or Work Location/Department (if known):

### Complaint:

Incident(s) occurred or began on or about (date):	Time of Occurrence (approximate is acceptable):
Place of Occurrence (description of area or address. Example: “Room N-99, Anytown High School):	
Time and Place that you addressed complaint with supervisor, or reason for not addressing complaint with supervisor:	
Description of Incident (Please attach additional information as necessary.):	

Relief Requested or Proposed Resolution:
--

**Please attach any and all related documents you believe are material and relevant to support your complaint allegations.**

**Possible Witnesses:**

Name:	Contact Information (if known):
School or Work Location/Department (if known):	Occupation (if known):
Information witness may have:	

Name:	Contact Information (if known):
School or Work Location/Department (if known):	Occupation (if known):
Information witness may have:	

Name:	Contact Information (if known):
School or Work Location/Department (if known):	Occupation (if known):
Information witness may have:	

Name:	Contact Information (if known):
School or Work Location/Department (if known):	Occupation (if known):
Information witness may have:	

\_\_\_\_\_  
Signature of Complainant

\_\_\_\_\_  
Date

<b>***To Be Completed by Human Resources***</b>	
Date Received: _____	Assigned To: _____

**Lyon County School District  
Board Memo**

**Date:** August 25, 2020  
**To:** Board of School Trustees  
**From:** Wayne Workman, Superintendent  
**Re:** LCSD Policy revisions to GBB Fair Employment Practices

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**Recommendation**

That the Board of Trustees approves the revision of LCSD Policy GBB Fair Employment Practices as a first reading.

**Background Information**

Staff is recommending revisions to this policy to include a special provision for violations of Title IX. If the alleged discrimination falls under Title IX, then Policy AB should be followed in order to comply with federal requirements. This revision to policy GBB makes a specific reference to policy AB. It also specifies how to communicate with the Title IX Coordinator which is a federal requirement.

**Budget Considerations**

None

**Discussed at Previous Meeting**

N/A

**Attachment(s)**

Policy GBB Fair Employment Practices

*Respectfully Submitted,*

*Wayne Workman, Superintendent*

*FAIR EMPLOYMENT PRACTICES*

The Lyon County School District recognizes the fundamental rights of applicants and employees to be assessed on the basis of merit. Recognition of seniority and current employment with the District may also be considered. Therefore, it is the policy of the District to provide equal employment opportunity for all applicants and employees. The District does not sanction or tolerate discrimination in any form on the basis of race, color, religion, age, gender, pregnancy, sexual orientation, national origin, ancestry, disability, veteran status, domestic partnership, genetic information, gender identity or expression, political affiliation, or membership in the Nevada National Guard.

If the alleged discrimination could constitute sexual harassment under Title IX, the AB policy and administrative regulations apply rather than the GBB policy and administrative regulations.<sup>1</sup> Because the school district must respond with specific steps whenever any employee has notice of sexual harassment under Title IX, all school employees are required to report possible incidents of sexual harassment directly to the District's Title IX Coordinator, as soon as practicable, but not later than a time during the same day on which the employee became aware of an incident of sexual harassment, including allegations of sexual harassment. Reports by school district employees must be made by in person, by telephone, and/or by email to the school district's Title IX Coordinator as follows:

Director of Human Resources  
Lyon County School District  
25 E. Goldfield Avenue  
Yerington, NV 89447  
(775)463-6800  
dhuckaby@lyoncsd.org

The school district's Title IX Coordinator will assist the employee to determine whether the allegation could constitute sexual harassment under Title IX, in which case Board Policy AB will be followed rather than Board Policy GBB.

The District will:

- Recruit, hire, train, and promote for all job classifications without regard to race, color, religion, age, gender, pregnancy, sexual orientation, national origin, ancestry, disability, veteran status, domestic partnership, genetic information, gender identity or expression,

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<sup>1</sup> Sexual harassment is defined under the federal Title IX regulations as conduct on the basis of sex that satisfies one or more of the following:

- A school employee conditioning the provision of an aid, benefit, or service of the school district on an individual's participation in unwelcome sexual conduct (i.e., *quid pro quo*); or
- Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the school district's education program or activity; or
- Sexual assault as defined in the federal Clergy Act, or dating violence, domestic violence, or stalking as defined in the federal Violence Against Women Act.

political affiliation, or membership in the Nevada National Guard, as well as to ensure that all compensation, benefits, transfers, layoffs, return from layoffs, District-sponsored training, social, and recreation programs will be administered in conformance with the District's policy.

- Comply with all applicable laws prohibiting discrimination in employment including Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Equal Employment Opportunity Act of 1972, the Immigration Reform and Control Act of 1986, the Americans with Disabilities Act, as amended, the Genetic Information Nondiscrimination Act of 2008, the applicable Nevada Revised Statutes on Equal Employment Opportunity (NRS 613), Nevada Revised Statutes regarding National Guard service (NRS 412.139/.1395), and any other applicable federal, state, and local statutory provisions.
- Provide reasonable accommodation wherever the need for such is known by the District and/or the applicant or employee indicates a need for such reasonable accommodation, provided that the individual is otherwise qualified to perform the essential functions of the assigned job and the employee's performance of the assigned job duties does not pose a threat to the safety of him/herself or others.
- Hold all administrators or managers/supervisors responsible for ensuring that personnel policies, guidelines, practices, procedures, and activities are in compliance with federal and state fair employment practices, statutes, rules, and regulations.

Legal Reference(s):

NRS 613

Title IX of the Education Amendments of 1972, 20 USC 1681-1683

Title IX federal regulations, 34 CFR Part 106

Policy #GBB  
Revised ~~11/24/15~~  
8/25/20

## *FAIR EMPLOYMENT PRACTICES – ADMINISTRATIVE REGULATIONS*

This policy applies to all persons involved in the operation of the District and prohibits harassment or discrimination by any employee, including supervisors and coworkers, customers or clients of the District, and any vendor or other service provider with whom the District has a business relationship. The District will not tolerate instances of harassment or discrimination, whether or not such behavior meets the threshold of unlawful conduct. While single incidents of alleged harassment or discrimination may not be sufficiently severe or pervasive to rise to the level of being a violation of the law, the District nevertheless prohibits such conduct and may impose appropriate disciplinary action against any employee engaging in such.

If the alleged harassment or discrimination constitute sexual harassment under Title IX, the AB policy and administrative regulations apply rather than the GBB policy and administrative regulations.<sup>2</sup> Because the school district must respond with specific steps whenever any employee has notice of sexual harassment under Title IX, all school employees are required to report possible incidents of sexual harassment directly to the District’s Title IX Coordinator, as soon as practicable, but not later than a time during the same day on which the employee became aware of an incident of sexual harassment, including allegations of sexual harassment. Reports by school district employees must be made by in person, by telephone, and/or by email to the school district’s Title IX Coordinator as follows:

Director of Human Resources  
Lyon County School District  
25 E. Goldfield Avenue  
Yerington, NV 89447  
(775)463-6800  
dhuckaby@lyoncsd.org

The school district’s Title IX Coordinator will assist the employee to determine whether the allegation could constitute sexual harassment under Title IX, in which case Board Policy AB will be followed rather than Board Policy GBB.

## **EQUAL EMPLOYMENT OPPORTUNITY**

The primary responsibility for ensuring fair employment practices for the District are promoted and adhered to is assigned to the District’s designated Equal Employment Opportunity (EEO) Officer. The District’s designated EEO Officer will also serve as the Americans with Disabilities Act (ADA) Coordinator, unless otherwise noted, and as such, also has responsibility for coordinating the District’s compliance with federal and state disabilities laws. The designated EEO Officer for the District is the Benefits,

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<sup>2</sup> Sexual harassment is defined under the federal Title IX regulations as conduct on the basis of sex that satisfies one or more of the following:

- d. A school employee conditioning the provision of an aid, benefit, or service of the school district on an individual’s participation in unwelcome sexual conduct (i.e., *quid pro quo*); or
- e. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the school district’s education program or activity; or
- f. Sexual assault as defined in the federal Cler<sup>396</sup> Act, or dating violence, domestic violence, or stalking as defined in the federal Violence Against Women Act.

Risk, and Safety Manager. The name and work telephone number of the individual designated will be posted on bulletin boards at District work sites. In the event the designated EEO Officer is unavailable, the Human Resource Director is designated as the alternative EEO Officer.

## **UNLAWFUL HARRASSMENT**

Unlawful harassment is considered a form of discrimination and is defined as any conduct directed toward another because of that person's race, color, religion, age, gender, pregnancy, sexual orientation, national origin, ancestry, disability, veteran status, domestic partnership, genetic information, gender identity or expression, political affiliation, or membership in the Nevada National Guard or any other basis that is inappropriate or offensive as determined by using a reasonable person standard. The "reasonable person" standard considers whether a reasonable person would find the behavior or conduct in question offensive.

The District will not tolerate any form of unlawful harassment, including any behavior on the part of employees, clients, customers, vendors, etc., that impairs an employee's ability to perform his/her duties. Examples of unlawful harassment include, but are not limited to:

- Verbal conduct such as epithets, derogatory comments, slurs, or unwanted sexual advances, invitations, or sexually degrading or suggestive words or comments made in person, in writing, via the telephone or electronic means.
- Visual conduct such as derogatory posters, notices, email, photography, cartoons, drawings, leering, making sexual gestures, or displaying sexually suggestive objects or pictures.
- Physical conduct, such as unwanted touching, impeding or blocking normal movement, or interfering with work or movement.
- Threats or demands, either direct or veiled, to submit to sexual requests in order to keep a job or avoid some job-related loss, and offers of job benefits in return for sexual favors.
- Retaliation for opposing, reporting, or threatening to report harassment; assisting another employee in filing an unlawful harassment complaint; or for participating in a harassment investigation, proceeding, or hearing.

### Employee Rights & Responsibilities

Employees or applicants who believe they are being discriminated against or subjected to any form of unlawful harassment by another (e.g., employee, student, parent, volunteer, vendor, contractor of the District) because of their race, color, religion, age, gender, pregnancy, sexual orientation, national origin, ancestry, disability, veteran status, domestic partnership, genetic information, gender identity or expression, political affiliation, or membership in the Nevada National Guard as well as those who believe they have witnessed another employee, client, or member of the public being subjected to discrimination and/or harassing behavior, have an affirmative duty to bring the situation to the attention of the District. Employees covered by a collective bargaining agreement may opt to use the process described in this policy or in an applicable grievance procedure delineated in an applicable collective bargaining agreement. Upon hire, employees will be provided a copy of this policy, as well as the opportunity to discuss the policy during the new hire orientation process. In addition, a copy of this policy will be made available to applicants upon request.

Employees who believe they personally are being or have been subjected to discriminatory

action and/or are the target of any form of unlawful harassment or have witnessed any other employee being subjected to discrimination or harassment should immediately

- Identify the offensive behavior to the alleged harasser and request that the harasser cease the conduct.

**Note:** An employee is NOT required to talk directly to the harasser or to his/her supervisor. It is critical, however, that the employee contact one of the individuals listed below if s/he believes s/he is being harassed or has witnessed what the employee believes to be harassment directed to or committed by another employee(s).

- If the employee feels uncomfortable in speaking directly to the alleged harasser or if the employee requested the harassing behavior to cease, but the request did not produce the results desired, the employee should report the conduct as soon as possible to an administrator or manager/supervisor or to the District's designated EEO Officer.
- Employees who believe the EEO Officer has engaged in discriminatory or harassing conduct should bring such concerns to the attention of the Human Resources Director. The Human Resources Director will designate an objective person to conduct an investigation of such allegations. Employees may also report the conduct to the Superintendent or the District's attorney.
- Applicants are encouraged to contact the designated EEO Officer or the alternate.

### Administrator/Supervisors Rights & Responsibilities

Regardless of whether the employee involved is in the administrator's or manager's/supervisor's department and regardless of how s/he became aware of the alleged discriminatory and/or harassing conduct, all administrators or managers/supervisors must immediately report all allegations, complaints of discrimination, unlawful harassment, or observations of such conduct to the EEO Officer. An administrator's or manager's/supervisor's failure to immediately report such activities, complaints, or allegations will result in discipline, up to and including possible termination.

An administrator or manager/supervisor who receives information about, or is a witness to, any discriminatory or harassing action, communication, or conduct by an employee, vendor, volunteer, parent or member of the public, which violates the District's policies or the law, is required to report this information to the EEO Officer or the Superintendent/designee immediately. The information reported must include:

- The persons(s) involved, including all witnesses.
- A written record of specific conversations held with the accused and any witnesses.
- All pertinent facts, including date(s), time(s), and locations(s).

An administrator or manager/supervisor is required to report this information to his/her immediate administrator or manager/supervisor and may not conduct a formal investigation, release findings, or administer discipline prior to this disclosure and without specific authorization to do so.

## District Responsibilities

Upon being made aware of allegations or complaints of discriminatory conduct and/or unlawful harassment, the District will ensure that such allegations or complaints are investigated promptly. The District treats all allegations or complaints of discrimination or unlawful harassment seriously and expects all employees to be candid and truthful during the investigation process. The District will make efforts to ensure that all investigations are kept as confidential as reasonably possible. Due to the sensitive nature of investigations involving unlawful harassment, employees will be requested to refrain from discussing the subject content with others, particularly while the investigation is in progress. Employees may be required to provide information to regulatory agencies. The District will release information obtained only to those individuals necessarily involved in the investigation and the administration of the complaint or as required by law.

The individual who made the initial complaint, as well as the individual against whom the complaint was made, will be made aware of the final determination by the District.

If evidence arises that a participant in the investigation made intentionally false statements, that employee will be disciplined, up to and including possible termination.

If it is determined that discrimination and/or unlawful harassment has occurred, the District will take remedial action against the perpetrator commensurate with the severity of the offense. Such remedial action may include, but is not limited to, a verbal and/or written reprimand, counseling, transfer, suspension without pay, and/or termination. The District will also initiate action to deter any future discrimination or harassment from occurring.

With regard to disability-related complaints, the EEO Officer (when appropriate, working with the Human Resources Department and/or the complainant) shall propose a resolution to the complaint based upon the findings of such investigation. Such resolution will include reasonable accommodation when the District determines that such a reasonable accommodation can be provided.

## Training

The District will provide periodic training on the prevention of discrimination and unlawful harassment to all employees. The District will provide new employees a copy of this policy upon hire and discuss the contents during the new hire orientation process.

## Retaliation

Retaliation is adverse treatment which occurs because of opposition to unlawful workplace harassment. The District will not tolerate any retaliation by administrators/supervisors or coworkers against an employee who exercises his/her rights under this policy. Any employee who believes s/he has been retaliated or discriminated against in any manner as a result of having filed a complaint, assisted another employee in filing a complaint, or participated in an investigative process should immediately notify the EEO Officer or the alternate. The District will promptly investigate and deal appropriately with any allegation of retaliation.

**Lyon County School District  
Board Memo**

**Date:** August 25, 2020  
**To:** Board of School Trustees  
**From:** Wayne Workman, Superintendent  
**Re:** LCSD Policy revisions to JFCC Safe and Respectful Learning Environment – Anti-bullying

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**Recommendation**

That the Board of Trustees approves the revision of LCSD Policy JFCC Safe and Respectful Learning Environment – Anti-bullying as a first reading.

**Background Information**

Staff is recommending revisions to this policy to include a special provision for violations of Title IX. If the alleged discrimination falls under Title IX, then Policy AB should be followed in order to comply with federal requirements. This revision of policy GL makes a specific reference to policy AB. The revision also includes a reference to staff as mandatory reporters of child abuse and neglect. It also specifies how to communicate with the Title IX Coordinator which is a federal requirement.

**Budget Considerations**

None

**Discussed at Previous Meeting**

January 26, 2018

**Attachment(s)**

Policy JFCC Safe and Respectful Learning Environment – Anti-bullying

*Respectfully Submitted,*

*Wayne Workman, Superintendent*

***SAFE AND RESPECTFUL LEARNING ENVIRONMENT - ANTI-BULLYING***

**Bullying and Cyber-Bullying Is Prohibited in Public Schools**

A member of the school district board of trustees, any employee of the school district, including, without limitation, an administrator, principal, teacher, or other staff member, a member of a club or organization which uses the facilities of any public school, regardless of whether the club or organization has any connection to the school, or any student shall not engage in bullying or cyberbullying on the premises of any public school, at an activity sponsored by a public school, or on any school bus. Every classroom, hallway, locker room cafeteria, restroom, gymnasium, playground, athletic field, school bus, parking lot and other areas on the premises of a public school in the school district must be maintained as a safe and respectful learning environment, and no form of bullying or cyber-bullying will be tolerated within the school district.

The Lyon County School District is committed to providing a safe and respectful learning environment in which students of differing beliefs, races, colors, national origins, ancestries, religions, gender identities or expressions, sexual orientation, physical or mental disabilities sexes or any other distinguishing characteristics, and or backgrounds can realize their full academic and personal potential. It is the intent of this policy to ensure that all administrators, principals, teachers, and other personnel of the school district demonstrate appropriate and professional behavior on the premises of any public school by treating students, including, without limitation, students, with civility and respect and by refusing to tolerate bullying and cyber-bullying, and by taking immediate action to protect a victim or target of bullying or cyber-bullying when witnessing, overhearing or being notified that bullying or cyber-bullying is occurring or has occurred. Any teacher, administrator, principal coach or other staff member or student who tolerates or engages in an act of bullying or cyber-bullying or violates a provision of state law requiring a response to bullying or cyber-bullying will be held accountable.

If the alleged bullying or cyber-bullying based on sex could constitute sexual harassment under Title IX, the AB policy and administrative regulations apply rather than the JFCC policy and administrative regulations.<sup>1</sup> Because the school district must respond with specific steps whenever any employee has notice of sexual harassment under Title IX, all school employees are required to report possible incidents of sexual harassment involving students directly to the District's Title

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<sup>1</sup> Sexual harassment is defined under the federal Title IX regulations as conduct on the basis of sex that satisfies one or more of the following:

- a. A school employee conditioning the provision of an aid, benefit, or service of the school district on an individual's participation in unwelcome sexual conduct (i.e., *quid pro quo*); or
- b. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the school district's education program or activity; or
- c. Sexual assault as defined in the federal Clery Act, or dating violence, domestic violence, or stalking as defined in the federal Violence Against Women Act.

IX Coordinator, as soon as practicable, but not later than a time during the same day on which the employee became aware of an incident of sexual harassment, including allegations of sexual harassment. Reports by school district employees must be made by in person, by telephone, and/or by email to the school district's Title IX Coordinator as follows:

Director of Human Resources  
Lyon County School District  
25 E. Goldfield Avenue  
Yerington, NV 89447  
(775)463-6800  
dhuckaby@lyoncsd.org

The school district's Title IX Coordinator will assist the employee, in consultation with the school principal if the employee is not the principal, to determine whether the allegation could constitute sexual harassment under Title IX, in which case Board Policy AB will be followed rather than Board Policy JFCC.

If an employee or volunteer has reasonable cause to believe that **sexual misconduct toward students by an employee or volunteer** arises to abuse or neglect under NRS 432B and/or NRS 392.275 *et seq.*, such misconduct will be reported to law enforcement officials **and** Child Protective Service agency personnel in accordance with the procedures set forth in Board policies and regulations concerning mandatory reporting. These procedures are addressed in Board Policy JHG.

It is the further intent of this policy to ensure that the quality of instruction is not negatively impacted by poor attitudes or interactions among administrators, principals, teachers or other personnel of a school district. The Lyon County School District affirms that all students in its public schools are entitled to maintain their own beliefs and to respectfully disagree without resorting to bullying, cyber-bullying or violence.

The school district will provide for the appropriate training of all administrators, principals, teachers, and all other personnel employed by the school district as required by law and as more specifically set forth in administrative regulations implementing this policy.

Policy #JFCC  
Revised ~~6/26/18~~ 8/25/20

Legal Reference(s): NRS 200.900, 385A.070, 388.121 to 388.145

*SAFE AND RESPECTFUL LEARNING ENVIRONMENT - ANTI-BULLYING*

*ADMINISTRATIVE REGULATIONS*

I. Bullying and Cyber-Bullying Is Prohibited in Public Schools

A. A member of the school district board of trustees, any employee of the school district, including, without limitation, an administrator, principal, teacher, or other staff member, a member of a club or organization which uses the facilities of any public school, regardless of whether the club or organization has any connection to the school, or any student shall not engage in bullying or cyber-bullying on the premises of any public school, at an activity sponsored by a public school, or on any school bus.

B. **Definitions:**

1. **“Bullying”** means written, verbal or electronic expressions or physical acts or gestures, or any combination thereof, that are directed at a student or group of students, or a single severe and willful act or expression that is directed at a student or group of students, and:
  - a. Have the effect of:
    - i. Physically harming a student or damaging the property of a students; or
    - ii. Placing a student in reasonable fear of physical harm to the student or damage to the property of the student; or
  - b. Interfere with the rights of a student by:
    - i. Creating an intimidating or hostile educational environment for the student; or
    - ii. Substantially interfering with the academic performance of a student or the ability of the student to participate in or benefit from services, activities or privileges provided by a school; or
  - c. Are acts or conduct described in paragraph (a) or (b) and are based upon the:
    - i. Actual or perceived race, color, national origin, ancestry, religion, gender identity or expression, sexual orientation, physical or mental disability of a student, sex or any other distinguishing characteristic or background of a student; or
    - ii. Association of a student with another student having one or more of those actual or perceived characteristics.

The term includes, without limitation:

- a. Repeated or pervasive taunting, name-calling, belittling, mocking or use of put-downs or demeaning humor regarding the actual or perceived race, color, national origin, ancestry, religion, gender identity or expression, sexual orientation, physical or mental disability of a student, sex or any other distinguishing characteristic or background of a student;

- b. Behavior that is intended to harm another student by damaging or manipulating his or her relationships with others by conduct that includes, without limitations, spreading false rumors;
  - c. Repeated or pervasive nonverbal threats or intimidation such as the use of aggressive, menacing or disrespectful gestures;
  - d. Threats of harm to a student, to his or her possessions or to other students, whether such threats are transmitted verbally, electronically or in writing;
  - e. Blackmail, extortion or demands for protection money or involuntary loans or donations;
  - f. Blocking access to any property or facility of a school;
  - g. Stalking; and
  - h. Physically harmful contact with or injury to another student or his or her property.
2. **“Cyber-bullying”** means bullying through the use of electronic communication. The term includes the use of electronic communication to transmit or distribute a sexual image of a minor. As used in this policy, “sexual image” has the meaning ascribed to it in NRS 200.737.
3. **“Electronic communication”** means the communication of any written, verbal or pictorial information through the use of an electronic device, including, without limitation, a telephone, a cellular phone, a computer or any similar means of communication.

## II. **Policies and Training Established by the Nevada Department of Education; Standards Adopted by the Nevada Council to Establish Academic Standards**

- A. NRS 388.133 requires that the Nevada Department of Education prescribe by regulation a policy (1) setting forth requirements and methods for reporting violations of the prohibition on bullying and cyber-bullying, including, without limitation, violations among teachers and violations between teachers and administrators, principals and other personnel of a school district; and (2) for use by school districts to train members of the board of trustees and all administrators, principals, teachers and all other personnel employed by the board of trustees of the school district. The policy must include provisions for training in the topics listed below under “Professional Development.” Upon issuance of the state regulations prescribing a policy, the school district board of trustees will adopt the policy, and the school district will provide the training and comply with other requirements set forth in NRS 388.134.
- B. NRS 388.1342 requires that the Nevada Department of Education establish programs of training as follows:

1. Methods to prevent, identify and report incidents of bullying and cyber-bullying for members of the boards of trustees of school districts.
2. Training to assist school district personnel to assist those persons with carrying out their powers and duties under the Safe and Respectful Learning Environments statutes.
3. Training for administrators in the prevention of violence and suicide associated with bullying and cyber-bullying and appropriate methods to respond to incidents of violence or suicide.

Upon establishment of these programs of training, the school district will complete the programs of training in accordance with the timelines and other requirements set forth under NRS 388.1342.

C. NRS 388.134 requires that the school district board of trustees adopt the policy prescribed by the Council to Establish Academic Standards for the ethical, safe and secure use of computers and other electronic devices (NRS 389.520.2). The standard adopted by the Council for “Digital Citizenship” requires that students understand human, cultural, and societal issues related to technology and practice legal and ethical behavior. The school district adopts that standard and the strands for education in computer education and technology which require that students:

1. Advocate and practice safe, legal, and responsible use of information and technology;
2. Exhibit a positive attitude toward using technology that supports collaboration, learning, and productivity;
3. Demonstrate personal responsibility for lifelong learning; and
4. Exhibit leadership for digital citizenship.

The complete set of Nevada Computer and Technology Standards are available online at [http://www.doe.nv.gov/APAC\\_Computer\\_Technology/](http://www.doe.nv.gov/APAC_Computer_Technology/). These standards include indicators for how the strands are applied within specific grade bands in Nevada.

### **III. Notice that Bullying and Cyber-Bullying Is Prohibited in Public Schools**

As required by NRS 388.139, the school district will include LCSD Board Policy JFCC and the text of the provisions of NRS 388.121 to 388.145, inclusive, and sections 2, 3 and 4 of Senate Bill 504 (2015 Nevada Legislative Session), within each copy of the rules of behavior for students that the school district provides to students under the heading “Bullying and Cyber-Bullying Is Prohibited in Public Schools.” The school district will also post LCSD Board Policy JFCC on its internet website. Upon the request of a parent or legal guardian, the school district will provide a parent or legal guardian with a written copy of LCSD Board Policy JFCC.

#### IV. Requirements and Methods for Reporting Violations; Investigations

##### Reporting Violations:

A. Any student who believes that he or she has been a victim of bullying or cyber-bullying by a member of school district board of trustees, any employee of the school district, including, without limitation, an administrator, principal, teacher, or other staff member, a member of a club or organization which uses the facilities of any public school, regardless of whether the club or organization has any connection to the school, or any student is encouraged and instructed to adhere to the following reporting mechanism:

1. **Students.** School district students who are targets of bullying or cyber-bullying and students who have first-hand knowledge of such bullying or cyber-bullying should report any incident(s) to a teacher, counselor, or school administrator.
2. **Employees.** A teacher, administrator, principal, coach or other staff member who witnesses a violation of the prohibition on bullying and cyber-bullying, or receives information that a violation has occurred (including overhearing, or receiving a report, formal or informal, written or oral, of bullying or cyber-bullying) must report the violation to the principal or designee as soon as practicable, but not later than a time during the same day on which the teacher, administrator, principal, coach or other staff member witnessed the violation or received information regarding the occurrence of a violation.

##### **SPECIAL NOTE REGARDING SEXUAL HARASSMENT UNDER TITLE IX:**

**If the alleged bullying or cyber-bullying based on sex could constitute sexual harassment under Title IX, the AB policy and administrative regulations apply rather than the JFCC policy and administrative regulations.<sup>2</sup> Because the school district must respond with specific steps whenever any employee has notice of sexual harassment under Title IX, all school employees are required to report possible incidents of sexual harassment involving students directly to the District's Title IX Coordinator, as soon as practicable, but not later than a time during the same day on which the employee became aware of sexual**

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<sup>2</sup> Sexual harassment is defined under the federal Title IX regulations as conduct on the basis of sex that satisfies one or more of the following:

- d. A school employee conditioning the provision of an aid, benefit, or service of the school district on an individual's participation in unwelcome sexual conduct (i.e., *quid pro quo*); or
- e. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the school district's education program or activity; or
- f. Sexual assault as defined in the federal Clery Act, or dating violence, domestic violence, or stalking as defined in the federal Violence Against Women Act.

harassment, including allegations of sexual harassment. Reports by school district employees must be made by in person, by telephone, and/or by email to the school district's Title IX Coordinator as follows:

Director of Human Resources  
Lyon County School District  
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The school district's Title IX Coordinator will assist the employee, in consultation with the school principal if the employee is not the principal, to determine whether the allegation could constitute sexual harassment under Title IX, in which case Board Policy AB will be followed rather than Board Policy JFCC.

**School Principal/Designee Investigations:**

The principal or designee upon receiving a report of bullying or cyber-bullying will immediately take any necessary action to stop the bullying or cyber-bullying and ensure the safety and well-being of the reported victim or victims, and shall begin an investigation into the report.

- A. The principal or designee must notify all parents or guardians of all students directly involved (either as reported aggressor(s) or as reported victim(s)) in the reported bullying or cyber-bullying through telephone, electronic mail or other electronic means, or in person. The notification must include a statement that an investigation will be conducted and include counseling or intervention services that are available at the school, as well as provide a list of community resources. If the contact information for the parent or guardian of a student in the school records is not correct a good faith effort to notify the parent or guardian shall be deemed sufficient to meet the notification requirement. The principal or designee must document all such efforts.
- B. The notification must be provided not later than:
  1. 6 p.m. on the day on which the bullying or cyber-bullying is reported, if the bullying or cyber-bullying is reported before the end of school hours on a school day; or
  2. 6 p.m. on the school day following the day on which the bullying or cyberbullying is reported, if the bullying or cyber-bullying was reported on a day that is not a school day or after school hours on a school day.
- C. The investigation must be completed within 2 school days after the principal or designee receives a report of bullying or cyber-bullying. If the principal or designee is

- not able to complete the required interviews with students (reported aggressor(s) and victim(s)) or their parents or guardians, because any of the students are not available, 1 additional day may be used to complete the investigation.
1. Interviews must be conducted with all students (reported aggressor(s) and victim(s)) whose parents or guardians must be notified, and with all such parents or guardians.
  2. The principal or designee shall not take any action that may cause harm to the reported victim, require the reported victim to change classrooms or isolate the reported victim from his or her peers. The principal or designee shall, to the extent practicable, talk privately and discreetly about the violation with the reported victim, without bringing undue attention to the reported victim.
- D. The principal or designee must complete a written report of the findings and conclusions of the investigation. If a violation is found to have occurred, the report must include recommendations concerning the imposition of restorative disciplinary action or other measures to be imposed as a result of the violation, in accordance with LCSD Board Policy JG. The principal or designee will assist the reported aggressor to see the harm that his or her actions have caused, identify strategies to repair that harm and direct the aggressor to not engage in bullying or cyber-bullying in the future. A copy of the report must be provided to the parent or guardian of the aggressor with all other involved students' personally identifiable information omitted. Subject to the provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA) and its implementing regulations, the report must be made available within 24 hours after the completion of the written report to all parents or guardians who were required to be notified (i.e., parents of the reported aggressor(s) and victim(s)). If a violation is found *not* to have occurred, information concerning the incident must not be included in the record of the reported aggressor.
- E. The principal or his/her designee shall develop and carry out a written safety plan to support the physical and emotional well-being of the reported victim and the reported aggressor which is designed to ensure that the reported victim and the reported aggressor are not further harmed by the bullying or cyber-bullying, including, without limitation, by allowing the reported victim to make up any test or homework assignment that he or she missed or failed to submit as a result of the bullying or cyber-bullying.
- F. Within 24 hours after completing the report the principal or designee shall provide the parent or guardian of the reported aggressor a copy of the written report that does not contain the personally identifiable information of any other pupil.
- G. The principal or designee will notify the parent or guardian of any other pupil directly involved in the incident of the outcome of the investigation and make available upon request to any such parent or guardian a copy of the report that does not contain the

- personally identifiable information of any pupil other than the pupil to whose parent or guardian the report is provided.
- H. Not later than 10 school days after receiving a report of bullying or cyber-bullying, the principal or designee shall meet with each reported victim of the bullying or cyberbullying to inquire about the well-being of the reported victim and to ensure that the reported bullying or cyber-bullying is not continuing.
  - I. If a violation of NRS 388.135 is found to have occurred, the parent or guardian of a student who is a victim of bullying or cyber-bullying may request a variance to another school in LCSD. The variance will be approved initially, and all requirements under LCSD JECBB Variance Policy will apply.
  - J. If a law enforcement agency is investigating a potential crime involving an alleged violation of bullying or cyberbullying, the administrator may, after notifying the parent or guardian of the alleged incident, defer the school investigation until the completion of the criminal investigation by the law enforcement agency. If the school investigation is deferred, the administrator will immediately develop a plan to protect the safety of each student directly involved in the alleged violation of bullying or cyberbullying.
  - K. If the administrator determines that the bullying or cyber bullying was caused by the disability of the student, the provisions of NRS 388.1351 (e.g. reporting, investigation, notification, written report, follow-up with victim, etc.) do not apply if the behavior or similar behavior is addressed in the student's individualized education program. The administrator will take necessary measures to protect the safety of the victim.
  - L. The provisions of NRS 388.1351 (e.g. reporting, investigation, notification, written report, follow-up with victim, etc.) do not apply to prekindergarten students if the behavior is addressed through measures intended to modify the behavior of the student, an employee of LCSD or other adults.
  - M. The principal/designee will report the number of bullying events reported, the number of bullying reports confirmed and the number of bullying reports not confirmed by logging all events into the student information system (Infinite Campus). The superintendent or designee will report this information by school each quarter to the Office for a Safe and Respectful Learning Environment. This report will be shared annually with the Board of Trustees no later than July 31st.

**No Interfering with or Preventing Disclosure of Information:**

Members of the school district board of trustees and school district employees are prohibited from directly or indirectly interfering with or preventing the disclosure of information concerning bullying or cyber-bullying violations.

**Appeal of Disciplinary Decision:**

The parent or legal guardian of a student involved in the reported violation may request a meeting with the principal to discuss the investigation process and/or disciplinary measures imposed within 10 school days of notification. Should the parent/guardian be dissatisfied with the outcome of the meeting, the investigation process and/or the disciplinary measures imposed they may appeal the decision(s) of the principal to the deputy superintendent no later than 10 school days following the meeting with the principal. The deputy superintendent will meet with the dissatisfied parent(s)/guardian(s) and the principal of the school within 15 school days to examine the evidence of the case. The deputy superintendent will render his/her decision in writing to the parent(s)/guardian(s) and principal within 10 school days following the meeting. Not later than 30 days after receiving a response from the deputy superintendent, the parent or guardian may submit a complaint to the Nevada Department of Education, and the Department shall consider and respond to the complaint pursuant to procedures and standards prescribed in regulations adopted by the Department.

**Immunity for Reporting Violations; Disciplinary Action for Certain Students:**

No cause of action may be brought against a student or an employee or volunteer of a school who reports a violation of the prohibition on bullying and cyber-bullying, unless the student who made the report acted with malice, intentional misconduct, gross negligence, or intentional or knowing violation of the law.

If a principal determines that a report of a violation is false and that the student who made the report acted with malice, intentional misconduct, gross negligence, or intentional or knowing violation of the law, the principal may recommend the imposition of disciplinary action or other measures against the student in accordance with the policy governing disciplinary action adopted by the school district board of trustees.

**School District Policy for Employees to Report Violations to Law Enforcement:**

The school district board of trustees, in conjunction with local law enforcement agencies that have jurisdiction over the school district and with school police, if applicable, will establish a separate policy for the procedures which must be followed by an employee of the school district when reporting a violation of the prohibition on bullying and cyberbullying to a school police officer or local law enforcement.

**V. Professional Development**

The school district superintendent will provide for the appropriate training of all administrators, principals, teachers and all other personnel employed by the school district in accordance with this policy, including training on the following topics:

- A. Training in the appropriate methods to facilitate positive human relations among students by eliminating the use of bullying and cyber-bullying so that students may realize their full academic and personal potential.
- B. Training in methods to prevent, identify, and report incidents of bullying and cyberbullying.
- C. Training concerning the needs of students with diverse gender identities or expressions.
- D. Training concerning the needs of students with disabilities and students with autism spectrum disorder.
- E. Methods to promote a positive learning environment.
- D. Methods to improve the school environment in a manner that will facilitate positive human relations among students.
- E. Methods to teach skills to students so that the students are able to replace inappropriate behavior with positive behavior.

**VI. School Safety Team**

- A. The principal or designee must establish a school safety team to develop, foster and maintain a school environment, which is free from bullying and cyber-bullying.
- B. The principal or designee will conduct investigations of violations of the prohibition on bullying and cyber-bullying occurring at the school.
- C. The principal or designee will collaborate with the school district board of trustees and school safety team to prevent, identify and address reported violations of the prohibition on bullying and cyber-bullying at the school.
- D. The School Safety Teams must consist of the principal or designee (committee chair) and the following persons appointed by the principal:
  - 1. School counselor;
  - 2. At least one teacher at the school;

3. At least one parent or guardian of a student enrolled in the school; and
4. Any other persons appointed by the principal.

**E. The School Safety Team will:**

1. Meet at least two times each year;
2. Identify and address patterns of bullying or cyber-bullying;
3. Review and strengthen school policies to prevent and address bullying or cyberbullying;
4. Provide information to school personnel, students, and parents and legal guardians of students enrolled in the school on methods to address bullying and cyberbullying; and
5. To the extent money is available, participate in any training conducted by the school district regarding bullying and cyber-bullying.

**VII. Week of Respect**

The school board of trustees will determine the most effective manner for the delivery of information to public school students during the “Week of Respect” proclaimed by the Governor each year. The information delivered during the “Week of Respect” will focus on:

- A. Methods to prevent, identify and report incidents of bullying and cyber-bullying;
- B. Methods to improve the school environment in a manner that will facilitate positive human relations among students; and
- C. Methods to facilitate positive human relations among students by eliminating the use of bullying and cyber-bullying.

**VIII. Writ of Mandamus to Compel Compliance with Law**

A parent or guardian may petition a court of competent jurisdiction for a writ of mandamus to compel the performance of any duty imposed by the provision of Nevada anti-bullying laws, at NRS 388.121 to 388.145, inclusive, and Senate Bill 504 (2015 Nevada Legislative Session), sections 2, 3, and 4.

**IX. Employee Bullying or Cyber-Bullying (also see LCSD Policy GBBC – Employee Bullying)**

Allegations of bullying or cyber-bullying among teachers or between teachers and administrators, principals, or other school employees must be reported and will be investigated in accordance with school district policies, regulations, administrative procedures; any applicable collective bargaining agreement; and other applicable laws.

Complaints against an employee by students or parents or guardians must be investigated and addressed by the District in accordance with school district policies, regulations, administrative procedures, applicable collective bargaining agreements, and other applicable laws. Appeals may be filed at the Nevada Department of Education, Office of Safe and Respectful Learning Environment.

**X. Failure to Report Violations**

If an administrator, principal or the designee of an administrator or principal of a school knowingly and willfully fails to comply with the provisions of NRS 388.1351 concerning obligations for reporting violations, investigating, preparing reports, and related matters, the superintendent shall take disciplinary action against the employee by written admonishment, demotion, suspension, dismissal or refusal to reemploy. If the employee is the holder of a license issued pursuant to NRS Chapter 391, the superintendent may recommend to the board of trustees that the board submit a recommendation to the State Board for the suspension or revocation of the employee's license.

The District may discipline other licensed employees with a suspension, demotion, dismissal or non-reemployment without prior admonition if they knowingly and willfully fail to comply with the provisions of NRS 388.1351. An intentional failure to report a bullying violation shall constitute a knowing and willful failure to comply with the provisions of NRS 388.1351. For negligently failing to report a bullying violation, the District may use progressive discipline but may not immediately demote or dismiss without a prior admonition.

**LCSD WORKSHEET FOR DETERMINING WHETHER BULLYING OR CYBERBULLYING HAS  
OCCURRED**

**NATURE OF REPORTED AGGRESSOR'S MISCONDUCT**

Has the reported victim experienced (1) written, verbal or electronic expressions, or physical acts or gestures, or any combination thereof, or (2) a single severe and willful act or expression?

**Yes**  **No** **DESCRIBE:** \_\_\_\_\_

*(If "Yes" continue to section below, Effect on Reported Victim. If "No" then it is not bullying. Instead, it may be some other disciplinary infraction of LCSD Discipline policy JG or a school rule violation that may need to be addressed.)*

**EXAMPLES** include:

- Repeated or pervasive taunting, name-calling, belittling, mocking or use of put-downs or demeaning humor regarding the actual or perceived race, color, national origin, ancestry, religion, gender identity or expression, sexual orientation, physical or mental disability of a person, sex or any other distinguishing characteristic or background of a person
- Behavior that is intended to harm another person by damaging or manipulating his or her relationships by conduct that includes, without limitation, spreading false rumors
- Repeated or pervasive nonverbal threats or intimidation such as the use of aggressive, menacing, or disrespectful gestures
- Threats of harm to a person, to his or her possessions or to other persons, whether such threats are transmitted verbally, electronically or in writing
- Blackmail, extortion or demands for protection money or involuntary loans or donations;
- Blocking access to any property or facility of a school
- Stalking
- Physically harmful contact with or injury to another person or his or her property

**EFFECT ON REPORTED VICTIM**

1. Has the student been **harmed physically**, or is the student **reasonably afraid** of being harmed physically?

**Yes**  **No**

**DESCRIBE:** \_\_\_\_\_

- Is the conduct based on the actual or perceived race, color, national origin, ancestry, religion, gender identity or expression, sexual orientation, physical or mental disability, sex, any other distinguishing characteristic, or background of the person **OR** is the conduct based on the person's association with another person having one or more of these actual or perceived characteristics?

**Yes**  **No**

**DESCRIBE:** \_\_\_\_\_

If Yes, consider whether district policies and procedures for investigating complaints of discrimination (including harassment) should be followed in addition to state law.

2. Has the student's **property been damaged**, or is the student **reasonably afraid** of having his/her property damaged?

**Yes**  **No**

**DESCRIBE:** \_\_\_\_\_

- Is the conduct based on the actual or perceived race, color, national origin, ancestry, religion, gender identity or expression, sexual orientation, physical or mental disability, sex, any other distinguishing characteristic, or background of the person **OR** is the conduct based on the person's association with another person having one or more of these actual or perceived characteristics?

**Yes**  **No**

**DESCRIBE:** \_\_\_\_\_

If Yes, consider whether district policies and procedures for investigating complaints of discrimination (including harassment) should be followed in addition to state law.

3. Has the student's rights been interfered with because the misconduct has created an **intimidating or hostile educational environment**, including **substantially interfering with the academic performance** of a student or

the ability of the person to **participate in or benefit from services, activities or privileges** provided by the school?

**Yes**     **No**

**DESCRIBE:** \_\_\_\_\_

- Is the conduct based on the actual or perceived race, color, national origin, ancestry, religion, gender identity or expression, sexual orientation, physical or mental disability, sex, any other distinguishing characteristic, or background of the person **OR** is the conduct based on the person's association with another person having one or more of these actual or perceived characteristics?

**Yes**     **No**

**DESCRIBE:** \_\_\_\_\_

If Yes, consider whether district policies and procedures for investigating complaints of discrimination (including harassment) should be followed in addition to state law.

*(If all "No" answers then it is not bullying, but it may be another infraction from LCSD Discipline Policy JG or a school rule violation. If any "Yes" answers, then bullying is confirmed.)*

**Bullying Progressive Discipline**  
**Lyon County School District Elementary Schools †**

A. First Offense\*:

1. 1-5 Days Detention/1-3 Days ISS (in-school suspension), depending on nature and severity of incident.\*
2. Mandatory notification of parents by telephone and/or in writing. Brief social/behavioral intervention to inform student of unacceptable behaviors and alternative behaviors that are socially acceptable. Student must complete an oral or written reflection about his or her behavior and identify acceptable alternatives. B.

Second Offense:

1. 1-3 Days ISS/OSS (in-school or out-of-school suspension), depending on the nature and severity of incident.\*
2. Notification of parents by telephone and/or in writing. Brief social/behavioral intervention to inform student of unacceptable behaviors and alternative behaviors that are socially acceptable. Student must complete an oral or written reflection about his or her behavior and identify acceptable alternatives. C.

1. 4-10 Days ISS/OSS (in-school or out-of-school suspension), depending on the nature and severity of incident.\*\*
2. Notification of parents by telephone and/or in writing. Brief social/behavioral intervention to inform student of unacceptable behaviors and alternative behaviors that are socially acceptable. Student must complete an oral or written reflection about his or her behavior and identify acceptable alternatives. Mandatory parent conference and behavioral contract are required.

\* First Offense is established as a recurring pattern (not necessarily the same victim)

\*\* As required by Lyon County School District policy JG, law enforcement may be contacted, depending on the severity of the infraction.

† These steps are guidelines. Depending on the nature and severity of the infraction, more significant consequences may be warranted. Additionally, school administrators may reduce suspension days for bullying in lieu of counseling services, or other behavior improvement programs.

**Bullying Progressive Discipline  
Lyon County School District Middle/Intermediate Schools †**

**A. First Offense\*:**

1. 3 – 5 Days Lunch Detention or 1-3 Days In-School Suspension (ISS)
  2. Out-of-School Suspension (OSS)
  3. Alternative Placement Education Program (APEP)
- B. Second Offense:**
1. 1-5 Days ISS/APEP/OSS and mandatory completion of bully packet signed by student and parent.
  2. Behavior contract signed by student and parent.
- C. Third Offense:**
1. 5-10 Days ISS/OSS/APEP with parent conference.
  2. Notify LCSO for possible citation; (Possible expulsion depending on severity and previous contracts and/or citations.)

\* First Offense is established as a recurring pattern (not necessarily the same victim)

† These steps are guidelines. Depending on the nature and severity of the infraction, more significant consequences may be warranted. Additionally, school administrators may reduce suspension days for bullying in lieu of counseling services, or other behavior improvement programs.

**Bullying Progressive Discipline  
Lyon County School District High Schools †**

**A. First Offense\*:**

1. 1-3 days APEP/OSS depending severity; Notify parents; Behavior contract where applicable.
- B. Second Offense:**
1. 3-5 days APEP/OSS depending on severity; Notify parents; Behavior contract; Possible notification of LCSO.
- C. Third Offense:**
1. 5-10 days APEP/OSS depending on severity; Notify parents; Notify LCSO for possible citation; (Possible expulsion depending on severity and previous contracts and/or citations.)

\* First Offense is established as a recurring pattern (not necessarily the same victim)

† These steps are guidelines. Depending on the nature and severity of the infraction, more significant consequences may be warranted. Additionally, school administrators may reduce suspension days for bullying in lieu of counseling services, or other behavior improvement programs.

**Lyon County School District  
Board Memo**

**Date:** August 25, 2020  
**To:** Board of School Trustees  
**From:** Wayne Workman, Superintendent  
**Re:** LCSD Policy revisions to GBBE Drug and Alcohol Free Workplace

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**Recommendation**

That the Board of Trustees approves the revision of LCSD Policy GBBE Drug and Alcohol Free Workplace as a first reading.

**Background Information**

Staff is recommending revisions to this policy to comply with the federal Department of Transportation's requirement of use of the Federal Motor Carrier's Safety Administration's (FMCSA) clearinghouse for applicants in safety sensitive positions. The district must obtain the applicant's consent to submit information to the FMCSA. Failure to provide consent will mean the district cannot continue the pre-employment process.

**Budget Considerations**

None

**Discussed at Previous Meeting**

December 15, 2015

**Attachment(s)**

Policy GBBE Drug and Alcohol Free Workplace

*Respectfully Submitted,*

*Wayne Workman, Superintendent*

*DRUG AND ALCOHOL-FREE WORKPLACE*

Lyon County School District recognizes that substance abuse in our nation and our community exacts staggering costs in both human and economic terms. Substance abuse can be reasonably expected to produce impaired job performance, lost productivity, absenteeism, accidents, wasted materials, lowered morale, rising health care costs, and diminished interpersonal relationship skills. This drug-and alcohol-free workplace policy applies to volunteers as well as employees.

The District is committed to maintaining a safe and healthy workplace for all employees and volunteers; assisting employees and volunteers who recognize they have a problem with drugs or alcohol and providing appropriate treatment; periodically providing employees and volunteers with information about the dangers of workplace drug abuse; and, when appropriate, taking disciplinary action for failure to comply with this policy.

The District strictly prohibits the use, sale, attempted sale, manufacture, attempted manufacture, purchase, possession or cultivation, distribution and/or dispensing of illegal drugs by an employee at any time and in any amount. This prohibition includes the use or possession of prescription medicines for which the individual does not have a valid prescription and the inappropriate use of prescribed medicines for which the employee has a valid prescription. The prohibition also includes using over-the-counter medications or consumer products not meant for human consumption contrary to instructions provided by the manufacturer. In addition, the District prohibits employees from possessing open containers of alcoholic beverages while on the District's premises and/or while on duty and from working with a blood alcohol level of .02 or more at any time, or driving an organizational vehicle while on or off duty with a blood alcohol level of .02 or more or under the influence of an illegal drug, regardless of the amount.

Alcohol, illegal drugs, and other substances which may impair the safety or welfare of employees or the public may not be brought onto the premises controlled by the District or placed in vehicles or equipment operated on behalf of the District. Law enforcement personnel performing job-related functions, which require possession and or transportation of such substances, are exempt from this section.

Reference: 49 CFR Part 382 et. seq., DOT (49 CFR Part 40), FMCSR, FMCSA (49 CFR Parts 382, 383, 387, 390-397, and 399)

Policy  
#GBBE Revised  
~~12/15/15~~  
Revised 8/25/20

## *DRUG AND ALCOHOL-FREE WORKPLACE – ADMINISTRATIVE REGULATIONS*

### 1. Reporting Requirements

An administrator or manager/supervisor who receives information or is a witness to any use of drugs or alcohol by an employee which violates the District's policies or the law is required to report this information to the Superintendent/designee immediately. The information reported must include

- The person(s) involved, including all witnesses;
- Any information gathered, such as actual observation of drug/alcohol use, the presence of paraphernalia, observation of any unusual physical signs or behaviors;
- A written record of specific conversations held with the accused and any witnesses;
- All pertinent facts, including date(s), time(s), and location(s).

An administrator or manager/supervisor is required to report this information to the Superintendent/designee and may not conduct a formal investigation, release findings, or administer discipline prior to this disclosure and without specific authorization to do so.

2. An employee who witnesses or obtains information regarding illegal drug/alcohol use by his/her immediate supervisor is required to report the incident to that individual's supervisor.
3. Specimen collection, drug testing procedures, sample collection, and alcohol testing procedures will comply with all applicable provisions of federal and state law.
4. A positive test result for alcohol or drugs will be grounds for disciplinary action, up to and including possible termination.
5. Employees in safety-sensitive positions as defined in 49 CFR Part 382, *et seq.*, are subject to the Federal Department of Transportation (DOT) (49 CFR Part 40) and the Federal Motor Carrier Safety Regulations (FMCSR) as prescribed by the Federal Motor Carrier Safety Administration (FMCSA) (49 CFR Parts 382, 383, 387, 390-397, and 399), as well as the District's Drug and Alcohol-Free Workplace Policy which includes designated safety sensitive positions.
6. Employee Responsibilities
  - a. Each employee is responsible for meeting standards for work performance and safe on-the-job conduct.

- b. Employees shall not report to work under the influence of alcohol, illegal drugs, or misused prescription or over-the-counter drugs.
- c. Employees who suspect they may have a substance abuse problem are encouraged to seek counseling and rehabilitation from a substance abuse professional or other treatment provider. The District's medical insurance policy may provide for payment of some or all of the treatment costs.
- d. It is the responsibility and obligation of employees in safety-sensitive positions to determine, by consulting a health care provider if necessary, whether or not a legal drug s/he is taking may, or will affect his/her ability to safely perform his/her job duties. An employee in a safety-sensitive position whose medication may affect their ability to safely perform their job must contact the Human Resources Director who will attempt to find an appropriate alternative assignment. If none is available, the employee may take sick leave or be placed on a medical leave of absence (if available and the employee otherwise qualifies) or take other steps consistent with the advice of a health care provider. If an employee reports to work under the influence of prescription medication and, as a result, endangers him/her or others, the employee will be disciplined, up to and including termination.
- e. Each employee must report the facts and circumstances of any criminal drug or alcohol conviction that occurred while on duty or which may impact the employee's ability to perform the duties of his/her job. If duties involve driving a vehicle, the employee must report to his/her supervisor a conviction for driving under the influence (DUI) and/or revocation or suspension of the driver's license pending adjudication. Notification to the District must occur before resuming work duties or no later than five (5) days after the conviction or revocation/suspension.
- f. Employees in safety-sensitive positions identified by the District are subject to random drug and alcohol testing as provided in this regulation.
- g. Employees must act as responsible representatives of the District and as law-abiding citizens. It is every employee's responsibility to report violations of the District's policy to his/her immediate Supervisor or to the Director of Human Resources. Such reporting is critical in preventing serious injuries or damage to the District's property.
- h. Employees who are required to submit to a drug/alcohol test must complete and sign the consent form.

#### 7. Superintendent/Designee Responsibilities

The Superintendent/designee is responsible for:

- a. Authorizing the testing of employees,
- b. Coordinating drug and/or alcohol testing,
- c. Requesting completion of the consent form,

- d. Notifying employees of positive test results and their right to a retest of the same sample,
- e. Implementing disciplinary action against employees who fail to comply with provisions outlined in this regulation,
- f. Notifying the District's attorney of an employee's conviction of a federal or state criminal drug or alcohol statute violation,
- g. Ensuring that the drug and/or alcohol test forms and results are kept confidential and only provided to employees with a business need for the information,
- h. Identifying safety-sensitive positions,
- i. Notifying employees in safety-sensitive positions that they are subject to random drug and/or alcohol testing, and
- j. Ensuring notices relative to this regulation and the list of positions designated as safety-sensitive, if any, are prominently displayed at all District facilities housing employees.

#### 8. Administrator or Manager/Supervisor Responsibilities

The Administrator or Manager/Supervisor is responsible for:

- a. Determining if reasonable suspicion exists to warrant drug and/or alcohol testing, and detailing, in writing, the specific facts, symptoms, or observations that are the basis for the reasonable suspicion;
- b. Submitting the documentation to the Superintendent/designee; and
- c. Complying with the appropriate provisions outlined in this regulation that apply to supervisory personnel.

#### 9. District Responsibilities

The District is responsible for:

- a. Providing communication and training on this policy and regulation to include a training program to assist administrators and managers/supervisors to recognize the conduct and behavior that gives rise to a reasonable suspicion of drug and/or alcohol use by employees and how to effectively intervene,
- b. Receiving and maintaining employee drug and alcohol testing records and files from all sources and assuring that they are kept confidential,
- c. Making drug testing and notice forms available,
- d. Notifying appropriate administrators or managers/supervisors of positive results of drug and/or alcohol tests,
- e. Administering the contract with a third party to provide drug and alcohol testing services,

- f. Overseeing the administration of the District's Drug and Alcohol-Free Workplace Policy,
- g. Designating safety-sensitive positions,
- h. Notifying administrators or managers/supervisors of their employees randomly selected for drug and alcohol testing as required by federal and/or state law, and
- i. Ensuring the administration of all pre-employment drug testing for safety sensitive positions.

#### 10. Employee Education

The District maintains information relating to the hazards of and treatment for drug-and alcohol-related problems. Proactive training and information shall be sponsored by the District. Any employee may voluntarily seek advice, information, and assistance. Medical confidentiality will be maintained consistent with this policy.

#### 11. Employee Assistance and Voluntary Referral

The District strongly encourages employees who suspect they have substance abuse problems to voluntarily refer themselves to a treatment program. A voluntary referral is defined as being one that occurs prior to any positive test for illegal drugs or alcohol under the District's policy and prior to any other violation of the policy, including a criminal conviction of that individual for a drug- or alcohol-related offense. A decision to participate in the employee assistance program will not be a protection or defense from discipline.

Any employee who voluntarily requests assistance in dealing with a personal drug and/or alcohol problem may do so through a private treatment program for drug and alcohol problems. An employee who is being treated for substance abuse in a recognized rehabilitation program may, if the Americans with Disabilities Act (ADA) applies, be entitled to reasonable accommodation so long as the employee is conforming to the requirements of the program and is abstaining from the use of controlled substances and/or alcohol.

The employee must agree to release treatment information to the District to permit the monitoring of the employee's ongoing compliance with the treatment recommendation. Any related leave will be considered to be medical leave under the provisions of the Family and Medical Leave Act if the employee is eligible. Employees requiring inpatient treatment are requested to notify the Risk Management Department of the District in advance of the treatment admission. After such accommodation, the discontinuation of any involvement with alcohol or drugs is an essential requisite for continued

employment. Upon completion of a substance abuse program, employees must take and pass a return-to-work test and sign a return-to-work agreement that will include a commitment to follow recommendations given by the treatment provider and other conditions as the District deems appropriate.

The cost of the drug or alcohol rehabilitation or treatment program shall be borne by the employee and/or the employee's insurance provider. All information regarding an employee's participation in treatment will be held in strict confidence. Only information that is necessary for the performance of business will be shared by the District's management.

## 12. Reasonable Suspicion Drug Testing

When any administrator or manager/supervisor has reasonable suspicion that an employee may be under the influence of alcohol or drugs, the employee in question will be directed by the Superintendent/designee or the District's Human Resources Director to submit to drug and/or alcohol testing.

The purpose of reasonable suspicion drug and/or alcohol testing is not to confirm the suspicions of the administrator or manager/supervisor, but rather to rule out drugs and/or alcohol as a cause of the employee's behavior.

The site administrator shall be responsible to determine if reasonable suspicion exists to warrant drug and/or alcohol testing and shall be required to document, in writing, the specific facts, symptoms, or observations which form the basis for such reasonable suspicion. When possible, the documentation will be forwarded to the Superintendent/designee to authorize the drug and/or alcohol test of an employee.

The Superintendent/designee or the District's Human Resources Director shall direct an employee to undergo drug and/or alcohol testing if there is reasonable suspicion that the employee is in violation of the District's policy. The employee will be placed on administrative leave with pay pending results of the test.

Circumstances which constitute a basis for determining reasonable suspicion may include, but are not limited to:

- a. Information provided either by reliable and credible sources or independently corroborated.
- b. The administrator or manager/supervisor or another administrator or manager/supervisor receives information from a reliable and credible source, as

determined by the administrator or manager/supervisor, that an employee is violating the District's policy.

- c. Direct observation of drug or alcohol use.
- d. The administrator or manager/supervisor or another administrator or manager/supervisor directly observes an employee using drugs and/or alcohol while an employee is on duty.
- e. Drug and alcohol paraphernalia possibly used in connection with illicit drugs and alcohol found on the employee's person or at or near the employee's work area.
- f. Evidence that the employee has tampered with a previous drug and/or alcohol test.
- g. The following behaviors will also contribute toward reasonable suspicion and, collectively or independently, on a case-by-case basis, may provide a sufficient reason for requesting a drug and/or alcohol test:
  - A pattern of abnormal or erratic behavior. This includes, but is not limited to a single, unexplainable incident of serious abnormal behavior or a pattern of behavior which is radically different from what is normally displayed by the employee or grossly differing from acceptable behavior in the workplace.
  - Presence of physical symptoms of drug and/or alcohol use.
  - The administrator or manager/supervisor observes physical symptoms that could include, but are not limited to, glassy or bloodshot eyes, slurred speech, poor motor coordination, or slow or poor reflex responses different from what is usually displayed by the employee or generally associated with common ailments such as colds, sinus problems, hay fever, and diabetes.
  - Violent or threatening behavior.

First Incident: If an employee engages in unprovoked, unexplained, aggressive, violent, and/or threatening behavior against any person, the department head may request that the employee submit to drug and/or alcohol testing.

Second Incident: Whether or not an employee has previously received formal counseling or disciplinary action for unprovoked, unexplained, aggressive, violent, or threatening behavior, upon a second or subsequent episode of similar behavior/conduct, the department head will request that the employee undergo drug and/or alcohol testing.

- Absenteeism and/or tardiness.

If an employee has previously received disciplinary action for absenteeism and/or tardiness, a continued poor record that warrants a second or subsequent disciplinary action may, in combination with other relevant behaviors, result in drug and/or alcohol testing.

- h. An employee who is required to submit to reasonable suspicion testing will be immediately provided transportation by the District to the location of the test. The employee will be advised to refrain from eating or drinking before being tested. After the employee submits to the test or if the employee refuses to be tested, the District will provide transportation for the employee to his/her home.

### 13. Post-Accident Testing

Each employee involved in an accident will be tested for drugs and/or alcohol as soon as possible after the accident, but after any necessary emergency medical attention has been provided. Accidents that trigger testing are those that result in:

- a. Death;
- b. Medical treatment other than first-aid treatment;
- c. Loss of consciousness; or
- d. Property damage estimated to be valued at or in excess of \$500.
- e. An employee who is required to submit to post-accident testing will be immediately provided transportation by the District to the location of the test. The employee will be advised to refrain from eating or drinking before being tested. After the employee submits to the test or if the employee refuses to be tested, the District will provide transportation for the employee to his/her home.

An employee may be placed on administrative leave with pay pending the results of this test. If the test comes back positive and the District needs to conduct further investigation, the employee will be placed on administrative leave without pay.

- f. In the event an employee is so seriously injured that s/he cannot provide a blood, breath, or urine specimen at the time of the accident, the employee must provide necessary authorization, as soon as the employee's physical condition allows, to enable the District to obtain hospital records or other documents that indicate whether there were drugs or alcohol in the employee's system when the accident occurred.
- g. In the event federal, state, or local officials conducted alcohol and/or drug testing following an accident, the employee will be required to sign a release allowing the District to obtain the test results from such officials.
- h. An employee who is subject to a post-accident test must remain readily available for testing. An employee who leaves the scene before the test is administered or who does not make him/herself readily available may be deemed to have refused to be tested, and such refusal shall be treated as a positive test. Further, the employee must refrain from consuming alcohol for eight (8) hours following the accident or until the employee submits to an alcohol test, whichever comes first.
- i. For safety reasons, an employee required to submit to post-accident testing may be placed on leave of absence pending receipt of the post-accident testing results and any related investigation.

- j. An employee who is required to submit to post-accident testing will be provided transportation to his/her home.

#### 14. Safety-Sensitive Positions

The District shall conduct pre-employment testing for drugs and random testing for drugs and alcohol for positions identified as safety-sensitive by the District. Drug and alcohol testing of applicants and employees in safety-sensitive positions is mandatory, and successfully passing these tests is a condition of future or continued employment. Applicants will be asked to sign forms for release of information from FMCSA Clearinghouse and previous employers in all cases where driving a CMV was a job function. Failure to consent will prevent LCSD from continuing with the pre-employment process and the applicant cannot be considered for employment per 49 CF382.707 CDL Drug and Alcohol Clearinghouse.

Safety-sensitive positions mean employment positions which may, in the normal course of business

- a. Require the employee to operate the District's vehicles or heavy equipment on a regular and recurring basis; and/or
- b. Involve job duties which, if performed with inattentiveness, errors in judgment or diminished coordination, dexterity, or composure, may result in mistakes that could present a real and/or imminent threat to the personal health and safety of the employee, students, coworkers, and/or the public.

The District shall maintain a list entitled "List of Positions Designated as Safety-Sensitive." The list shall be a public record. Before a position is included on this list, the District shall post a notice in a conspicuous location accessible to employees at the work site affected that a position is to be included as safety-sensitive for purposes of pre-employment drug testing and random drug and alcohol testing. The notice will afford an opportunity for comment within a twenty (20) calendar day period.

**Note:** The District shall meet and consult with the recognized employee organization's representative, if affected employees are represented, before a position is included on this list. The final determination to place a position on the list shall be made by the District's Board of Trustees.

#### 15. Random Testing

All employees in positions identified as safety-sensitive by the District, shall be subject to random drug and alcohol testing.

Per DOT testing guidelines for CDL holders, the District will drug test, at a minimum, fifty percent (50%) of the average number of employee CDL positions each calendar year. The District will alcohol test, at a minimum, ten percent (10%) of the average

number of CDL employee positions each calendar year. The selection of employees for random testing shall be on a non-discriminatory basis and made from a computer-based random number generator that is matched with the employee's social security number. Random testing will be unannounced, and the dates for administering the tests will be spread reasonably throughout the year. Random testing will be performed at any time while the employee is at work.

For all other safety-sensitive positions, the District will drug test, at a minimum 50% of the average number of employee positions designated as safety-sensitive each calendar year. The District will alcohol test, at a minimum 10% of the average number of employee positions designated as safety-sensitive each calendar year.

An employee selected for random testing shall proceed immediately to the test site and will be advised to refrain from eating or drinking prior to the test. If the test site is not at the employee's work site, the District will provide transportation to the location of the test. An employee who engages in conduct which does not lead to testing as soon as possible after notification may be considered to have refused to be tested.

If an employee selected for a random test is not available for testing due to medical reasons that would compromise the accuracy of the test, or leaves District employment after they are selected for testing but before the test is administered the District will select a replacement employee for testing using the procedures stated above.

Employees selected for a random test, but absent due to vacation, sick leave, other leave, or on urgent District business approved by their administrator or manager/supervisor will not be notified to take the random test until the first day they return to work after random selection. Random selection may result in some employees being tested more than once each year; some may not be tested at all.

LCSD and medical review officers (MRO), or their designated representatives, are required to report information about positive drug test results, alcohol test results greater than 0.04 blood alcohol content, refusals to test and other non-test violations per FMCSA's drug and alcohol regulations.

#### 16. Return-to-Work Testing/Follow-Up Testing

If the District agrees to continue employment of an employee who violates the District's policy and then undergoes rehabilitation for drugs or alcohol, the employee will, as a condition of returning to work, be required to agree to follow-up testing as established by the District's Employee Assistance Program. The extent and duration of the follow-up testing will depend upon the safety and security nature of the employee's position and the nature and extent of the employee's substance abuse problem. The District's Human Resources Director will review the conditions of continued employment with the employee prior to the employee's returning to work. Any such condition for continued employment shall be given to the employee in writing. The District's Human Resources

Director may consider the employee's rehabilitation program in determining an appropriate follow-up testing program.

Any employee subject to return-to-work testing who has a confirmed positive drug or alcohol test will be in violation of this policy and subject to termination.

#### 17. Consequence of Refusal to Submit to Testing/Adulterated Specimen

An employee who refuses to submit to testing for alcohol and/or drugs or who consents to a drug or alcohol test but fails to appear timely at the collection site or who fails to give their sample after reasonable opportunity to do so, will be treated as a refusal to submit to an alcohol or drug test. Such refusal shall be treated as a positive test and may result in disciplinary action up to and including termination.

Submission of an invalid, substituted or adulterated specimen will be considered a refusal to test and such refusal shall be treated as a positive test and may result in disciplinary action up to and including termination.

A diluted positive test result shall be treated as a positive test and may result in disciplinary action up to and including termination.

#### 18. Testing Guidelines

The District may test for alcohol and illegal substances including but not limited to:

- a. Marijuana
- b. Cocaine, including crack
- c. Opiates, including heroin and codeine
- d. Amphetamines, including methamphetamines
- e. Phencyclidine (PCP)

In addition to testing for the above substances, CDL holders are subject to testing for the following substances:

- a. 6-Acetylmorphine
- b. MDMA (Ecstasy)

Where applicable, the District will follow federal testing procedures for drugs and alcohol set forth by the Federal Department of Transportation (DOT) 49 CFR Part 40 and the Federal Motor Carrier Safety Regulations (FMCSR). These regulations may be amended from time to time.

The District will use the following primary sites for sample collection:

Concentra – Sparks	Concentra - Reno
255 Glendale Avenue #12	1530 East 6 <sup>th</sup> Street
Sparks, NV 89431	Reno, NV 89512
(775) 356-8181	(775) 322-5757

Nevada occupational Health  
Center– Carson City  
3488 Goni Road Building E  
Carson City, NV 89706  
(775) 887-5030

The District contact person for all questions regarding the alcohol and drug testing program is:

Director of Human Resources  
25 East Goldfield Avenue  
Yerington, NV 89447  
(775) 463-6800

#### 19. Option for Drug Retest

No later than seventy-two (72) hours after receipt of a positive drug test, an employee who tests positive may request a confirmatory re-test of the same sample at his/her expense at a certified laboratory of his/her choice.

Upon request, the medical review officer will authorize the laboratory holding the employee's sample to release to a second laboratory, approved by the Department of Health and Human Services, a sufficient quantity of the sample to conduct a second testing analysis.

The employee will be required to authorize the laboratory to provide the District with a copy of its test results. The accuracy of the test results will be verified by the laboratory conducting the analysis.

#### 20. Requirement for Drug Retest

An employee who tests negative dilute will be required to immediately retest. The employee will:

- a. Be given the minimum possible advance notice of retest,
- b. Will be accompanied by a supervisor to the collection site, and
- c. Will not be allowed to eat or drink between the period of being noticed of the retests and the actual test.

The retest will not be under direct observation unless directed to do so by the Medical Review Officer. If the retest is also negative dilute, the test will be considered negative and the District will not conduct a third test unless directed to do so by the Medical Review Officer.

## 21. Searches

If the District suspects that an employee or on-site contractor is in possession of illegal drugs, alcohol, or contraband in violation of its policy, the District may request the individual to submit to a search of his/her person, personal effects, vehicles, lockers, desks, work area, baggage, and District quarters. By entering into or being present at a job site while on District time or representing the District in any way, an individual is deemed to have consented to such searches. If an individual is asked to submit to a search and refuses, that individual will be considered insubordinate and will be escorted off the job site and disciplined, as appropriate.

Searches will be conducted by management personnel and may or may not be conducted in the presence of the person whose property or work area is searched. Any suspected contraband will be confiscated and may be turned over to law enforcement as appropriate. Any person whose property is confiscated will be given a receipt for that property by the District's representative conducting the search.

## 22. Discipline Related to Abuse

Employees in violation of the provisions of the District's policy will be subject to disciplinary action, up to and including termination.

An employee may be found to have violated the District's policy on the basis of any appropriate evidence including, but not limited to

- a. Direct observation of illegal use of drugs, prohibited use of alcohol, or possession of illegal drugs or alcohol or related contraband;
- b. Evidence obtained from a motor vehicle citation, an arrest, or a criminal conviction for use or possession of illegal drugs or for the use or being under the influence of alcohol on the job;

- c. A verified positive test result; or
- d. An employee's voluntary admission.

Prior to determining its course of action, the District may direct an employee who has tested positive to submit to an evaluation by a substance abuse professional. The evaluation will attempt to determine the extent of the employee's use of or dependence on the abused substance(s) and, if necessary, recommend an appropriate program of treatment.

If an evaluation is conducted which results in a recommendation for treatment, continued employment may, but is not required to, be allowed if the recommended treatment is immediately begun and successfully completed. The treatment program may include, but is not limited to, rehabilitation, counseling, and after-care to prevent future substance use/abuse problems. The treatment program will not be at the District's expense; however, employees may use benefits provided by applicable insurance coverage. Failure by the employee to enroll in the recommended treatment program, to consistently comply with the program's requirements, to complete it successfully, and/or to complete any continuing care program shall be grounds for immediate termination from employment. Employees are limited to substance abuse treatment one time only under this regulation.

When an employee is required to undergo treatment under the regulation, the employee may be required to comply with the following as a condition of continued employment:

- Monitoring of the treatment program and the employee's participation by the District;
- Submission to return-to-work testing as required under this regulation and continuing follow-up testing as provided in the Return-to-Work Testing/Follow-Up Testing section above; and
- Any other reasonable condition that the District deems necessary to maintain a safe and healthy workplace for all employees.

Failure by the employee to enroll in a required treatment program, to consistently comply with the program requirements, to successfully complete the program, and/or to complete any continuing care program will be grounds for immediate termination of employment.

Disciplinary action will also be taken for any job performance or behavior that would otherwise be cause for disciplinary action.

### 23. Confidentiality

All medical and rehabilitation records are confidential and may not be disclosed without the prior written consent of the patient, authorizing court order, or otherwise as permitted by state and federal law. Positive test results may only be disclosed to the employee, the appropriate medical and substance abuse treatment providers, the District's attorney, a District representative when needed to respond to an alleged violation of the District's policy; individuals within the District who have a need-to-know of drug and/or alcohol testing results, and a court of law or administrative tribunal in any adverse personnel action.

### 24. Definitions

**Administrator:** An individual who is directly responsible to the Superintendent/designee for administration of a site or significant District operation.

**Alcohol:** The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol including methyl and isopropyl alcohol.

**Alcohol Use:** The drinking or swallowing of any beverage, liquid mixture, or preparation (including any medication) containing alcohol.

**Applicant:** A person, including a current employee, applying for any position with the District (may also be referred to as a candidate).

**Contraband:** Any item such as illegal drugs, drug paraphernalia, or other related items whose possession is prohibited by this regulation.

**Conviction:** A finding of guilt, including a plea of no contest or imposition of sentence or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug or alcohol statutes.

**District Premises:** All District property and facilities, the surrounding grounds and parking lots, leased space, District motor-driven equipment/vehicles, offices, desks, cabinets, closets, etc.

**Drug Test:** A urinalysis (urine) test to determine the presence of prohibited drugs or their metabolites that includes specimen collection and testing by a Department of Health and Human Services (DHHS) certified laboratory. Both a screening test and a confirmation test must be used to establish a positive test result.

**Illegal Drugs:** Any controlled substance or drug, the sale, possession, cultivation, transfer, use, purchase, or distribution of which is illegal. Illegal drugs include prescription drugs not legally obtained and/or prescription drugs not being used in the manner, combination, or quantity prescribed, or by the individual for whom prescribed.

**Legal Drugs:** Prescription drugs and over-the-counter drugs that have been legally obtained and are being used in the manner, combination, and quantity for which they were prescribed or manufactured.

**Manager/Supervisor:** An employee who has been authorized to select, train, schedule, and evaluate the work of other employees, and to make decisions or effectively recommend actions related to the hiring, evaluation, and discipline of assigned employees. This person may also serve as a department head.

**Positive Drug or Alcohol Test:** Any detectable level of drugs or its metabolite (in excess of trace amounts attributable to secondary exposure) in an employee's urine or blood. With respect to alcohol, a blood alcohol concentration of 0.02 or higher constitutes a positive test.

**Substance Abuse Professional (SAP):** A licensed physician, or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with the knowledge of and clinical experience in the diagnosis and treatment of drug- and alcohol-related disorders.

**Lyon County School District  
Board Memo**

**Date:** August 25, 2020  
**To:** Board of School Trustees  
**From:** Wayne Workman, Superintendent  
**Re:** Revisions to LCSD Policy IK: Grading

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**Recommendation**

That the Board of Trustees approve revisions to LCSD Policy IK: Grading as a first reading.

**Background Information**

One of the proposed changes to Policy IK: Grading is due to the passage of SB 147 during the 2019 Legislative session and how the bill provides districts ways to assist students in foster care and/or experiencing homelessness to accrue credits and obtain their high school diploma.

The other proposed change is at the request of Board Member Villines regarding the selection of Valedictorian and Salutatorian for the senior class each year and the opportunity for them to speak at graduation.

**Budget Considerations**

N/A

**Discussed at Previous Meeting**

N/A

**Attachment(s)**

Policy IK: Grading\_DRAFT\_8-2020

*Respectfully Submitted,  
Wayne Workman, Superintendent*

***Grading, Interventions, Course Exemptions and Class Ranking***

The Lyon County School District is committed to providing fair, accurate, specific, and timely feedback in order to identify student areas of strength and needs of improvement to ensure successful completion of all courses and ultimately success in college and career. Therefore, all grading practices in Lyon County schools will adhere to the following principles:

Truthfulness	Grades students receive must meet worthwhile goals informed by current standards and understandings in the education community. Grades should reflect how well a student has mastered a set of learning targets, and give students timely feedback and opportunities to remediate and reassess their knowledge and skills. Behavior is modified outside of the gradebook so grades simply reflect learning.
Reliability	Grades have reliability when similar performance between two students receives the same grade from one classroom teacher as it would another teaching a similar course.
Impartiality	Grades are not based on any non-academic criteria such as the student’s gender, race, ethnicity, parental involvement, etc.
Understandability	Grades students receive must convey clarity as to what the student knows and is able to do along with the student’s next steps in learning.

Because many application forms require grade point averages and/or rank-in-class, secondary schools shall compute these statistics using the following guidelines:

Course Point Range	Grade	Value-Standard courses
90-100	A	4.0
80-89	B	3.0
70-79	C	2.0
60-69	D	1.0
<60	F	0.0

The grading scale must be weighted as follows, in accordance with NAC 389.6625:

- a. For completion of an honors (H) course with a grade of A, B, C or D, a value of 0.025 must be added to the value of the grade.

- b. For completion of an advanced placement (AP), International Baccalaureate (IB) or approved dual credit (DC) course with a grade of A, B, C or D, a value of 0.050 must be added to the value of the grade.

Teachers must notify the student and the parent/guardian before assigning a failing grade on a progress report or an official transcript to identify strategies for improving the grade.

Coursework completed during a semester must be applied to the grade in that semester.

If final examinations are administered, the total value must not exceed 20% of the semester grade.

Reference: NAC 389.6625

Policy #IK  
Revised 4/25/17  
9/22/20

***Grading, Interventions, Course Exemptions and Class Ranking  
Administrative Regulations***

**Guiding Questions for Grading**

**Truthfulness:**

- Do grades strongly communicate an acceptable level of accuracy related to content knowledge and skill ability to students, parents, subsequent teachers/counselors and other stakeholders?
- Do grades separate student behaviors from student content/skill demonstration?
- Are grades based primarily on student evidence and mastery of tasks, assignments, assessments, etc. that are focused on and directly aligned to Nevada Academic Content Standards?
- Are grades determined using a J-Curve with more weight given for the more recent student evidence of learning?
- Are there multiple opportunities for students to demonstrate mastery?

**Reliability:**

- Are grades for similar product/performance demonstration similar across classrooms of like courses in the same school?
- Do teachers collaboratively focus on effective and accurate grading practices through:
  - Collaborative / analysis of assessments and tasks?
  - Collaborative scoring of student work?
- Do teachers of like courses in the same school agree with consistency on the acceptance of late work, stipulated second chances, homework, etc.?

**Impartiality:**

- Does parental involvement, or lack thereof impact/alter grades and expectations?
- Is grade distribution consistent with other assessments or benchmarks (CRT's, ACT, MAP, EOC, etc.)?
- Is grade distribution monitored according to subgroups such as gender, race, ethnicity, FRL, etc.?

**Understandability:**

- Do teachers and school leaders ensure that students, parents, subsequent teachers, counselors and other stakeholders understand what student grades reflect in terms of the student's next learning steps?

- Are the categories in the student information system (SIS) consistent throughout the department or school?
- Are grades updated on a weekly basis to provide timely and specific feedback regarding the student's progress?

### Guiding Questions for Interventions

The following guidelines should be used to prevent unnecessary student failure of courses. Schools should combine both early monitoring with specific plans and actions for interventions.

- Do administrators and teachers, while collaborating or in department meetings, collect and analyze failure and potential failure data at least 3-4 times per semester?
- Do administrators monitor failure and potential failure reports early during each semester and throughout the semester?
- Do teachers or departments develop action plans to address failures with specific strategies as well as monitoring measures and dates to determine if strategies are working (preventing/reducing course failures and increasing student achievement)?
- Did the teacher inform the student **and** the parent/guardian before assigning a failing grade on a progress report or an official transcript?

### Exemptions from Course Requirements

1. Students may be excused from physical education for the following reasons:
  - a. Non-enrollment for physical reasons as certified by a physician's statement.
  - b. Non-enrollment for religious reasons as certified by written statement.
2. Those students presenting parental statements relative to excusing students from specific units of instruction on the human reproductive system, related communicable diseases, and sexual responsibilities in any class may be excused.
3. Those students who present a signed parental statement requesting that the student be excused from the dissection of preserved specimens shall be excused and assigned an alternative activity.
4. SB 147 provides school districts ways to assist students in foster care and/or experiencing homelessness to accrue credits and obtain their high school diploma. SB 147 aligns with existing federal law that requires each state to have procedures which: ensure that homeless children and youths, including unaccompanied youths, are accorded equal access to appropriate secondary education and support services; and remove barriers that prevent such youths from

receiving credit for coursework previously completed. For the specifics requirements regarding the exemptions, the granting of full/partial credit for coursework, the process for determining credits or course completion, and the graduation requirements outlined in SB 147, please see Policies JH, JHB, and IKF.

## **Class Ranking**

Computation of grade point averages must be calculated to the fourth decimal place and rounded to the third decimal place. A grade point average that is less than 0.0005 must be rounded down; and one that is 0.0005 or higher must be rounded up. (For example: 3.1256 would round to 3.126 and a GPA of 2.3421 would round to 2.342.)

Rank-in-class shall be determined by the accumulation of grade point averages for course grades that earn one-half credit or more per semester.

## **Designation of Honors and Advanced Placement Courses**

College and university admission offices, as well as future employers, are most interested in students who have completed a rigorous academic program. Therefore, honors and advanced placement courses may be designated by the superintendent or designee to assure viability throughout the District for all coursework and shall include increased rigor and increased expectations of student performance. The same rigor and performance expectations shall be consistently held at each school within the District. Additionally, each school principal will conduct an annual review of all honors and advanced placement courses to make sure they meet the rigorous standards.

The courses which the superintendent or designee can designated as Honors (H) and Advanced Placement (AP) are (effective for the Class of 2020):

### Career and Technical (CTE)

- 1) Completer/Terminal Courses: H
- 2) Computer Science: AP

### Mathematics

- 1) Calculus: AP
- 2) Pre-Calculus: H

### Science

- 1) Anatomy & Physiology: H
- 2) Chemistry: AP
- 3) Physics: H
- 4) Biology: AP
- 5) Environmental Science: AP

### World Languages and English Language Arts

## **Lyon County School District**

### **Board Policy**

**IK**

- 1) English 1-4,2: H
- 2) English Language and Composition: AP
- 3) English Literature and Composition: AP
- 4) Spanish Language: AP
- 5) Spanish Literature: AP

#### **Social Studies**

- 1) Honors U.S. History: AP
- 2) U.S.-Government: AP
- 3) European History: AP
- 4) World History: AP

#### **Fine Arts**

- 1) Art Studio: AP
- 2) Studio Art 2-D Design: AP

All Advanced Placement courses and all honors classes will be designated on official transcripts and student records.

## **Western Nevada College (WNC) Jump Start Dual Enrollment Program**

LCSD and WNC have developed a partnership allowing students to earn both high school and college credit while attending a LCSD high school (dual enrollment program). It is the intention of the Board of Trustees that all students participating in dual enrollment programs are working toward an associate degree or certification.

The following guidelines have been established for all students entering a WNC dual enrollment program:

1. Permission to enter a WNC program will be granted based on a student's prior academic history and successfully passing prescribed assessments, as determined by WNC and LCSD.
2. Students enrolled during their junior year are required to participate with the cohort available at their school site. All exceptions must receive prior approval from the principal and superintendent or designee.
3. LCSD will assist in paying tuition for WNC pre-approved college classes, up to 17 credits per semester and 64 total credits over the student's high school experience. Any exceptions must be approved by the principal and superintendent or designee.
4. All dual enrollment classes will be posted on the student's transcript.
5. Students are responsible for providing enrollment and schedule information to their principal and Counselor for approval prior to any portion of tuition being paid by the district.
6. Students are responsible for providing WNC grade reports every three weeks to their high school counselor and appropriate WNC staff.
7. LCSD tuition credit payment will be based under the following criteria:
  - a. All credits paid for partially or in full by the district must be taken for credit.
  - b. LCSD will pay for all credit costs for students qualifying for Free/Reduce Lunch.
  - c. LCSD will pay for half of credit costs for students not qualifying for

- Free/Reduced Lunch.
- d. LCSD will only pay for each class one time. If a student wishes to retake a class previously paid by the district, then they will be responsible for all tuition and fees associated with that class.
  - e. The student/family will be responsible for reimbursing the district in full for any credits for which the student drops or audits. Students' families failing to reimburse the district for a dropped or audited class will not be eligible for future tuition support as described above.
8. If a student fails a WNC/dual enrollment course, or drops a WNC/dual enrollment course without principal and counselor approval, they will be removed from the program. The principal and superintendent or designee may approve a student to remain in the WNC dual enrollment program when extenuating circumstances exist.
- a. If a student fails a WNC course, and is given permission by the principal and superintendent or designee to remain in the dual enrollment program, then they will be responsible for 100% payment of all future credits for the next semester. Should the student receive passing grades the next semester, then the principal and superintendent or designee may reinstate their paid participation in the program as outlined above for the final year or semester as applicable. Should the student fail a second course while in the WNC dual enrollment program, they will be removed permanently without exception.

### **Non WNC Jump Start Dual Enrollment Courses**

1. Students taking dual enrollment college courses/credits to count towards their high school diploma must receive pre-approval from their counselor and principal and superintendent or designee.
2. Students and families are responsible for paying for all other approved dual enrollment courses not affiliated with the WNC Jump Start program.
3. All pre-approved dual enrollment college courses will be placed on the student's transcript and calculated into overall GPA, as outlined in this policy.

### **Calculations of Class Rank**

1. Credit received for District approved classes shall be included in computing class rank and must be posted by the end of the seventh semester if they are to be counted in the calculation of achievement honors related to graduation ceremonies.
2. Students may repeat a class to improve upon a grade and have that grade calculated into their grade point average provided that the first attempt continues to appear on the transcript with a designation of NG (no grade) to indicate that the course was repeated. A student may not receive credit twice for a repeated course and the original grade will not be calculated into the overall cumulative grade point average.
3. In computing and determining rank-in-class, all students at a given grade level shall be included.

4. If a student's record includes courses that are marked in non-traditional fashion, for instance a pass/ fail or credit/no credit basis, the computation of rank-in-class shall be based on those courses with traditional marks only.
5. The methods used to compute rank-in-class shall be reported to students, parents, and any authorized transcript recipient.
6. Rank-in-class information shall be released in accordance with District policy.
  - a. To appropriate personnel or;
  - b. At the written request or consent of the student and/or parent;
  - c. In response to formal legal processes.
7. Rank-in-class shall be reported on a numerical basis.
8. For ~~the LCSD graduating classes of 2018, 2019 and 2020, principals may choose to~~ will recognize ~~either a~~ in addition to Valedictorians and Salutatorians or students achieving Cum Laude (“with honor”) status. Calculation of Valedictorian and Salutatorian shall be calculated using a cumulative, weighted GPA formula for grades 9-12, must include the required core courses as listed in policy IKF and must be immediately posted upon completion of the seventh semester to be included in the calculation.
9. ~~If the principal chooses to use the achievement honor of Valedictorian and Salutatorian,~~ The Valedictorian of the class will be the student who has attained the highest overall grade point average calculated on credit posted immediately following the seventh semester of coursework. The Salutatorian will be the student with the second highest rank in class who has met the above criteria. In case of a tie, the highest ACT score will be used as the tiebreaker. In case of a further tie, school principals may designate co-Valedictorians and/or co-Salutatorians. Co-Valedictorians and/or co-Salutatorians may also be designated by the principal when extenuating circumstances exist.
10. Students who have completed four (4) or more semesters in Lyon County schools and met the aforementioned criteria will be eligible for the honors of Valedictorian and Salutatorian ~~or~~ and Cum Laude (“with honor”) status.
11. ~~Beginning with the class of 2021, (and earlier if the principal chooses),~~ Recognition will be given to graduating students based on the following overall weighted GPA, and if the student has successfully completed a minimum of 4 H, AP, IB and/or DC classes:
 

3.7-3.799	Cum Laude (“with honor”) Status
3.8-3.899	Magna Cum Laude (“with great honor”)
Status 3.9+	Summa Cum Laude (“with highest honor”) Status
12. The senior class advisor and principal will develop a committee comprised of students and

staff to select graduates who will address their peers during the graduation ceremony. Of these, the Valedictorian and Salutatorian will first be given the opportunity to address their peers during the graduation ceremony. Should either student decline the opportunity, the committee may select another student.

13. Grade point average (GPA) will be calculated by the following method:
  - a. convert the letter grades to a numerical value (e.g. A=4.0, B= 3.0, C=2.0, D=1.0, F=0)
  - b. add the total grade points (e.g. 20 A's = 80; 2 B's = 6; 1 C = 2; 1 D=1; 1 F= 0, totaling 89)
  - c. divide the total grade points by the total number of classes on the official transcript (e.g.  $89/25 = 3.560$ ).
  - d. add the weighted grade for each of the H, AP, IB and DC courses that were successfully completed with an A, B, C or D:
    1. For each H course, add .025 (e.g. 2 H courses =  $.025 \times 2 = .050$ )
    2. For each AP course add .050 (e.g. 2 AP courses =  $.050 \times 2 = .1$ )
    3. For each IB course add .050 (e.g. 2 IB courses =  $.050 \times 2 = .1$ )
    4. For each DC course, add .050 (e.g. 8 DC courses =  $.050 \times 8 = .4$ )
    5. Add the total weighted grade to the GPA (e.g.  $3.560 + .05 \text{ H} + .1 \text{ AP} + .1 \text{ IB} + .4 \text{ DC} = 4.210$ )
    6. The GPA will be calculated to the 4<sup>th</sup> decimal place and rounded to the 3<sup>rd</sup> decimal place.
14. Students enrolled in middle school may have the opportunity to earn high school credit in Algebra/Geometry, Computers, Foreign Language and other courses that are pre-approved by the superintendent or designee. The credits earned will be posted to the high school transcript but will not be included in the GPA for grades 9-12.

## Western Nevada College (WNC) Jump Start Dual Enrollment Program Permission Form

LCSD and WNC have developed a partnership allowing students to earn both high school and college credit while attending a LCSD high school (dual enrollment program). It is the intention of the Board of Trustees that all students participating in dual enrollment programs are working toward an associate degree or certification.

The following guidelines have been established for all students entering a WNC dual enrollment program:

1. Permission to enter a WNC program will be granted based on a student's prior academic history and successfully passing prescribed assessments, as determined by WNC and LCSD.
2. Students enrolled during their junior year are required to participate with the cohort available at their school site. All exceptions must receive prior approval from the principal and superintendent or designee.
3. LCSD will assist in paying tuition for WNC pre-approved college classes, up to 17 credits per semester and 64 total credits over the student's high school experience. Any exceptions must be approved by the principal and superintendent or designee.
4. All dual enrollment classes will be posted on the student's transcript.
5. Students are responsible for providing enrollment and schedule information to their principal and Counselor for approval prior to any portion of tuition being paid by the district.
6. Students are responsible for providing WNC grade reports every three weeks to their high school counselor and appropriate WNC staff.
7. LCSD tuition credit payment will be based under the following criteria:
  - a. All credits paid for partially or in full by the district must be taken for credit.
  - b. LCSD will pay for all credit costs for students qualifying for Free/Reduce Lunch.
  - c. LCSD will pay for half of credit costs for students not qualifying for Free/Reduced Lunch.
  - d. LCSD will only pay for each class one time. If a student wishes to retake a class previously paid by the district, then they will be responsible for all tuition and fees associated with that class.
  - e. The student/family will be responsible for reimbursing the district in full for any credits for which the student drops or audits. Students' families failing to reimburse the district for a dropped or audited class will not be eligible for future tuition support as described above.
8. If a student fails a WNC/dual enrollment course, or drops a WNC/dual enrollment course without principal and counselor approval, they will be removed from the program. The principal and superintendent or designee may approve a student to remain in the WNC dual enrollment program when extenuating circumstances exist.
  - a. If a student fails a WNC course, and is given permission by the principal and superintendent or designee to remain in the dual enrollment program, then they will be responsible for 100% payment of all future credits for the next semester. Should the student receive passing grades the next semester, then the principal and superintendent or designee may reinstate their paid participation in the program as outlined above for the final year or semester as applicable. Should the student fail a second course while in the WNC dual enrollment program, they will be removed permanently without exception.

I have read and agree to the above guidelines:

Student's signature \_\_\_\_\_ Date \_\_\_\_\_

Parent's signature \_\_\_\_\_ Date \_\_\_\_\_

Principal's signature \_\_\_\_\_ Date \_\_\_\_\_

Counselor's signature \_\_\_\_\_ Date \_\_\_\_\_

Reference: Lyon County School District Board Policy IK

## Non WNC Jump Start Dual Enrollment Courses Permission Form

1. Students taking dual enrollment college courses/credits to count towards their high school diploma must receive pre-approval from their counselor and principal and superintendent or designee.
2. Students and families are responsible for paying for all other approved dual enrollment courses not affiliated with the WNC Jump Start program.
3. All pre-approved dual enrollment college courses will be placed on the student's transcript and calculated into overall GPA.

I have read and agree to the above guidelines:

Student's signature \_\_\_\_\_ Date \_\_\_\_\_

Parent's signature \_\_\_\_\_ Date \_\_\_\_\_

Principal's signature \_\_\_\_\_ Date \_\_\_\_\_

Counselor's signature \_\_\_\_\_ Date \_\_\_\_\_

Reference: Lyon County School District Board Policy IK

**Lyon County School District  
Board Memo**

**Date:** August 25, 2020  
**To:** Board of School Trustees  
**From:** Wayne Workman, Superintendent  
**Re:** Revisions to LCSD Policy IKF: Graduation Requirements

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**Recommendation**

That the Board of Trustees approve revisions to LCSD Policy IKF: Graduation Requirements as a first reading.

**Background Information**

The proposed changes to Policy IKF: Graduation Requirements is due to the passage of SB 147 during the 2019 Legislative session and how the bill provides districts ways to assist students in foster care and/or experiencing homelessness to accrue credits and obtain their high school diploma.

**Budget Considerations**

N/A

**Discussed at Previous Meeting**

N/A

**Attachment(s)**

Policy IKF: Graduation Requirements\_DRAFT\_8-2020

*Respectfully Submitted,  
Wayne Workman, Superintendent*

***GRADUATION REQUIREMENTS***

To receive a diploma from Lyon County high schools, a student must fulfill the following requirements:

The following requirements (NRS 389.018) shall be in place for students in the graduating cohorts of 2020 and 2021.

Required Courses	Standard Diploma	Advanced Diploma	Alternative Diploma
English Language Arts	4	4	4
Mathematics	3	4	3
Science (including 2 laboratory classes)	2	3	2
World History or Geography	1	1	1
American History	1	1	1
American Government	1	1	1
*Economics	.5	.5	.5
Arts and Humanities/JROTC Level III or IV/CTE	1	1	1
**Computer Education and Technology (CET)	.5	.5	.5
Health	.5	.5	.5
Physical Education	2	2	2
Elective Coursework	6	6	6
Total:	22.5	24.5	22.5

\*Twelfth grade/senior students new to LCSD may have the Economics course requirement waived by the principal due to extenuating circumstances.

\*\*If a pupil satisfactorily completes a course of study in the use of computers (Computer Education and Technology (CET)) during the sixth, seventh or eighth grade, the pupil is not required to take the course of study in the use of computers (CET) in high school.

The following requirements shall be in place for students in the graduating cohorts of 2022 and beyond:

Required Courses	Standard Diploma	Advanced Diploma	Alternative Diploma
English Language Arts	4	4	4
<sup>2</sup> Mathematics	3	4	3
<sup>3</sup> Science (including 2 laboratory classes)	2	3	2
World History or Geography	1	1	1
American History	1	1	1
American Government	1	1	1
Economics	.5	.5	.5
Arts and Humanities/JROTC Level III or IV/ <sup>1</sup> CTE	1	1	1
College and Career Ready Flex Credit	1	1	1
**Computer Education and	.5	.5	.5

**LYON COUNTY SCHOOL DISTRICT  
BOARD POLICY**

**IKF**

Technology (CET)			
Health	.5	.5	.5
Physical Education	2	2	2
Elective Coursework	5.5	5.5	5.5
Total:	23	25	23

College and Career Ready Flex Credits:

1. CTE Level II or III course of study; or an additional advanced placement (AP) course, an International Baccalaureate (IB) course, dual credit (DC) course, world language course, work based learning (WBL) program of study credit.
2. A fourth year of mathematics, which must include Algebra II or another course which follows such a course of study; or
3. A third year of science

A pupil is not required to enroll in the courses of study and credits required if the pupil, the parent or legal guardian of the pupil and an administrator or counselor at the school in which the pupil is enrolled mutually agree to a modified course of study for the pupil and that modified course of study satisfies at least the requirements for a standard high school diploma, and adjusted diploma or an alternative diploma, as applicable.

The principal of the school must approve any modified course of study for the pupil on the appropriate form.

Ref NRS 389 & NAC 389

Policy  
IKF Revised  
7/23/19  
Revised 9/22/20

*GRADUATION REQUIREMENTS – ADMINISTRATIVE REGULATIONS*

Standard Diploma

Students who have earned the required 22.5 credits (cohorts 2020 and 2021) or 23 credits (cohorts 2022 and beyond) and have completed all of the End Of Course (EOC) finals shall be awarded a Standard High School Diploma.

Advanced Diploma

Students who have earned a minimum of 24.5 credits (cohorts 2020 and 2021) or 25 credits (cohorts 2022 and beyond), including 4 credits of English, 4 credits of mathematics, 3 credits of science with at least two laboratory classes, and have completed all of the End Of Course finals shall be awarded an Advanced High School Diploma. Students who have completed the above requirements and earn a weighted grade point average of 3.25 or higher qualify for the Millennium Scholarship.

Standard or Advanced Diploma with Career and Technology Education (CTE) endorsement.

A Career and Technical Education endorsement seal is available if a student meets the requirements of a standard or advanced diploma, and passes the End of Program assessment, passes the Work Place Readiness assessment, and earns a 3.0 or better GPA in the course sequence.

a. Diploma Seals

- 1) A College and Career Ready Diploma Seal is available if a student completes the following:
  - Successfully completes the requirements of the advanced diploma for their graduating cohort year.
  - Maintained at least a 3.25 GPA (on a 4.0 grading scale, weighted or unweighted) for all units of credit applicable toward graduation)
  - Must demonstrate proficiency in speaking not less than two languages, or have earned not less than two (2) units of credit used to complete the requirements **listed above** in the following:
    - Advanced Placement (AP) courses
    - International baccalaureate (IB) courses
    - Dual-credit/dual-enrollment (DC) courses
    - Career and technical education (CTE) courses
    - Work-based learning courses
    - A world language course
    - Must obtain one *or* both of the following endorsements/seals:
      - **College-Ready** Endorsement
        - Successfully complete a college readiness assessment prescribed by the Board of Regents of the University of Nevada; and
        - Receive not less than the minimum scores for initial (non-remedial) placement into college-level English and mathematics courses prescribed by the Board of Regents of the University of Nevada

(section 1, chapter 16 of title 4 of the Board of Regents Handbook).

***Career-Ready*** Endorsement

- Successfully complete the ACT National Career Readiness Certificate (NCRC), *level Silver or above; or*
- Successfully complete the Armed Services Vocational Aptitude Battery (ASVAB), *score 50 or above; or*
- Obtain a Career and Technical Education Skills Attainment Certificate (NAC 389.800);*or*
- Obtain an industry-recognized credential (Nevada’s Industry-Recognized Credentials List; pub. August 2017, OWINN)

- 2.) A Bi-literacy Seal is available if a student completes all courses of study in English Language Arts required for graduation with a minimum 2.0 GPA on a 4.0 scale, and completes the end of course finals in English Language Arts, and demonstrates proficiency in 1 or more languages other than English by passing the Advanced Placement Exam in a world language (score of 3 or higher) or by passing the AAPPL exam (Intermediate level, I4 or higher).

**Adjusted Diploma**

A pupil with a disability who does not satisfy the requirements for receipt of a standard high school diploma may receive an adjusted diploma if the pupil satisfies the requirements set forth in their Individualized Education Program (IEP). Whereas achievement of the Standard Diploma will terminate a student with a disability’s guarantee to a Free and Appropriate Public Education (FAPE) provided through the Individuals with Disabilities Education Act (IDEA) of 2004, achievement of the Adjusted Diploma will not terminate a student’s FAPE. Students with disabilities who achieve an Adjusted Diploma will be able to remain in school until their 22nd birthday and those who choose to do so will continue to receive services under IDEA.

**Alternative Diploma**

High school students who pursue the Alternative Diploma must complete a required series of credited, standards-aligned courses. This alignment parallels the requirements of the Standard Diploma. However, whereas achievement of the Standard Diploma will terminate a student with a disability’s guarantee to a Free and Appropriate Public Education (FAPE) provided through the Individuals with Disabilities Education Act (IDEA) of 2004, achievement of the Alternative Diploma will not terminate a student’s FAPE. Students with significant cognitive disabilities who achieve an Alternative Diploma will be able to remain in school until their 22nd birthday and those who choose to do so will continue to receive services under IDEA.

In order to earn the Nevada Alternate Diploma, a student must:

1. Be a student with a disability
2. Participate in the Nevada Alternate Assessment;
3. Successfully completes the requirements of the Alternative Diploma for their

graduating cohort year.

Credit for completed courses for the Alternative Diploma can be issued by either a special educator who delivers standards aligned curriculum or a general educator who delivers standards aligned curriculum. If a student is receiving the academic content necessary to achieve the Alternative Diploma in a self-contained or other special education setting, then it will likely be the special educator teaching within that setting who issues the credit for completed coursework. If a student is receiving the content necessary to achieve the Alternative Diploma in a general education setting, then the credit may be issued by the general educator or by the special educator. Within an inclusive general education environment, students with significant cognitive disabilities will likely require substantial modifications and accommodations to access standards aligned curriculum. These adaptations will necessitate active team planning and collaboration between the special educator, general educator, and possibly a para-educator. Because both the special educator and general educator will take an active and significant role in the delivery of the required curriculum in an inclusive setting, either may issue the credit for the completed coursework.

#### Credit Regulations

Students must be regularly enrolled in a high school to be eligible for the granting of credit toward a diploma from Lyon County high schools.

Principals may require the enrollment in additional courses on a prescriptive basis for those students who continue to display skill deficiencies in the areas of reading, mathematics and language arts after fulfilling minimum course work.

Students may repeat a class to improve upon a grade and have that grade calculated into their grade point average provided that the first attempt continues to appear on the transcript with a designation of NG (no grade) to indicate the course was repeated. A student may not receive credit twice for a repeated course.

Seniors who earn a minimum score of 17 for English and 20 for Mathematics on the ACT may be enrolled in the equivalent of five periods on a traditional seven period unless they meet the following exceptions. Students who do not meet the minimum ACT scores or the exceptions outlined below, must be enrolled in a minimum of six classes on a traditional seven period schedule. The exceptions below are all 5<sup>th</sup> semester benchmarks which must be met by the end of the fall semester of the student's junior year unless otherwise indicated.

#### Exceptions:

Has an IEP or 504 Plan that delineates a reduced academic course of study or Advanced Placement (AP) coursework:

- Complete two (2) honors courses in academic areas, achieving a B average or higher; or
- Complete one (1) AP course, achieving a B average or higher; or
- Enrollment in two (2) or more AP courses, achieving a C or better in 5<sup>th</sup> semester; or

Dual Credit:

- Complete 1 dual credit course the 5<sup>th</sup> semester with B or higher; or
- Enrollment in 1 dual credit course in the 6<sup>th</sup> semester; or

CTE:

- Enrollment in a Level 3 CTE Course with a B or higher average in CTE course of study; or
- Completion of a Level 2 CTE course with a B or higher average in CTE course of study; or
- Enrollment in a Level 2 CTE course with a B or higher average in CTE course of study;

Work Based Learning (WBL) Coursework:

- Enrollment in one (1) approved WBL course that aligns with high-priority, in-demand jobs identified by the Governor's Office of Workforce Innovation (OWINN); or

Completion of one (1) approved WBL course that aligns with high-priority, in-demand occupations identified by the Governor's Office of Workforce Innovation (OWINN); or

Credit for correspondence or on-line accredited courses shall be granted toward graduation only when a student has received the written approval of the high school principal in advance of enrollment in the course.

Credit for college or university level course work will be granted toward graduation under the following criteria:

- 1) The courses taken at the college or the university should be courses that take the student beyond the high school course offerings, either in academic areas or employable skills.
- 2) Distance learning courses offered for dual credit may be taken by high school students in pre-approved courses.
- 3) Approved college level courses of three credits or more will be counted as 1 high school credit. One or two credit courses will be counted as .5 high school credit.
- 4) Any exceptions to this policy must be approved in advance by the high school principal and Superintendent or designee.

Re-evaluation of all courses will continue to take place with special attention given to college preparatory courses, CTE programs, and elective courses.

Any exceptions to the above credit regulations must be reviewed and receive written approval by the Superintendent or designee.

Early Graduation

The Board of Trustees will not accept any modification of the four-year attendance requirement for high school graduation unless the student has satisfactorily completed all requirements as set forth by the Lyon County School District, the Nevada State Board of Education, and have the recommendation of his/her principal and counselor, the written consent of the legal guardian, and review and approval of the Superintendent or designee and the Board of School Trustees.

The student who chooses to follow a modified program will not be allowed to participate in school activities following withdrawal from regular enrollment.

Students who choose to follow a modified program will make application for early graduation to the Superintendent or designee to be approved by the Board of School Trustees prior to the second semester of their sophomore year. Any exception to the procedure must be reviewed and approved by the Superintendent or designee.

#### Academic Load Requirements

Students in grades 9-11 must be enrolled in a full load of courses based on the master schedule of the school. Students in grade 12 must be enrolled as outlined in subsection (d) of Credit Regulations Only eighth grade and senior students will be permitted to serve as a Teaching Assistant (TA) in one class per semester if they are on track to graduate and maintain a 2.0 or better GPA. Teachers shall have only one TA per semester. Any exceptions must be approved by the principal.

The school principal or his designee shall evaluate the transcript of a student who transfers into the school from a school outside the school district to determine his/her status under the requirements of this policy.

The transcript of each student shall be audited at least once annually and notice to parents be provided as to each student's progress toward graduation.

A student who has not earned the following number of credits in a given year, shall be deemed "credit deficient":

- 3) End of Freshman year 5 credits.
- 4) End of Sophomore year 11 credits.
- 5) End of Junior year 17 credits.

A student may be allowed a maximum of five (5) consecutive school years from the time he/she enters the ninth grade to complete all requirements for a high school diploma in the comprehensive high school setting at the principal's discretion. Students who do not complete the graduation requirements within this time limitation and intend to continue their education must withdraw from the comprehensive high school and enroll in the Adult Education Program.

SB 147, passed in the 80<sup>th</sup> session of the Nevada State Legislature, requires that school districts award and accept full or partial credit for coursework that is satisfactorily completed by a homeless, unaccompanied youth or foster pupil without satisfying any attendance requirement for the course or requirement for hours for classroom instruction. Pupils who receive partial credits must also be allowed to appropriately combine those credits, including – without limitation – for the purposes of the total number of credits required for graduation from high school or the minimum number of units of credit required in a core academic subject pursuant to NRS 389.018.

The following is evidence used to determine whether coursework has been satisfactorily completed and the amount of credit to award and accept for the coursework:

- Demonstration of competency by a pupil;
- Performance by a pupil on an examination;
- Successful completion of a program of independent study, or as part of such a program, by the pupil;
- Full or partial credit for coursework completed by a pupil at an accredited public or private school located within or outside of this State that is sought to be transferred;
- Full or partial credit of coursework completed by a pupil at a summer school conducted by an accredited public or private school or institution of higher learning located within or outside of this State that is sought to be transferred;
- Completion by a pupil of a correspondence or distance education course provided by a high school which is nationally accredited or by an entity which appears on the list published by the Department pursuant to NRS 388.834;
- Completion of an apprenticeship program by a pupil;
- Completion of a program by a pupil at a trade or vocational school which is accredited;
- Work experience of a pupil;
- Community service performed by a pupil; and
- Any other evidence or method which is determined to be appropriate by the board of trustees of a school district or sponsor of a charter school, as applicable, and approved by the department.

Schools are encouraged to consider the full spectrum of evidence of coursework completion to remove barriers to credit accrual and on-time graduation for homeless, unaccompanied youth or pupils in foster care. A pupil that receives partial credit for coursework or a course of study must be allowed to appropriately combine the partial credit, including, without limitation, for the purposes of the total number of credits required for graduation from high school or the minimum number of units of credit required in a core academic subject pursuant to NRS 389.018.

### **Graduation Requirements**

The Lyon County School District must award the appropriate high school diploma to a homeless or unaccompanied youth or pupil in foster care who:

- Transfers to a school operated by the district while the pupil is enrolled in grade 11 or 12; and
- Satisfies the requirements prescribed by the State Board to receive a high school diploma, regardless of whether the pupil satisfies any requirement imposed by the school district.

Additionally, if a homeless or unaccompanied pupil who lives in foster care who transfers to a public school while enrolled in grades 11 or 12 is not able to receive a high school diploma within five years from the date on which the pupil enrolled in ninth grade, the district, the pupil, and the pupil's parent

or legal guardian, if applicable shall mutually agree on a modified course of study for the pupil that will assist them in satisfying the requirements for a standard diploma, adjusted diploma, alternative diploma or an adult standard diploma as quickly as possible.

**Lyon County School District  
Board Memo**

**Date:** August 25, 2020  
**To:** Board of School Trustees  
**From:** Wayne Workman, Superintendent  
**Re:** Revisions to LCSD Policy JH: Educational Services Plan for Students in Alternative Living Environments

---

**Recommendation**

That the Board of Trustees approve revisions to LCSD Policy JH: Educational Services Plan for Students in Alternative Living Environments as a first reading.

**Background Information**

The proposed changes to Policy JH – Educational Services Plan for Students in Alternative Living Environments is due to the passage of SB 147 during the 2019 Legislative session and how the bill provides districts ways to assist students in foster care and/or experiencing homelessness to accrue credits and obtain their high school diploma.

**Budget Considerations**

N/A

**Discussed at Previous Meeting**

N/A

**Attachment(s)**

Policy JH: Educational Services Plan for Students in Alternative Living Environments\_DRAFT\_8-2020

*Respectfully Submitted,  
Wayne Workman, Superintendent*

**EDUCATIONAL SERVICES PLAN FOR STUDENTS IN ALTERNATIVE LIVING ENVIRONMENTS**

The Lyon County School District believes all children should be afforded the same high educational opportunities regardless of race, religion, ability, nationality, sex, or circumstance. The District recognizes that not all students are in ideal living environments, and that those who are either without a home or living in inadequate environments are in unique situations that may require additional assistance for the student(s) to succeed.

Definition of Terms

For the purposes of this policy, “homeless” is defined as:

- an individual who lacks a fixed, regular, adequate (without electricity and/or plumbing) nighttime residence;
- an individual who has primary nighttime residence in a supervised, publicly or privately-operated shelter for temporary accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill);
- an individual who sleeps in a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings (e.g. cars, parks, motels);
- children living with a parent in a domestic violence shelter;
- an individual who is out of necessity, living with relatives or friends due to lack of housing;
- runaway children (under 18 years of age) and children/youth who have been abandoned or forced out of their home by parents or other caretakers, or such youth (between 18-20 years of age) who may still be eligible for education-services who:
  - temporarily reside in shelters awaiting assistance from social services agencies,
  - live alone on the street or move from place to place between family members, friends, or acquaintances;
  - children of migrant families who lack adequate

housing. Homeless Student Procedures

The Title I Coordinator will be the District Liaison and each Principal or their designee will be the homeless advocate known as School Site Liaisons for their school site.

The Lyon County Schools will comply with the following procedures for enrolling homeless children aka “Children in Transition” (CIT):

Identification Process

Identification of a child in transition is determined based on information that is listed on the Student Residency Questionnaire (SRQ) that is completed by the parent/guardian at the time of registration or at the beginning of each school year. The school registrar will forward all SRQ forms to the District Liaison within 72 hours of receipt for review and eligibility determination. Notification of eligibility or ineligibility is given to the school site liaison, parent/guardian, and food services within 72 hours of determination. The Parent/Guardian has a right to Due Process if they disagree with an ineligible determination.

Enrollment Process

A child in transition will be enrolled immediately regardless if they have the required enrollment documentation.

By definition, homeless individuals lack a permanent address. A permanent address is not required for school enrollment. If no address exist (i.e. living in an automobile), the school registrar will attempt to secure a name, phone number, and address for emergency notification.

Birth certificates, immunization documentation, and previous school records may not be readily available from a child in transition that is new to the district. The previous school may fax a copy of the birth certificate and/or current immunization records. The district liaison will assist families if necessary with securing the required enrollment documentation and referrals for community resource support if appropriate.

If a CIT student moves to a residence outside the boundaries of his/her school of origin, the student has the right to stay enrolled at the school they currently attend if it is determined to be in the students' best interest by the collaborative team. The Collaborative Team is a group of individuals that work directly with the CIT student who come together to meet and discuss all contributing factors as to whether or not it would be in the students best interest to keep them at their school of origin. Transportation or mileage reimbursement will be provided by Lyon County School District if determined it is in the best interest to keep the CIT student at his/her school of origin.

Services

LCSD follows all McKinney-Vento services. All eligible CIT students have the right to:

- free school meals,
- transportation to and from school of origin
- receive full or partial credit from previous

school Individualized Academic Plans (IAPs) For

Homeless

In order to take into account the unique circumstances and education background of each student defined as homeless, the District directs each elementary, intermediate/middle, and high school site to develop an Individualized Academic Plan (IAP) for students enrolled at that school who are in, or during the course of the school year become identified under the homeless program.

This IAP will be developed in consultation with the appropriate staff members and geared towards the student's academic and social/behavioral success. Once developed, the academic plan will be used as a guideline by the District to determine what assistance the student will need in order to meet the goals of the plan.

IAPs must be reviewed by site personnel on a quarterly basis in order to determine if plan goals are being met make adjustments as needed; and take into account the student's academic advancement or non-advancement within the District.

SB 147, passed in the 80<sup>th</sup> session of the Nevada State Legislature, requires that school districts award and accept full or partial credit for coursework that is satisfactorily completed by a homeless or unaccompanied pupil without satisfying any attendance requirement for the course or requirement for hours for classroom instruction.<sup>459</sup> Pupils who receive partial credits must also be allowed to appropriately combine those credits, including – without limitation – for the purposes of the total number of credits required for graduation from high school or the minimum number of

units of credit required in a core academic subject pursuant to NRS 389.018.

The following is evidence used to determine whether coursework has been satisfactorily completed and the amount of credit to award and accept for the coursework:

- Demonstration of competency by a pupil;
- Performance by a pupil on an examination;
- Successful completion of a program of independent study, or as part of such a program, by the pupil;
- Full or partial credit for coursework completed by a pupil at an accredited public or private school located within or outside of this State that is sought to be transferred;
- Full or partial credit of coursework completed by a pupil at a summer school conducted by an accredited public or private school or institution of higher learning located within or outside of this State that is sought to be transferred;
- Completion by a pupil of a correspondence or distance education course provided by a high school which is nationally accredited or by an entity which appears on the list published by the Department pursuant to NRS 388.834;
- Completion of an apprenticeship program by a pupil;
- Completion of a program by a pupil at a trade or vocational school which is accredited;
- Work experience of a pupil;
- Community service performed by a pupil; and
- Any other evidence or method which is determined to be appropriate by the board of trustees of a school district or sponsor of a charter school, as applicable, and approved by the department.

Schools are encouraged to consider the full spectrum of evidence of coursework completion to remove barriers to credit accrual and on-time graduation for homeless and unaccompanied youth. A pupil that receives partial credit for coursework or a course of study must be allowed to appropriately combine the partial credit, including, without limitation, for the purposes of the total number of credits required for graduation from high school or the minimum number of units of credit required in a core academic subject pursuant to NRS 389.018.

Graduation Requirements

The Lyon County School District must award the appropriate high school diploma to a homeless or unaccompanied pupil who:

- Transfers to a school operated by the district while the pupil is enrolled in grade 11 or 12; and
- Satisfies the requirements prescribed by the State Board to receive a high school diploma, regardless of whether the pupil satisfies any requirement imposed by the school district.

Additionally, if a homeless or unaccompanied pupil who lives in foster care who transfers to a public school while enrolled in grades 11 or 12 is not able to receive a high school diploma within five years from the date on which the pupil enrolled in ninth grade, the district, the pupil, and the pupil's parent or legal guardian, if applicable shall mutually agree on a modified course of study for the pupil that will assist them in satisfying the requirements for a standard diploma, adjusted diploma, alternative diploma or an adult standard diploma as quickly as possible.

Ref: NRS 424.013, 424.014, 424.015, 424.018, SB370 (76<sup>th</sup> Legislative Session)

Policy  
#JH Revised  
~~8/27/19~~  
Revised 9/22/20

Legal References: Every Student Succeeds Act reauthorized 2015, P.L. 107-110, Title I Sections 11432(g), 11434a, 20 USC 6315c, 20 USC 6311(h)

**Lyon County School District  
Board Memo**

**Date:** August 25, 2020  
**To:** Board of School Trustees  
**From:** Wayne Workman, Superintendent  
**Re:** Policy JHB – Educational Services Plan for Students in Foster Care

---

**Recommendation**

That the board approves changes to Policy JHB – Educational Services Plan for Students in Foster Care as a first draft.

**Background Information**

The proposed changes to Policy JHB – Educational Services Plan for Students in Foster Care is due to the passage of SB 147 during the 2019 Legislative session and how the bill provides districts ways to assist students in foster care and/or experiencing homelessness to accrue credits and obtain their high school diploma.

**Budget Considerations**

N/A

**Discussed at Previous Meeting**

N/A

**Attachment(s)**

Policy JHB – Educational Services Plan for Students in Foster Care\_DRAFT\_8-2020

*Respectfully Submitted,  
Wayne Workman, Superintendent*

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**EDUCATIONAL SERVICES PLAN FOR STUDENTS IN FOSTER CARE**

The Lyon County School District believes all children should be afforded the same high educational opportunities regardless of race, religion, ability, nationality, sex, or circumstance. The District recognizes that not all students are in ideal living environments, and that those who are either without a home or living in foster environments are in unique situations that may require additional assistance for the student(s) to succeed.

For purposes of this policy, “foster” is defined in the same manner as in Nevada Revised Statutes Chapter 424.

**Foster Student Procedures**

The Title I Coordinator or District designee will be the District Foster Liaison and each Principal or their designee will be the foster student advocate known as School Site Liaisons for their school site.

The Lyon County Schools will comply with the following procedures for enrolling foster children:

Foster students may enroll at the school they are currently zoned for while in the temporary housing situation. When foster students move from one school zone to another, decisions as to which school the foster student should attend (the one they have been attending or the one zoned for their new residence) will be determined by a team based on the best interest for the student.

Birth certificates, immunization documentation, and previous school records may not be readily available from foster children new to the district. Schools will assist families if necessary with securing information and with referrals for community resource support. Families should be referred to the Lyon County Health Department if immunization(s) is not available and/or current. The previous school may fax a copy of current immunizations. Schools will assist families if necessary with securing enrollment information and with community referrals if appropriate.

When a foster child is admitted to a school, the School Site Liaison, Registrar, teacher, parent/guardian or unaccompanied youth, and nurse will be notified. Foster children will be enrolled in school immediately.

**Individualized Academic Plans (IAPs) For Foster Children**

In order to take into account the unique circumstances and education background of each student defined as foster student or awaiting foster care environment, the District directs each elementary, intermediate/middle, and high school site to develop an Individualized Academic Plan (IAP) for students enrolled at that school who are in, or during the course of the school year become placed in, those environments.

This IAP will be developed in consultation with the appropriate staff members and geared towards the student's academic and social/behavioral success. Once developed, the academic plan will be used as a guideline by the District to determine what assistance the student will need in order to meet the goals of the plan.

IAPs must be reviewed by site personnel on a quarterly basis in order to determine if plan goals are being met; make adjustments as needed; and take into account the student's academic advancement or non-advancement within the District.

SB 147, passed in the 80<sup>th</sup> session of the Nevada State Legislature, requires that school districts award and accept full or partial credit for coursework that is satisfactorily completed by a foster pupil without satisfying any attendance requirement for the course or requirement for hours for classroom instruction. Pupils who receive partial credits must also be allowed to appropriately combine those credits, including – without limitation – for the purposes of the total number of credits required for graduation from high school or the minimum number of units of credit required in a core academic subject pursuant to NRS 389.018.

The following is evidence used to determine whether coursework has been satisfactorily completed and the amount of credit to award and accept for the coursework:

- Demonstration of competency by a pupil;
- Performance by a pupil on an examination;
- Successful completion of a program of independent study, or as part of such a program, by the pupil;
- Full or partial credit for coursework completed by a pupil at an accredited public or private school located within or outside of this State that is sought to be transferred;
- Full or partial credit of coursework completed by a pupil at a summer school conducted by an accredited public or private school or institution of higher learning located within or outside of this State that is sought to be transferred;
- Completion by a pupil of a correspondence or distance education course provided by a high school which is nationally accredited or by an entity which appears on the list published by the Department pursuant to NRS 388.834;
- Completion of an apprenticeship program by a pupil;
- Completion of a program by a pupil at a trade or vocational school which is accredited;
- Work experience of a pupil;
- Community service performed by a pupil; and
- Any other evidence or method which is determined to be appropriate by the board of trustees of a school district or sponsor of a charter school, as applicable, and approved by the department.

Schools are encouraged to consider the full spectrum of evidence of coursework completion to remove barriers to credit accrual and on-time graduation for pupils in foster care. A pupil that receives partial credit for coursework or a course of study must be allowed to appropriately combine the partial credit, including, without limitation, for the purposes of the total number of credits required for graduation from high school or the minimum number of units of credit required in a core academic subject pursuant to NRS 389.018.

Graduation Requirements

The Lyon County School District must award the appropriate high school diploma to a pupil in foster care who:

- Transfers to a school operated by the district while the pupil is enrolled in grade 11 or 12; and
- Satisfies the requirements prescribed by the State Board to receive a high school diploma, regardless of whether the pupil satisfies any requirement imposed by the school district.

Additionally, if a homeless or unaccompanied pupil who lives in foster care who transfers to a public school while enrolled in grades 11 or 12 is not able to receive a high school diploma within five years from the date on which the pupil enrolled in ninth grade, the district, the pupil, and the pupil's parent or legal guardian, if applicable shall mutually agree on a modified course of study for the pupil that will assist them in satisfying the requirements for a standard diploma, adjusted diploma, alternative diploma or an adult standard diploma as quickly as possible.

Ref: NRS 424.013, 424.014, 424.015, 424.018, SB370 (76<sup>th</sup> Legislative Session)

Policy  
#JHB Adopted  
~~2/28/2017~~  
Revised 9/22/20

Legal References: Every Student Succeeds Act reauthorized 2015, P.L. 107-110, Title I Sections 11432(g), 11434a, 20 USC 6315c, 20 USC 6311(h)