



NYE COUNTY SCHOOL DISTRICT

484 S WEST STREET • PAHRUMP, NEVADA 89048 • TELEPHONE (775) 727-7743 • FAX (775) 727-7768

EXECUTIVE CABINET

Joseph H. Gent, Ed.D. - Superintendent
Genoveva Lopez-Angelo - Assistant Superintendent
TBD - Assistant Superintendent
Ray Ritchie - Chief Operating Officer
Michelle "Chelle" Wright, PHR - Director of HR

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Larry Small
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Corr:034:26

MEMORANDUM

Date: October 1, 2026

TO: Board of Trustees

FROM: Raymond Ritchie, Chief Operating Officer 

SUBJECT: Request approval for Tuition Agreement between NCSD & adjoining counties

Attached for your approval please find the Tuition Agreement between Nye County School District & Esmeralda County School District and Nye County School District & Lander County School District. These specific agreements are for children that reside outside our district that will be attending NCSD.

Also attached for your approval please find the Tuition Agreement between White Pine County School District & Nye County School District, Eureka County School District & Nye County School District and Clark County School District & Nye County School District. These specific agreements are for children that reside in our district that will be attending at an adjoining school district.

RR:es

Interlocal Contract to Attend Nye County School District

This Interlocal Contract ("Agreement") made and entered into this 30th day of September, 2026, by and between ESMERALDA COUNTY SCHOOL DIST (ECSD), hereinafter referred to as the "Adjoining District", and the Nye County School District, hereinafter referred to as "NCSD" or "Program" both of whom understand and agree as follows:

RECITALS

WHEREAS, Nevada Revised Statute 392.010 authorizes a school district to admit pupils living in an adjoining school district within this State, upon agreement of the parties approved by the Superintendent of Public Instruction; and

WHEREAS, the Adjoining District and NCSD are public agencies empowered to contract with another public agency for the performance of any governmental service, activity, or undertaking, which these public agencies are authorized by law to perform. See NRS 277.180; and

WHEREAS, NCSD is able to provide educational facilities and services to pupils residing in the Adjoining District, as set forth in the Pupil's Individualized Educational Programs ("IEP"); and

WHEREAS, a signed variance form has already been approved by both districts; and

WHEREAS, NCSD represents that it is duly qualified and able to render the services specified hereinafter; and

WHEREAS, the Adjoining District and NCSD desire to enter into this Agreement pursuant to the terms and conditions set forth herein,

NOW THEREFORE, for good and valuable consideration as specified herein, the Adjoining District and NCSD mutually agree as follows:

1. SERVICES PROVIDED:

- a.) Regular Education Students: The NCSD shall provide its usual educational facilities and services, except transportation, to pupils residing in the Adjoining District, for whom it is more practical to attend school in Nye County, Nevada, than to attend school in their school district of residence.
- b.) Special Education Students: The Parties agree that, for the 2026-2027 school year the Adjoining District and NCSD shall provide regular and special education and related services for pupils on a variance from the Adjoining District to NCSD in compliance with the Pupil's IEP as defined by NRS 388.440, et seq., and the Individuals with Disabilities Education Act, 20 U.S.C. §1400, et seq. ("IDEA"), as specifically set forth in this Agreement.

- c.) This Agreement addresses situations when pupils residing in the Adjoining District voluntarily seek and are granted a variance to attend schools in NCSD. Nothing in this agreement precludes the development of a separate agreement in the event that the Adjoining District seeks to place a special education student in NCSD.

2. ADDITIONAL PROVISIONS FOR SPECIAL EDUCATION STUDENTS:

- a.) NCSD will be responsible for completing academic assessment. The Adjoining District will be responsible for completing any other necessary evaluation activities, besides academic assessment, and convening the Pupil's IEP team at the Program in accordance with IDEA, together with appropriate participation from NCSD staff.
- b.) NCSD will be responsible for implementing all provisions contained in the Pupil's IEP, including but not limited to implementing provisions for special education services, supplementary aids and services, related services, and secondary transition services.
- c.) NCSD will be responsible for the costs of any basic related services provided in the Pupil's IEP, excluding transportation.
- d.) The Adjoining District will be responsible for the costs of extraordinary supplementary aids and services, including assistive technology, nursing services, and other extraordinary aids and services that result in additional costs for the NCSD beyond costs to employ general and special education teachers and staff.
- e.) NCSD shall provide necessary special education teacher, general education teacher and any other related service provider participation in any of the Pupil's IEP meetings held at the Program during the term of this Agreement.
- f.) NCSD shall report on each Pupil's progress toward meeting annual goals to parents/guardians according to the method and frequency set forth in each Pupil's IEP.
- g.) The Adjoining District shall be solely responsible for any other aspects, requirements, and/or obligations associated with the Pupil's IEP not specifically addressed herein.
- h.) The Adjoining District shall be responsible to provide a Free Appropriate Public Education ("FAPE") to the Pupil, as that term is defined by the IDEA, and NRS 388.44, et seq. However, based on the Pupil's enrollment in NCSD's facilities as set forth in this Agreement, NCSD shall serve as the Pupil's Case Manager during the Pupil's enrollment and participation in the services described herein, with the Adjoining District acting as the Co-Case Manager. Accordingly, both the Adjoining District and NCSD may access any and all student education records necessary in performing its duties under this Agreement.
- i.) The books, records, documents, and accounting procedures and practices of NCSD relevant to this Agreement shall be subject to inspection, examination, and audit by the State of Nevada, the NDOE, the Attorney General of the State of Nevada, or the Nevada

Legislative Auditor or a duly designated agent or representative, and the Adjoining District.

- j.) NCSD agrees to indemnify, defend, save, and hold the Adjoining District, its agents, and employees harmless from any and all claims, causes of action, or liability arising from the negligence, breach of duty, or wrongful misconduct in the performance of this Agreement by NCSD or the agents or employees of NCSD.
- k.) The Adjoining District agrees to indemnify, defend, save, and hold NCSD, its agents, and employees harmless from any and all claims, causes of action, or liability arising from the negligence, breach of duty, or wrongful misconduct in the performance of this Agreement by the Adjoining District or the agents or employees of the Adjoining District.
- l.) The Adjoining District agrees to indemnify, defend, save, and hold NCSD, its agents and employees harmless from any and all state or federal complaints filed on behalf of a pupil attending NCSD pursuant to a variance from the Adjoining District naming NCSD when such complaints allege violations of laws for which the Adjoining District remains responsible under paragraph 2 and which concern matters arising outside the performance of the Agreement. Such complaints include but are not limited to state complaints or due process complaints filed pursuant to NRS Chapter 388 and NAC Chapter 388, the Americans with Disabilities Act, and Section 504 of the Rehabilitation Act.
- m.) The terms of this Agreement shall commence upon the first day of school, unless modified through mutual agreement, and operate under an Evergreen Clause. This agreement is subject to annual review and approval.

3. MISCELLANEOUS:

- a.) This Agreement may be terminated by either party, with or without cause, upon providing the other party thirty (30) days' written notice.
 - b.) If a parent, legal guardian, and/or student attending NCSD pursuant to a variance from the Adjoining District violates any of the NCSD policies, regulations, or procedures, NCSD may terminate this Agreement within ten (10) days' written notice to the Adjoining District.
- 4. The Parties agree that NCSD, in performing the services herein specified, shall be an independent contractor and not an officer, agent, or employee of the Adjoining District.
 - 5. NCSD shall not assign, transfer, or delegate any rights, obligations or duties under this Agreement without the prior written consent of the Adjoining District.
 - 6. This instrument constitutes the entire Agreement between the Parties and may be modified only by a written amendment properly executed by the Parties.

7. COMPENSATION AND PAYMENT:

- a.) NCSD will enroll the Adjoining District students who attend school in NCSD pursuant to a variance.
- b.) NCSD will be entitled to the PCFP allocation for those enrolled students in accordance with any provisions concerning such enrollment and allocation governed by the Nevada Department of Education.
- c.) NCSD will submit an itemized invoice to the Adjoining District for costs of providing extraordinary supplementary aids, and services, and ESY services to pupils with IEPs. Payment is due within thirty (30) days of receipt of an invoice from NCSD.

8. BILLING: The NCSD shall notify the Adjoining District upon enrollment of student(s) of the amounts due under this Agreement to provide related services, extraordinary supplementary aids, and services, and/or ESY services to pupils with IEPs. If a Pupil's IEP is subsequently revised and the amounts due change as a result, NCSD will notify the Adjoining District of any changes to amount due.

9. TRANSPORTATION: The NCSD does not assume any responsibility or expense for the transportation of students to and from school as a result of granting an out of district variance.

10. TERM: This Agreement shall be for a period of one year commencing on July 1, 2026, and ending on June 30, 2027. This Agreement may be renewed on an annual basis.

11. DEFAULT: In the event either party breaches any provision of this Agreement, the other party may terminate this Agreement upon thirty (30) days' notice.

12. INDEMNIFICATION: The Adjoining District will defend, indemnify and hold harmless the NCSD from and against any and all liabilities, damages, costs, expenses (including any and all attorney's fees), causes of action, suits, claims, demands or judgments of any nature whatsoever arising from (1) any negligence on the part of the Adjoining District or any of its agents, contractors, servants, employees, licensees or invitees and (2) any violations of this Agreement by the Adjoining District.

The NCSD will defend, indemnify and hold harmless the Adjoining District from and against any and all liabilities, damages, costs, expenses (including any and all attorney's fees) causes of action, suits, claims, demands or judgment of any nature whatsoever, up to the limits set forth in NRS, Chapter 41, arising from (1) any sole negligence on the part of the NCSD or any of its agents, contractors, servants, employees, licensees or invitees and (2) any violations of this Agreement by NCSD.

13. NOTICES: All notices, demands, requests, consents, approvals, or other communications (for the purposes of this Section collectively called "Notices") required or permitted to be given hereunder or which are given with respect to this Agreement shall be in writing and shall be delivered by certified mail, return receipt requested, postage prepaid, addressed as follows:

TO: NCSD

Nye County School District
484 S. West St.
Pahrump, NV 89048
Attn: Superintendent

TO: Adjoining District

Esmeralda County School District
233 Ramsey
Goldfield, NV 89013
Attn: Superintendent

Or to such other address as such party shall have specified most recently by like Notice. Notice mailed as provided herein shall be deemed given on the third business day following the date so mailed.

14. FINAL APPROVAL: The principal of the school where the student is seeking to enroll, and the NCSD Special Services Director if applicable, have the final decision to approve or deny enrollment.

15. GOVERNING LAW/VENUE: This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Nevada applicable to agreements made and to be performed wholly within the State of Nevada. Venue shall be in Nye County, Nevada.

16. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understanding, if any, with respect hereto. This Agreement may not be modified, changed or supplemented, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. The parties do not intend to confer any benefit hereunder or any person or entity other than the parties hereto.

17. RECITALS: The Recitals referred to herein and attached hereto are an integral part of this Agreement and are incorporated herein by this reference.

18. FURTHER ASSURANCES: The NCSD and the Adjoining District agree to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require consummating this Agreement or any other agreement contained herein in the manner contemplated hereby.

19. SUCCESSORS AND ASSIGNS; ASSIGNMENT: This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto and to their respective successors. Any attempt to transfer, convey or assign this Agreement shall be null and void and shall result in termination of this Agreement.

20. DATE OF AGREEMENT: The effective date of this Agreement shall be the date of execution of the Superintendent of Public Instruction.

21. ADDENDUM A: Attached to this agreement includes a summary document outlining students that fall under this agreement, as well as the anticipated cost of the agreement.

IN WITNESS WHEREOF, the NCSD and the Adjoining District have duly executed this Agreement as of the date and year indicated herein below.

NYE COUNTY SCHOOL DISTRICT

ATTEST

BY _____
Superintendent

Witness

Date

Date

ESMERALDA COUNTY SCHOOL DISTRICT

BY _____
Superintendent

Witness

Date

Date

APPROVAL OF NEVADA DEPARTMENT OF EDUCATION

BY _____
Superintendent of Public Instruction

Date

Interlocal Contract to Attend Nye County School District

This Interlocal Contract ("Agreement") made and entered into this 30th day of September, 2026, by and between LANDER COUNTY SCHOOL DIST (LCSD), hereinafter referred to as the "Adjoining District", and the Nye County School District, hereinafter referred to as "NCSD" or "Program" both of whom understand and agree as follows:

RECITALS

WHEREAS, Nevada Revised Statute 392.010 authorizes a school district to admit pupils living in an adjoining school district within this State, upon agreement of the parties approved by the Superintendent of Public Instruction; and

WHEREAS, the Adjoining District and NCSD are public agencies empowered to contract with another public agency for the performance of any governmental service, activity, or undertaking, which these public agencies are authorized by law to perform. See NRS 277.180; and

WHEREAS, NCSD is able to provide educational facilities and services to pupils residing in the Adjoining District, as set forth in the Pupil's Individualized Educational Programs ("IEP"); and

WHEREAS, a signed variance form has already been approved by both districts; and

WHEREAS, NCSD represents that it is duly qualified and able to render the services specified hereinafter; and

WHEREAS, the Adjoining District and NCSD desire to enter into this Agreement pursuant to the terms and conditions set forth herein,

NOW THEREFORE, for good and valuable consideration as specified herein, the Adjoining District and NCSD mutually agree as follows:

1. SERVICES PROVIDED:

- a.) Regular Education Students: The NCSD shall provide its usual educational facilities and services, except transportation, to pupils residing in the Adjoining District, for whom it is more practical to attend school in Nye County, Nevada, than to attend school in their school district of residence.
- b.) Special Education Students: The Parties agree that, for the 2026-2027 school year the Adjoining District and NCSD shall provide regular and special education and related services for pupils on a variance from the Adjoining District to NCSD in compliance with the Pupil's IEP as defined by NRS 388.440, et seq., and the Individuals with Disabilities Education Act, 20 U.S.C. §1400, et seq. ("IDEA"), as specifically set forth in this Agreement.

- c.) This Agreement addresses situations when pupils residing in the Adjoining District voluntarily seek and are granted a variance to attend schools in NCSD. Nothing in this agreement precludes the development of a separate agreement in the event that the Adjoining District seeks to place a special education student in NCSD.

2. ADDITIONAL PROVISIONS FOR SPECIAL EDUCATION STUDENTS:

- a.) NCSD will be responsible for completing academic assessment. The Adjoining District will be responsible for completing any other necessary evaluation activities, besides academic assessment, and convening the Pupil's IEP team at the Program in accordance with IDEA, together with appropriate participation from NCSD staff.
- b.) NCSD will be responsible for implementing all provisions contained in the Pupil's IEP, including but not limited to implementing provisions for special education services, supplementary aids and services, related services, and secondary transition services.
- c.) NCSD will be responsible for the costs of any basic related services provided in the Pupil's IEP, excluding transportation.
- d.) The Adjoining District will be responsible for the costs of extraordinary supplementary aids and services, including assistive technology, nursing services, and other extraordinary aids and services that result in additional costs for the NCSD beyond costs to employ general and special education teachers and staff.
- e.) NCSD shall provide necessary special education teacher, general education teacher and any other related service provider participation in any of the Pupil's IEP meetings held at the Program during the term of this Agreement.
- f.) NCSD shall report on each Pupil's progress toward meeting annual goals to parents/guardians according to the method and frequency set forth in each Pupil's IEP.
- g.) The Adjoining District shall be solely responsible for any other aspects, requirements, and/or obligations associated with the Pupil's IEP not specifically addressed herein.
- h.) The Adjoining District shall be responsible to provide a Free Appropriate Public Education ("FAPE") to the Pupil, as that term is defined by the IDEA, and NRS 388.44, et seq. However, based on the Pupil's enrollment in NCSD's facilities as set forth in this Agreement, NCSD shall serve as the Pupil's Case Manager during the Pupil's enrollment and participation in the services described herein, with the Adjoining District acting as the Co-Case Manager. Accordingly, both the Adjoining District and NCSD may access any and all student education records necessary in performing its duties under this Agreement.
- i.) The books, records, documents, and accounting procedures and practices of NCSD relevant to this Agreement shall be subject to inspection, examination, and audit by the State of Nevada, the NDOE, the Attorney General of the State of Nevada, or the Nevada

Legislative Auditor or a duly designated agent or representative, and the Adjoining District.

- j.) NCSD agrees to indemnify, defend, save, and hold the Adjoining District, its agents, and employees harmless from any and all claims, causes of action, or liability arising from the negligence, breach of duty, or wrongful misconduct in the performance of this Agreement by NCSD or the agents or employees of NCSD.
- k.) The Adjoining District agrees to indemnify, defend, save, and hold NCSD, its agents, and employees harmless from any and all claims, causes of action, or liability arising from the negligence, breach of duty, or wrongful misconduct in the performance of this Agreement by the Adjoining District or the agents or employees of the Adjoining District.
- l.) The Adjoining District agrees to indemnify, defend, save, and hold NCSD, its agents and employees harmless from any and all state or federal complaints filed on behalf of a pupil attending NCSD pursuant to a variance from the Adjoining District naming NCSD when such complaints allege violations of laws for which the Adjoining District remains responsible under paragraph 2 and which concern matters arising outside the performance of the Agreement. Such complaints include but are not limited to state complaints or due process complaints filed pursuant to NRS Chapter 388 and NAC Chapter 388, the Americans with Disabilities Act, and Section 504 of the Rehabilitation Act.
- m.) The terms of this Agreement shall commence upon the first day of school, unless modified through mutual agreement, and operate under an Evergreen Clause. This agreement is subject to annual review and approval.

3. MISCELLANEOUS:

- a.) This Agreement may be terminated by either party, with or without cause, upon providing the other party thirty (30) days' written notice.
 - b.) If a parent, legal guardian, and/or student attending NCSD pursuant to a variance from the Adjoining District violates any of the NCSD policies, regulations, or procedures, NCSD may terminate this Agreement within ten (10) days' written notice to the Adjoining District.
- 4. The Parties agree that NCSD, in performing the services herein specified, shall be an independent contractor and not an officer, agent, or employee of the Adjoining District.
 - 5. NCSD shall not assign, transfer, or delegate any rights, obligations or duties under this Agreement without the prior written consent of the Adjoining District.
 - 6. This instrument constitutes the entire Agreement between the Parties and may be modified only by a written amendment properly executed by the Parties.

7. COMPENSATION AND PAYMENT:

- a.) NCSD will enroll the Adjoining District students who attend school in NCSD pursuant to a variance.
- b.) NCSD will be entitled to the PCFP allocation for those enrolled students in accordance with any provisions concerning such enrollment and allocation governed by the Nevada Department of Education.
- c.) NCSD will submit an itemized invoice to the Adjoining District for costs of providing extraordinary supplementary aids, and services, and ESY services to pupils with IEPs. Payment is due within thirty (30) days of receipt of an invoice from NCSD.

8. BILLING: The NCSD shall notify the Adjoining District upon enrollment of student(s) of the amounts due under this Agreement to provide related services, extraordinary supplementary aids, and services, and/or ESY services to pupils with IEPs. If a Pupil's IEP is subsequently revised and the amounts due change as a result, NCSD will notify the Adjoining District of any changes to amount due.

9. TRANSPORTATION: The NCSD does not assume any responsibility or expense for the transportation of students to and from school as a result of granting an out of district variance.

10. TERM: This Agreement shall be for a period of one year commencing on July 1, 2026, and ending on June 30, 2027. This Agreement may be renewed on an annual basis.

11. DEFAULT: In the event either party breaches any provision of this Agreement, the other party may terminate this Agreement upon thirty (30) days' notice.

12. INDEMNIFICATION: The Adjoining District will defend, indemnify and hold harmless the NCSD from and against any and all liabilities, damages, costs, expenses (including any and all attorney's fees), causes of action, suits, claims, demands or judgments of any nature whatsoever arising from (1) any negligence on the part of the Adjoining District or any of its agents, contractors, servants, employees, licensees or invitees and (2) any violations of this Agreement by the Adjoining District.

The NCSD will defend, indemnify and hold harmless the Adjoining District from and against any and all liabilities, damages, costs, expenses (including any and all attorney's fees) causes of action, suits, claims, demands or judgment of any nature whatsoever, up to the limits set forth in NRS, Chapter 41, arising from (1) any sole negligence on the part of the NCSD or any of its agents, contractors, servants, employees, licensees or invitees and (2) any violations of this Agreement by NCSD.

13. NOTICES: All notices, demands, requests, consents, approvals, or other communications (for the purposes of this Section collectively called "Notices") required or permitted to be given hereunder or which are given with respect to this Agreement shall be in writing and shall be delivered by certified mail, return receipt requested, postage prepaid, addressed as follows:

TO: NCSD

Nye County School District
484 S. West St.
Pahrump, NV 89048
Attn: Superintendent

TO: Adjoining District

Lander County School District
450 W. Sixth Street
Battle Mountain, NV 89820
Attn: Superintendent

Or to such other address as such party shall have specified most recently by like Notice. Notice mailed as provided herein shall be deemed given on the third business day following the date so mailed.

14. FINAL APPROVAL: The principal of the school where the student is seeking to enroll, and the NCSD Special Services Director if applicable, have the final decision to approve or deny enrollment.

15. GOVERNING LAW/VENUE: This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Nevada applicable to agreements made and to be performed wholly within the State of Nevada. Venue shall be in Lander County, Nevada.

16. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understanding, if any, with respect hereto. This Agreement may not be modified, changed or supplemented, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. The parties do not intend to confer any benefit hereunder or any person or entity other than the parties hereto.

17. RECITALS: The Recitals referred to herein and attached hereto are an integral part of this Agreement and are incorporated herein by this reference.

18. FURTHER ASSURANCES: The NCSD and the Adjoining District agree to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require consummating this Agreement or any other agreement contained herein in the manner contemplated hereby.

19. SUCCESSORS AND ASSIGNS; ASSIGNMENT: This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto and to their respective successors. Any attempt to transfer, convey or assign this Agreement shall be null and void and shall result in termination of this Agreement.

20. DATE OF AGREEMENT: The effective date of this Agreement shall be the date of execution of the Superintendent of Public Instruction.

21. ADDENDUM A: Attached to this agreement includes a summary document outlining students that fall under this agreement, as well as the anticipated cost of the agreement.

IN WITNESS WHEREOF, the NCSD and the Adjoining District have duly executed this Agreement as of the date and year indicated herein below.

NYE COUNTY SCHOOL DISTRICT

ATTEST

BY _____
Superintendent

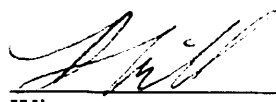
Witness

Date

Date

LANDER COUNTY SCHOOL DISTRICT

BY 
Superintendent


Witness

10-1-26
Date

10-1-26
Date

APPROVAL OF NEVADA DEPARTMENT OF EDUCATION

BY _____
Superintendent of Public Instruction

Date

**INTERLOCAL AGREEMENT BETWEEN
WHITE PINE COUNTY SCHOOL DISTRICT
AND NYE COUNTY SCHOOL DISTRICT**

THIS INTERLOCAL AGREEMENT (Agreement) by and between **NYE COUNTY SCHOOL DISTRICT** (NYE), and the **WHITE PINE COUNTY SCHOOL DISTRICT** (WHITE PINE).

R E C I T A L S

WHEREAS, NRS 392.010 authorizes a school district to admit pupils living in an adjoining state or district upon agreement of the parties and approved by the Superintendent of Public Instruction; and

WHEREAS NYE and WHITE PINE are adjoining school districts located in the State of Nevada; and

WHEREAS, the parties are desirous of entering into an agreement whereby White Pine will operate schools in White Pine County, Nevada for NYE and WHITE PINE pupils in grades kindergarten through twelfth; and

WHEREAS, WHITE PINE is willing and able to provide ordinary services for pupils with disabilities who do not require removal from regular education environments for more than 60% of the school day, in accordance with each pupil's Individualized Educational Program ("IEP"), so long as Residence District transmits to Attendance District the IEP for each such identified pupil and pays Attendance District for such services; and

WHEREAS, the WHITE PINE is willing and able to provide extraordinary services for pupils with disabilities upon execution of separate contracts for the cost of such extraordinary services in accordance with each pupil's IEP.

NOW, THEREFORE, in consideration of the foregoing Recitals, and the mutual terms, covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. **SERVICES PROVIDED:** WHITE PINE agrees to provide its usual educational facilities and services to pupils living in NYE County for whom it is more practical to attend the McGill School in White Pine County, than to attend school in NYE County. These pupils' name, age, grade, county, and state of residence are detailed in Exhibit A, attached, and incorporated hereto.
2. **PAYMENT:** NYE shall pay the sum of ZERO dollars (\$0) for and in consideration of the services described.
3. **SPECIAL CONDITIONS:**
 - a. The parties hereto agree that this agreement shall not become valid or binding upon either party until approved by the governing bodies of each district, the superintendents of both parties, and the Nevada Department of Education.

- b. There is hereby incorporated by reference the same as if specifically written herein all rules, regulations and all other requirements including, but not limited to, compliance with the Nevada Revised Statutes governing Nevada Public Schools; Laws of the State of Nevada; the rules, regulations and policies of the Nevada State Board of Education; and the rules and regulations of the governing board of WHITE PINE. In case of conflict between any provisions of the agreement and such laws, rules and regulations, the rules and regulations of the WHITE PINE shall prevail.
 - c. When a pupil of NYE ceases to attend WHITE PINE, a record of the withdrawal shall be established on the same document that contains the pupil's enrollment information, and NYE is to be immediately notified of the withdrawal. The record must show the day of withdrawal and reason, if known.
 - d. Either District reserves the right to terminate this Agreement by giving 45 days written notice to the other District, provided however, that except as otherwise provided in the following section with respect to a pupil who has been determined to be disruptive, pupils enrolled under this Agreement may complete the current semester in WHITE PINE.
 - e. WHITE PINE reserves the right to terminate its commitment under this Agreement as to any pupil immediately upon notice to NYE if the student is determined by WHITE PINE, in its sole discretion, to be disruptive of the educational environment of WHITE PINE.
4. SPECIAL EDUCATION STUDENTS: The Parties agree that, for the 2026-2027 school year, that White Pine and Nye shall provide education and related services for pupils on an interdistrict transfer in compliance with the Pupil's Individual Education Plan (IEP) as defined by the Individuals with Disabilities Education Act, 20 U.S.C. 1400, et. Seq. (IDEA), as specifically set forth in this agreement.
- a. The District of Residence is responsible for all evaluation activities and screenings.
 - b. The District of Attendance is responsible for academic assessments.
 - c. The District of Residence is responsible for all provisions required under the Individuals with Disabilities Act (IDEA) to include, child find responsibilities, evaluation and eligibility determination, management of a student's IEP, maintaining education records, coordination of special education services.
 - d. The district of residence is responsible for scheduling, planning, and attending all required IEP meetings between the resident district, the district of attendance, parents, and service providers as applicable.
 - e. The district of residence is further responsible for the cost of related services in the student's IEP, along with the cost of any extraordinary services or supports necessary for the attendance district to provide adequate services to the student.
 - f. The district of attendance is responsible for implementing provisions of the student's IEP to include providing necessary special education teachers and

service providers, documentation and reporting of the student's progress toward meeting the goals of their IEP, case management for the student's IEP, and attendance of required IEP team members at IEP meetings in accordance with IDEA during the period of their enrollment.

- g. The district of attendance will provide general and special education services in alignment with the student's IEP.
 - h. All other requirements under the student's IEP are the responsibility of the resident district.
- 5. **TRANSPORTATION:** WHITE PINE will not provide transportation services to NYE pupils.
- 6. **TERM:** This Agreement shall be for a period of one year commencing on July 1, 2026, and ending June 30, 2027. Neither District is bound by this Agreement or any of its covenants after the expiration of said school year.
- 7. **DEFAULT:** In the event either party breaches any provision of this Agreement, the other party may terminate this Agreement upon thirty (30) days' written notice.
- 8. **INDEMNIFICATION:** Each party shall hold harmless and indemnify the other party, its governing board, the individual members thereof, and/or employees for any and all losses, damages, harm, liability, cost, or expense financial or otherwise, resulting or arising from, or as a result of any negligence of its group members, agents, employees and/or volunteers in relation to the activities set forth in this Agreement.
- 9. **NOTICES:** All notices, demands, requests, consents, approvals or other communications (for the purposes of this Section collectively called "Notices") required or permitted to be given hereunder or which are given with respect to this Agreement shall be in writing and shall be delivered by certified mail, return receipt requested, postage prepaid, addressed as follows:
 - TO: WHITE PINE COUNTY SCHOOL DISTRICT
1135 Avenue C
Ely, Nevada 89301
Attention: Chairperson of the Board of Trustees
 - TO: NYE COUNTY SCHOOL DISTRICT
484 S. West Street
Pahrump, Nevada 89048
Attention: President of the Board of Trusteesor to such other address as such party shall have specified. Notices mailed as provided herein shall be deemed given on the third business day following the date so mailed.
- 10. **COUNTERPARTS:** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute but one and the same instrument.
- 11. **GOVERNING LAW:** This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Nevada applicable to

agreements made and to be performed wholly within the State of Nevada. Venue for disputes shall be in White Pine County, Nevada.

12. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings, or agreements. This Agreement may not be modified, changed or supplemented, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing. The parties do not intend to confer any benefit hereunder or any person or entity other than the parties hereto.
13. **WAIVERS, EXTENSIONS:** No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for the performance of any other obligations or acts.
14. **NONWAIVER OF RIGHTS:** No failure or delay of either party in the exercise of any right given to such party hereunder shall constitute a waiver thereof unless the time specified herein for exercise of such right has expired, nor shall any single or partial exercise of any right preclude any other or further exercise thereof or of any other right. The waiver of any breach hereunder shall not be deemed to be a waiver of any other or any subsequent breach hereof.
15. **TITLE AND HEADINGS:** Titles and headings of Sections of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.
16. **FURTHER ASSURANCES:** NYE and WHITE PINE agree to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require to carry out the terms of this Agreement or any other agreement contained herein in the manner contemplated hereby.
17. **SUCCESSORS AND ASSIGNS, ASSIGNMENT:** This Agreement shall be binding upon and shall insure to the benefit of each of the parties hereto and to their respective successors. Any attempt to transfer, convey or assign this Agreement shall be null and void, and shall result in termination of the Agreement.
18. **SEVERABILITY:** The determination that any covenant, agreement, condition or provision of this Agreement is invalid shall not affect the enforceability of the remaining covenants, agreements, conditions or provisions hereof and, in the event of any such determination; this Agreement shall be construed as if such invalid covenant, agreement, condition or provision were not included herein.

IN WITNESS WHEREOF, WHITE PINE and NYE have duly executed this Agreement as of the date and year indicated herein below.

WHITE PINE COUNTY SCHOOL DISTRICT
County of White Pine
State of Nevada

NYE COUNTY SCHOOL DISTRICT
County of Nye
State of Nevada

DATED: 8/4/, 2026.

DATED: _____, 2026.

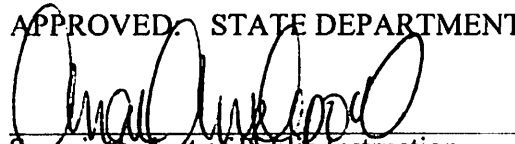

Chairperson, Board of School Trustees

President, Board of School Trustees

Superintendent

Superintendent

APPROVED. STATE DEPARTMENT OF EDUCATION, Carson City, Nevada


Superintendent of Public Instruction

DATED: _____, 2026.

EXHIBIT A

NAME	AGE	GRADE	COUNTY	STATE OF RESIDENCE

**INTERLOCAL TUITION AGREEMENT
TO ATTEND EUREKA COUNTY SCHOOL DISTRICT**

THIS AGREEMENT ("Agreement") is made and entered into on this 13th day of October, 2026, between EUREKA COUNTY SCHOOL DISTRICT, hereinafter called "Attendance District," and NYE COUNTY SCHOOL DISTRICT, hereinafter called "Residence District," for the purpose of providing educational services to nonresident pupils of Eureka County School District.

W I T N E S E T H

WHEREAS, NRS 392.010 authorizes a school district to admit pupils residing in an adjoining County upon agreement of the parties approved by the Superintendent of Public Instruction; and

WHEREAS, the Attendance District and Residence District are public agencies empowered to contract with another public agency for the performance of any governmental service, activity, or undertaking, which these public agencies are authorized by law to perform (See NRS 277.180); and

WHEREAS, the Attendance District is willing to admit into its public schools and able to provide to the pupils of the Residence District comparable instruction and facilities for learning as are furnished the pupils of the Attendance District; and

WHEREAS, the Attendance District is willing and able to provide educational facilities and services to pupils in the Residence District, as set forth in the Pupil's Individual Educational Programs ("IEP"); and

WHEREAS, the Attendance District is willing and able to provide extraordinary services for pupils with disabilities upon execution of separate contracts for the cost of such extraordinary services in accordance with each pupil's IEP; and

WHEREAS, a signed variance from has already been approved by both districts; and

WHEREAS, the Attendance District represents that it is duly qualified and able to render the services specified hereinafter; and

WHEREAS, the Attendance District and the Residence District desire to enter into this Agreement pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing Recitals, and the mutual terms, covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. Services Provided.

A. Regular Education Students: The Attendance District shall provide its usual educational facilities and services, except transportation, to pupils residing in the Residence

District, for whom it is more practical to attend school in the Attendance District, than to attend in the Residence District.

B. Special Education Students: The Parties agree that for the 2026-2027 school year, the Parties shall provide regular and special education and related services for pupils on a variance from the Residence District to the Attendance District in compliance with the Pupil's IEP as defined by NRS 388.440, et. seq., and the Individuals with Disabilities Education Act, 20 U.S.C. §1400, et. seq. ("IDEA"), as specifically set forth in this Agreement.

C. This Agreement addresses situations when pupils residing in the Residence District voluntarily seek and are granted a variance to attend in the Attendance District. Nothing in this agreement precludes the development of a separate agreement in the event that the Residence District seeks to place a special education student in the Attendance District.

2. Additional Provisions For Special Education Students.

A. The Attendance District will be responsible for completing academic assessment. The Residence District will be responsible for completing any other necessary evaluation activities, besides academic assessment, and convening the Pupil's IEP team at the Attendance District in accordance with IDEA, together with appropriate participants from the Attendance District staff.

B. The Attendance District will be responsible for implementing all provisions contained in the Pupil's IEP, including but not limited to implementing provisions for special education services, supplementary aids and services, related services, and secondary transition services.

C. The Attendance District will be responsible for the costs of any basic related services provided in the Pupil's IEP, excluding transportation.

D. The Residence District will be responsible for the costs of extraordinary supplementary aids and services, including assistive technology, nursing services, and other extraordinary aids and services that result in additional costs beyond costs to employ general and special education teachers and staff.

E. The Attendance District shall provide necessary special education teacher, general education teacher and any other related service provider participation in any of the Pupil's IEP meetings held during the term of this Agreement.

F. The Attendance District shall report on each Pupil's progress toward meeting annual goals to parents/guardians according to the method and frequency set forth in each Pupil's IEP.

G. The Residence District shall be solely responsible for any other aspects, requirements, and/or other obligations associated with the Pupil's IEP not specifically addressed herein.

H. The Residence District shall be responsible to provide a Free Appropriate Public Education ("FAPE") to the Pupil, as that term is defined by the IDEA, and NRS 388.44, et seq. However, based on the Pupil's enrollment in the Attendance District's facilities as set forth in this Agreement, the Attendance District shall serve as the Pupil's Case Manager during the Pupil's enrollment and participation in the services described herein, with the Residence District acting as the Co-Case Manager. Accordingly, both the Residence District and the Attendance District may access any and all student education records necessary in performing its duties under this Agreement.

I. The books, records, documents, and accounting procedures and practices of the Attendance District relevant to this Agreement shall be subject to inspection, examination, and audit by the State of Nevada, the NDOE, the Attorney General of the State of Nevada, or the Nevada Legislative Auditor or a duly designated agent or representative, and the Residence District.

J. the Attendance District agrees to indemnify, defend, save, and hold the Residence District, its agents, and employees harmless from any and all claims, causes of action, or liability arising from the negligence, breach of duty, or wrongful misconduct in the performance of this Agreement by the Attendance District or the agents or employees of the Attendance District.

K. The Residence District agrees to indemnify, defend, save, and hold the Attendance District, its agents, and employees harmless from any and all claims, causes of action, or liability arising from the negligence, breach of duty, or wrongful misconduct in the performance of this Agreement by the Residence District or the agents or employees of the Residence District.

L. The Residence District agrees to indemnify, defend, save, and hold the Attendance District, its agents and employees harmless from any and all state or federal complaints filed on behalf of a pupil attending the Attendance District pursuant to a variance from the Residence District naming the Attendance District when such complaints allege violations of laws for which the Residence District remains responsible under paragraph 2 and which concern matters arising outside the performance of the Agreement. Such complaints include but are not limited to state complaints or due process complaints filed pursuant to NRS Chapter 388 and NAC Chapter 388, the Americans with Disabilities Act, and Section 504 of the Rehabilitation Act.

M. The terms of this Agreement shall commence upon the first day of school, unless modified through mutual agreement, and operate under an Evergreen Clause. This agreement is subject to annual review and approval.

3. Miscellaneous.

A. This Agreement may be terminated by either party, with or without cause, upon providing the other party thirty (30) days' written notice.

B. If a parent, legal guardian, and/or student attending the Attendance District pursuant to a variance from the Residence District violates any of the Attendance District policies, regulations, or procedures, the Attendance District may terminate this Agreement within ten (10) days' written notice to the Residence District.

C. The Parties agree that the Attendance District, in performing the services herein specified, shall be an independent contractor and not an officer, agent, or employee of the Residence District.

D. The Attendance District shall not assign, transfer, or delegate any rights, obligations or duties under this Agreement without the prior written consent of the Residence District.

E. This instrument constitutes the entire Agreement between the Parties and may be modified only by a written amendment properly executed by the Parties.

4. Compensation and Payment.

A. The Attendance District will enroll the Residence District students who attend school in The Attendance District pursuant to a variance.

B. The Attendance District will be entitled to the PCFP allocation for those enrolled students in accordance with any provisions concerning such enrollment and allocation

governed by the Nevada Department of Education.

C. The Attendance District will submit an itemized invoice to the Residence District for costs of providing extraordinary supplementary aids, and services, and ESY services to pupils with IEPs. Payment is due within thirty (30) days of receipt of an invoice from The Attendance District.

5. Billing.

The Attendance District shall notify the Residence District upon enrollment of student(s) of the amounts due under this Agreement to provide related services, extraordinary supplementary aids, and services, and/or ESY services to pupils with IEPs. If a Pupil's IEP is subsequently revised and the amounts due change as a result, The Attendance District will notify the Residence District of any changes to amount due.

6. Transportation.

The Attendance District does not assume any responsibility or expense for the transportation of students to and from school as a result of granting an out of district variance.

7. Term.

This Agreement shall be for a period of one year commencing on July 1, 2026, and ending on June 30, 2027. This Agreement may be renewed on an annual basis.

8. Default.

In the event either party breaches any provision of this Agreement, the other party may terminate this Agreement upon thirty (30) days' notice.

9. Indemnification.

The Residence District will defend, indemnify and hold harmless the Attendance District from and against any and all liabilities, damages, costs, expenses (including any and all attorney's fees), causes of action, suits, claims, demands or judgments of any nature whatsoever arising from (1) any negligence on the part of the Residence District or any of its agents, contractors, servants, employees, licensees or invitees and (2) any violations of this Agreement by the Residence District.

The Attendance District will defend, indemnify and hold harmless the Residence District from and against any and all liabilities, damages, costs, expenses (including any and all attorney's fees) causes of action, suits, claims, demands or judgment of any nature whatsoever, up to the limits set forth in NRS, Chapter 41, arising from (1) any sole negligence on the part of the Attendance District or any of its agents, contractors, servants, employees, licensees or invitees and (2) any violations of this Agreement by The Attendance District.

10. Notices.

All notices, demands, requests, consents, approvals, or other communications (for the purposes of this Section collectively called "Notices") required or permitted to be given hereunder or which are given with respect to this Agreement shall be in writing and shall be delivered by certified mail, return receipt requested, postage prepaid, addressed as follows:

To: Attendance District Nye County School District
484S West St.
Pahrump, NV 89248

To: Residence District Eureka County School District
660 Mathew Street
Eureka, NV 89316

Or to such other address as such party shall have specified most recently by like Notice. Notice mailed as provided herein shall be deemed given on the third business day following the date so mailed.

11. Final Approval.

The principal of the school where the student is seeking to enroll, and the Attendance Special Services Director if applicable, have the final decision to approve or deny enrollment.

12. Governing Law/Venue.

This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Nevada applicable to agreements made and to be performed wholly within the State of Nevada. Venue shall be in Eureka County, Nevada.

13. Entire Agreement.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understanding, if any, with respect hereto. This Agreement may not be modified, changed or supplemented, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. The parties do not intend to confer any benefit hereunder or any person or entity other than the parties hereto.

14. Recitals.

The Recitals referred to herein and attached hereto are an integral part of this Agreement and are incorporated herein by this reference.

15. Further Assurances.

The Attendance and the Residence District agree to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require consummating this Agreement or any other agreement contained herein in the manner contemplated hereby.

16. Successors and Assigns; Assignment.

This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto and to their respective successors. Any attempt to transfer, convey or assign this Agreement shall be null and void and shall result in termination of this Agreement.

17. Date of Agreement.

The effective date of this Agreement shall be the date of execution of the Superintendent of Public Instruction.

Addendum A: Attached to this agreement includes a summary document outlining students that fall under this Agreement, as well as the anticipated cost of the Agreement.

In Witness Whereof, the parties have duly executed this Agreement.

**GOVERNING BOARD OF
ATTENDANCE DISTRICT**

By: _____
Eureka Superintendent

Attest By: _____

**GOVERNING BOARD OF
RESIDENCE DISTRICT**

By: _____
Nye Superintendent

Attest By: _____

APPROVAL OF DEPARTMENT OF EDUCATION

By: _____
Superintendent of Public Instruction

Interlocal Contract to Attend Clark County School District

This Interlocal Contract ("Agreement") made and entered into between Nye County School District (NCSD), hereinafter referred to as the "Adjoining District," and the Clark County School District, hereinafter referred to as "CCSD," both of whom understand and agree as follows:

RECITALS

WHEREAS, Nevada Revised Statute (NRS) 392.010 authorizes a school district to admit pupils living in an adjoining school district within this State, upon agreement of the parties approved by the Superintendent of Public Instruction; and

WHEREAS, the Adjoining District and CCSD are public agencies empowered to contract with another public agency for the performance of any governmental service, activity, or undertaking, which these public agencies are authorized by law to perform. See NRS 277.180; and

WHEREAS, CCSD is able to provide educational facilities and services to pupils residing in the Adjoining District, as set forth in the Pupil's Individualized Educational Programs ("IEP"); and

WHEREAS, a signed the applicable variance form (sometimes called a "Change of School Assignment") has already been approved by both districts; and

WHEREAS, CCSD represents that it is duly qualified and able to render the services specified hereinafter; and

WHEREAS, the Adjoining District and CCSD desire to enter into this Agreement pursuant to the terms and conditions set forth herein,

NOW THEREFORE, for good and valuable consideration as specified herein, the Adjoining District and CCSD mutually agree as follows:

1. SERVICES PROVIDED:

- a.) **Regular Education Students:** The CCSD shall provide its usual educational facilities and services, except transportation, to pupils residing in the Adjoining District, for whom it is more practical to attend school in Clark County, Nevada, than to attend school in their school district of residence.
- b.) **Special Education Students:** The Parties agree that, for the 2025-2026 school year the CCSD shall provide special education, except, and related services for Special Education pupils on a variance from the Adjoining District in compliance with the pupil's IEP as defined by NRS 388.440, et seq., and the Individuals with Disabilities Education Act, 20 U.S.C. § 1400, et seq. ("IDEA"), as specifically set forth in this Agreement.
- c.) This Agreement addresses situations when pupils residing in the Adjoining District voluntarily seek and are granted a variance to attend schools in the CCSD.

2. ADDITIONAL PROVISIONS FOR SPECIAL EDUCATION STUDENTS:

- a.) CCSD will be responsible for completing the academic assessment and convening the Pupil's IEP team at CCSD in accordance with IDEA, together with appropriate participation from Adjoining District and CCSD staff. The Adjoining District will be responsible for completing any other necessary evaluation activities, besides academic assessment, and other responsibilities as outlined in Nevada Department of Education Guidance Memorandum 23-08.
- b.) CCSD will be responsible for implementing all provisions contained in the Pupil's IEP, including but not limited to implementing provisions for special education services, supplementary aids and services, related services, and secondary transition services.
- c.) CCSD will be responsible for the costs of any basic related services provided in the pupil's IEP, excluding transportation.
- d.) The Adjoining District will be responsible for the costs of extraordinary supplementary aids and services, including assistive technology, nursing services, and other extraordinary aids and services that result in additional costs for the CCSD beyond costs to provide basic educational services to general and special education teachers and staff.
- e.) CCSD shall facilitate the attendance of an appropriate and necessary special education teacher(s), general education teacher(s), and any other related service provider(s) for participation in any of the Pupil's IEP meetings held at CCSD during the term of this Agreement.
- f.) CCSD shall report on each Pupil's progress toward meeting annual goals to parents/guardians according to the method and frequency set forth in each Pupil's IEP.
- g.) The Adjoining District shall be solely responsible for any other aspects, requirements, and/or obligations associated with the Pupil's IEP not specifically addressed herein.
- h.) The Adjoining District shall be responsible for providing a Free Appropriate Public Education ("FAPE") to the Pupil, as that term is defined by the IDEA, and NRS 388.44, et seq. However, based on the Pupil's enrollment in CCSD's facilities as set forth in this Agreement, CCSD shall serve as the Pupil's Case Manager during the Pupil's enrollment and participation in the services described herein, with the Adjoining District acting as the Co-Case Manager. Accordingly, both the Adjoining District and CCSD may access any and all student education records necessary in performing its duties under this Agreement.
- i.) The books, records, documents, and accounting procedures and practices of CCSD relevant to this Agreement shall be subject to inspection, examination, and audit by the State of Nevada, the NDOE, the Attorney General of the State of Nevada, or the Nevada

Legislative Auditor or a duly designated agent or representative, and the Adjoining District.

- j.) The terms of this Agreement shall commence upon the first day of school designated on the CCSD School Calendar for Students, unless modified through written agreement. This Agreement is subject to annual review and approval.

3. MISCELLANEOUS:

- a.) This Agreement may be terminated by either party, with or without cause, upon providing the other party thirty (30) days' written notice.
 - b.) If a parent or legal guardian of a student attending CCSD pursuant to a variance from the Adjoining District violates any of the CCSD policies, regulations, or procedures, CCSD may terminate this Agreement within ten (10) days' and with written notice to the Adjoining District.
4. The Parties agree that CCSD, in performing the services herein specified, shall be an independent contractor and not an officer, agent, or employee of the Adjoining District.
5. CCSD shall not assign, transfer, or delegate any rights, obligations or duties under this Agreement any differently for pupils from the Adjoining District, that it does for CCSD pupils without the prior written consent of the Adjoining District.
6. This instrument constitutes the entire Agreement between the Parties and may be modified only by a written amendment properly executed by the Parties.

7. COMPENSATION AND PAYMENT:

- a.) CCSD will enroll the Adjoining District students who attend school in CCSD pursuant to a variance.
 - b.) CCSD will be entitled to the Pupil-Centered Funding Plan allocation amount for enrolled students from the Adjacent District in accordance with any provisions concerning such enrollment and allocation governed by the Nevada Department of Education.
 - c.) CCSD will submit an itemized invoice to the Adjoining District for costs of providing related services, extraordinary supplementary aids, and services, and ESY services to pupils with IEPs. Payment is due within thirty (30) days of receipt of an invoice from CCSD.
- 8. BILLING:** The CCSD shall notify the Adjoining District upon enrollment of student(s) of the amounts due under this Agreement to provide related services, extraordinary supplementary aids, and services, and/or ESY services to pupils with IEPs. If a Pupil's IEP is subsequently revised and the amounts due change as a result, CCSD will notify the Adjoining District of any changes to the amount due.

9. TRANSPORTATION: The CCSD does not assume any responsibility or expense for the transportation of students to and from school as a result of granting an out-of-district variance, or enrollment in a CCSD school.

10. TERM: This Agreement shall be for a period of three (3) years commencing on July 1, 2026, and ending on June 30, 2029.

11. DEFAULT: In the event either party breaches any provision of this Agreement, the other party may terminate this Agreement upon thirty (30) days' notice.

12. INDEMNIFICATION:

- a.) CCSD agrees to indemnify, defend, save, and hold the Adjoining District, its agents, and employees harmless from any and all claims, causes of action, or liability arising from the negligence, breach of duty, or intentional misconduct in the performance of this Agreement by CCSD or the agents or employees of CCSD.
- b.) The Adjoining District agrees to indemnify, defend, save, and hold CCSD, its agents, and employees harmless from any and all claims, causes of action, or liability arising from the negligence, breach of duty, or intentional misconduct in the performance of this Agreement by the Adjoining District or the agents or employees of the Adjoining District.
- c.) The Adjoining District agrees to indemnify, defend, save, and hold CCSD, its agents and employees harmless from any and all state or federal complaints filed on behalf of a pupil attending CCSD pursuant to a variance from the Adjoining District, which name CCSD as a party when such complaints allege violations of laws for which the Adjoining District remains responsible under paragraph 2 and which concern matters arising outside the performance of the Agreement. Such complaints include but are not limited to state complaints or due process complaints filed pursuant to NRS Chapter 388 and NAC Chapter 388, the Americans with Disabilities Act, and Section 504 of the Rehabilitation Act.
- d.) Both parties may assert limits to liability under NRS, Chapter 41.

13. NOTICES: All notices, demands, requests, consents, approvals, or other communications (for the purposes of this Section collectively called "Notices") required or permitted to be given hereunder or which are given with respect to this Agreement shall be in writing and shall be delivered by certified mail, return receipt requested, postage prepaid, addressed as follows:

TO: CCSD
Clark County School District
5100 West Sahara Avenue
Las Vegas, NV 89146
Attn: Superintendent

TO: Adjoining District Nye County School District
484 South West Street
Pahrump, NV 89048
Attn: Raymond Ritchie

Or to such other address as such party shall have specified most recently by like Notice. Notice mailed as provided herein shall be deemed given on the third business day following the date so mailed.

14. FINAL APPROVAL: The CCSD shall follow all existing protocols to reach a final decision to approve or deny a variance and enrollment.

15. GOVERNING LAW AND VENUE: This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Nevada without regard to the conflict of laws principles of any other state. The duties set forth in this Agreement are to be performed wholly within the State of Nevada. The ~~V~~venue for any actions directly related to this Agreement shall be in Clark County, Nevada.

16. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understanding, if any, with respect hereto. This Agreement may not be modified, changed or supplemented, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.

17. RECITALS: The Recitals referred to herein and attached hereto are an integral part of this Agreement and are incorporated herein by this reference.

18. FURTHER ASSURANCES: The CCSD and the Adjoining District agree to do such further acts necessary to execute and deliver such additional agreements and instruments as the other may reasonably require to effectuate this Agreement or any other agreement contained herein.

19. SUCCESSORS AND ASSIGNS; ASSIGNMENT: This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto and to their respective successors. Any attempt to transfer, convey or assign this Agreement shall be null and void and shall result in termination of this Agreement. The parties do not intend to confer any benefit hereunder or any person or entity other than the parties hereto. There are no third-party beneficiaries to this Agreement.

20. DATE OF AGREEMENT: The effective date of this Agreement shall be the date of execution of the Superintendent of Public Instruction.

IN WITNESS WHEREOF, the CCSD and the Adjoining District have duly executed this Agreement as of the date and year indicated herein below.

CLARK COUNTY SCHOOL DISTRICT

BY: Emily Stevens Date
President, CCSD Board of Trustees

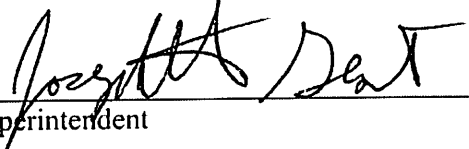
BY: Lydia Dominguez Date
Clerk, CCSD Board of Trustees

BY: Jhone M. Ebert Date
CCSD Superintendent of Schools

Approved As to Form:

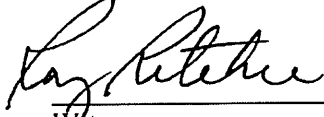
BY: Jon Okazaki Date
General Counsel

NYE COUNTY SCHOOL DISTRICT

BY: 
Superintendent

9/9/26
Date

ATTEST


Witness

9/9/26
Date

APPROVAL OF NEVADA DEPARTMENT OF EDUCATION

BY: _____
Superintendent of Public Instruction

Date