NYE COUNTY SCHOOL DISTRICT



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EXECUTIVE CABINET

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MEMORANDUM

Date:

October 23, 2025

TO:

Board of Trustees

FROM:

Raymond Ritchie, Chief Operating Officer

SUBJECT:

Request approval for Library Contracts

Attached for your approval please find the Library Contracts between Nye County School District & Amargosa, Nye County School District & Gabbs and Nye County School District & Smoky Valley.

Please reach out to me prior to the meeting with any questions.

RR:es

AMARGOSA LIBRARY SERVICES CONTRACT 2025-2026

This agreement is made by and entered into effective this 13th day of November, 2025, by and between the Nye County School District (hereinafter "NCSD") and the Amargosa Community Library Board (hereinafter "Board").

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

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

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

NOW, THEREFORE, it is mutually agreed as follows:

- 1. This contract shall commence on July 1, 2025, and shall terminate on June 30, 2026. This contract may be amended at any time by written agreement of the parties.
- 2. It is agreed that NCSD may recommend the appointment of one person to the library board.
- 3. The Amargosa Community Library agrees to assume the costs and responsibility for all insurance on the facility and its contents and further shall maintain in force personal liability insurance for the library facility.
- 4. It is expressly agreed by the parties of this contract that under the principles of equal access the students of the Amargosa School will have access to the materials housed in the Amargosa Library, regardless of the source of the funds used to purchase such materials.
- 5. The Amargosa Community Library agrees that any portion of funds used solely for the purchase of curriculum support materials or any curriculum materials supplied directly by NCSD shall become, remain, and be marked "Property of the Nye County School District". Upon termination of this agreement, this property shall be allocated to the parties in proportion to their expenditures which result in the acquisition of such property.
- 6. NCSD herewith agrees to pay the Amargosa Community Library Board a mutually agreed sum of \$67 per student based on the Average Daily Enrollment (ADE) on October 1st of this school year, to be used by the Amargosa Community Library in defraying the costs of materials, personnel, and services hereinafter described to be rendered to the students of the Amargosa School.

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

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

AMARGOSA COMMUNITY LIBRARY TRUSTEES	BOARD OF TRUSTEES NYE COUNTY SCHOOL DISTRICT
ByLibrarian/Trustee	President
Dated:	Dated: November 13, 2025
As of October 1, 2025 Enrollment: 128 x \$	67 = \$8,576.00.

GABBS LIBRARY SERVICES CONTRACT 2025-2026

This agreement is made and entered into effective this 13th day of November, 2025, by and between the Nye County School District (hereinafter "NCSD") and the Gabbs Community Library Board.

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

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

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

NOW, THEREFORE, it is mutually agreed as follows:

- 1. This contract shall commence on July 1, 2025, and shall terminate on June 30, 2026. This contract may be amended at any time by written agreement of the parties.
- 2. It is agreed that NCSD may recommend the appointment of one person to the library board.
- 3. The Gabbs Community Library agrees to assume the costs and responsibility for all insurance on the facility and its contents and further shall maintain in force personal liability insurance for the library facility.
- 4. It is expressly agreed by the parties of this contract that under the principles of equal access, all library patrons shall have equal access to the materials housed in the Gabbs Library, regardless of the source of the funds used to purchase such materials.
- 5. The Gabbs Community Library agrees that any portion of funds used solely for the purchase of curriculum support materials or any curriculum materials supplied directly by NCSD shall become, remain, and be marked "Property of the Nye County School District". Upon termination of this agreement, all property acquired during the term of this agreement shall be allocated to the parties in proportion to their expenditures which result in the acquisition of such property.
- 6. NCSD herewith agrees to pay the Gabbs Community Library Board a mutually agreed sum of \$67 per student based on the Average Daily Enrollment (ADE) on October 1st of this school year, to be used by the Gabbs Community Library in defraying the costs of materials, personnel, and services herein described to be rendered to the students of the Gabbs School. Nevertheless, NCSD agrees to pay for not less than 100 students.

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

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

GABBS COMMUNITY LIBRARY TRUSTEES NYE COUNTY SCHOOL DISTRICT By: Librarian/Trustee By: President Date: November 13, 2025

First Month Enrollment: $100 \times \$67 = \$6,700.00$.

(As of October 1, 2025 Enrollment = 15)

SMOKY VALLEY LIBRARY SERVICES CONTRACT 2025-2026

This agreement is made and entered into effective this 13th day of November, 2025, by and between the Nye County School District (hereinafter "NCSD") and the Smoky Valley Library District.

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

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

NOW, THEREFORE, it is mutually agreed as follows:

- 1. This contract shall commence on July 1, 2025, and shall terminate on June 30, 2026. This contract may be amended at any time by written consent of the parties.
- 2. It is agreed that NCSD may recommend the appointment of one person to the library board.
- 3. The Smoky Valley Library District agrees to assume the costs and responsibility for all insurance on the Round Mountain facility and its contents and further shall maintain in force personal liability insurance for the library facility.
- 4. It is expressly agreed by the parties of this contract that under the principles of equal access, all library patrons shall have equal access to the materials housed in the Round Mountain Library, regardless of the source of the funds used to purchase such materials.
- 5. The Smoky Valley Library District agrees that any portion of funds used solely for the purchase of curriculum support materials or any curriculum materials supplied directly by NCSD shall become, remain, and be marked "Property of Nye County School District". Upon termination of this agreement, this property shall be allocated to the parties in proportion to their expenditures, which result in the acquisition of such property.
- 6. NCSD herewith agrees to pay the Smoky Valley Library District a mutually agreed sum of \$67 per student based on the Average Daily Enrollment (ADE) on October 1st of each school year, to be used by the Round Mountain Community Library in defraying the costs of materials, personnel, and services hereinafter described to be rendered to the students of the Round Mountain schools.

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

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

SMOKY VALLEY LIBRARY DISTRICT BOARD OF TRUSTEES	BOARD OF TRUSTEES NYE COUNTY SCHOOL DISTRICT
By:	By: President
Date:	Date: November 13, 2025

As of October 1, 2025 Enrollment: $245 \times $67 = $16,415.00$