

Interlocal Contract to Attend Nye County School District

This Interlocal Contract ("Agreement") made and entered into this 21st day of August, 2025, 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 2025-2026 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, 2025, and ending on June 30, 2026. 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