



NYE COUNTY SCHOOL DISTRICT
Board of Trustees
Regular Agenda

A Regular of the Board of Trustees of Nye County School District will be held on Monday, October 5, 2009, beginning at 6:30 PM at the Southern District Office Boardroom, 484 S West Street, Pahrump, NV 89048.

The subjects to be discussed, considered, or acted upon are listed below. Items do not have to be taken in the order presented below and the Board may combine two or more agenda items for consideration at any time. The Board may also remove any items on the agenda or delay discussion relating to any item listed on the agenda at any time. Unless removed from the Consent Agenda, items identified within the Consent Agenda will be acted on at one time.

1. CALL TO ORDER
 - A. PLEDGE OF ALLEGIANCE
 - B. ROLL CALL
2. ADOPTION OF AGENDA, ACTION ITEM
3. CONSENT CALENDAR, ACTION ITEM
 - A. APPROVAL OF SEPTEMBER 14, 2009 REGULAR MEETING MINUTES
 - B. APPROVAL OF SEPTEMBER 14, 2009 EXECUTIVE SESSION MINUTES
 - C. APPROVAL OF REQUESTS FOR IMMUNIZATION EXEMPTION PURSUANT TO NRS 392.437 & 392.439.
 - D. APPROVAL FOR STUDENTS UNDER THE AGE OF 18 TO TAKE THE GED PURSUANT TO NRS 385.448 AND/OR ENROLL IN ADULT EDUCATION
 - E. ACCEPTANCE OF HOME SCHOOL APPLICATIONS
 - F. APPROVAL OF 2009-10 AMARGOSA LIBRARY CONTRACT
 - G. APPROVAL OF 2009-10 GABBS LIBRARY CONTRACT
 - H. APPROVAL OF 2009-10 SMOKY VALLEY LIBRARY CONTRACT
 - I. APPROVAL OF 2009-10 TUITION AGREEMENT WITH ESMERALDA COUNTY SCHOOL DISTRICT
 - J. APPROVAL OF 2009-10 TUITION AGREEMENT WITH MONO COUNTY, CALIFORNIA
4. APPROVAL OF WARRANTS, ACTION ITEM
5. REPORTS, INFORMATIONAL ITEM

- A. SUPERINTENDENT'S REPORT
- B. ADMINISTRATOR REPORTS
- C. BOARD REPORTS/BOARD COMMITTEE REPORTS
- 6. PUBLIC INPUT, INFORMATIONAL ITEM
- 7. BOARD APPOINTMENTS, ACTION ITEM
- 8. CHANGE OF DATE/LOCATION OF FUTURE BOARD MEETINGS, ACTION ITEM
- 9. DECISION REGARDING SUBDIVISION MAPS, ACTION ITEM
- 10. APPROVAL OF GRANTS, ACTION ITEM
- 11. RECOGNITIONS, INFORMATIONAL ITEM
- 12. PRESENTATION ON BONDING CAPACITY, INFORMATIONAL ITEM
- 13. SELECTION OF ARCHITECT FOR PAHRUMP VALLEY HIGH SCHOOL RENOVATION, ACTION ITEM
- 14. SELECTION OF ARCHITECT FOR MANSE REPLACEMENT SCHOOL, ACTION ITEM
- 15. SELECTION OF ARCHITECT TO ASSIST WITH STUDY ON BETTER UTILIZATION OF SPACE IN TONOPAH ELEMENTARY SCHOOLS, ACTION ITEM
- 16. DISCUSSION REGARDING ATTENDANCE RATES FOR 2008-09 SCHOOL YEAR & PAST YEARS, INFORMATIONAL ITEM
- 17. PRESENTATION ON 2010 CENSUS AND POSSIBLE APPROVAL OF RESOLUTION, ACTION ITEM
- 18. DISCUSSION/POSSIBLE APPROVAL OF SECOND READING, POLICY 1320 - PUBLIC ACCESS TO DISTRICT RECORDS, ACTION ITEM
- 19. DISCUSSION/POSSIBLE APPROVAL OF SECOND READING, POLICY 3540 - FIXED ASSETS INVENTORY, ACTION ITEM
- 20. DISCUSSION/POSSIBLE APPROVAL OF SECOND READING, POLICY 6145 - STAFF CONDUCT IN CYBERSPACE, ACTION ITEM
- 21. DISCUSSION/POSSIBLE APPROVAL OF SECOND READING, POLICY 7020 - TITLE IX - STUDENTS, ACTION ITEM
- 22. DISCUSSION/POSSIBLE APPROVAL OF SECOND READING, POLICY 7335 - STUDENT CONDUCT IN CYBERSPACE, ACTION ITEM
- 23. DISCUSSION/POSSIBLE APPROVAL OF SECOND READING, POLICY 7350 - GANG AFFILIATION & ACTIVITY, ACTION ITEM
- 24. DISCUSSION/POSSIBLE DECISION REGARDING ADDITION/DELETION OF PERSONNEL POSITIONS IN 2009-10 CONTRACT YEAR, ACTION ITEM
- 25. EXECUTIVE (CLOSED) SESSION
 - A. DISCUSSION REGARDING POSSIBLE STUDENT RIGHTS VIOLATIONS IN REGARDS TO RESTRAINTS
 - B. DISCUSSION REGARDING PERSONNEL ITEMS

C. DISCUSSION REGARDING LEGAL ITEMS

D. DISCUSSION REGARDING NEGOTIATIONS

26. DECISION REGARDING POSSIBLE STUDENT RIGHTS VIOLATIONS, ACTION ITEM

27. APPROVAL OF FUTURE AGENDA ITEMS, ACTION ITEM

28. ADJOURNMENT, ACTION ITEM

This Meeting will be streamed live online via the link

<https://livestream.nyeschools.org/ViewStream.html> on the Nye County School District website.

Click on the following link if you have difficulties with the live streaming:

<https://bit.ly/ncsdbotmeetings>.

Public input may be accepted live via email for the duration of the Meeting and shared during the public input designated timeframe (all rules and timelines as listed in the Agenda still apply). Public comments made by members of the public attending the meeting virtually must be emailed to publiccomment@nyeschools.org and must include:

- a. The author's first and last name
- b. The author's phone number (will not be read with comment)
- c. Date of the Meeting for which the comment is intended

Nye County School District (NCSD) will empower students to learn at their highest level in an environment of mutual respect.

The NCSD BOT Goals are as follows:

Culture

Improve and sustain a culture of learning for all through:

- ◆ Recruiting, selecting, inducting, supporting, evaluating, and developing staff.
- ◆ Fostering a safe and respectful learning and working environment.
- ◆ Promoting ongoing family and community engagement in pursuit of our vision.

Academic

Elevate achievement and support lifelong learning for all through:

- ◆ Creating and sustaining a results-focused learning environment; establishing measurable goals for all.
- ◆ Creating and sustaining an instructional framework and common language to ensure essential content standards drive instruction.

The notice for this posting was posted on the NCSD Website (<https://www.nye.k12.nv.us>), Nevada's Notice Website (<https://notice.nv.gov/>), at the main physical location of the meeting, and has also been provided to all persons who have made a specific request of a copy of the Agenda by US Mail or electronic mail. A Public Binder will be available for viewing at the scheduled location at the time of the Meeting.

NYE COUNTY SCHOOL DISTRICT NOTICE OF NONDISCRIMINATION

Nye County School District (NCSD) 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. In keeping with requirements of federal and state law, NCSD strives to remove any vestige of discrimination in accommodating the public at public meetings.

The Nye County School District is pleased to provide reasonable accommodations for the disabled. Members of the public who are physically handicapped and require special accommodations or assistance to attend the meeting are requested to notify the Executive Assistant to the Superintendent and Board of Trustees in writing at 484 S West Street, Pahrump, NV 89048, email Iliana Garcia at igarcia@nyeschools.org, or call 775-727-7743, ext. 239 at least one week before the meeting.

**AMARGOSA LIBRARY SERVICES CONTRACT
2009-2010**

This agreement is made by and between the Nye County School District (hereinafter "District") 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, the Nye County School District 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, 2009, and shall terminate on June 30, 2010. This contract may be amended at any time by written agreement of the parties.
2. It is agreed that the Nye County School District 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 the School District 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. The Nye County School District herewith agrees to pay the Amargosa Community Library Board a mutually agreed sum of \$67 per student based on the last day of the first school month enrollment 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

by _____
Librarian/Trustee

President

Dated _____

Dated _____

First Month Enrollment: $176 \times \$67 = \$11,792.00$.

**GABBS LIBRARY SERVICES CONTRACT
2009-10**

This agreement is made and entered into effective this fifth day of October, 2009, by and between the Nye County School District 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, the Nye County School District 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, 2009, and shall terminate on June 30, 2010. This contract may be amended at any time by written agreement of the parties.
2. It is agreed that the Nye County School District 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 the School District 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. The Nye County School District herewith agrees to pay the Gabbs Community Library Board a mutually agreed sum of \$67 per student based on the last day of the first month enrollment for the FY 09/10 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, Nye County School District 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

BOARD OF TRUSTEES
NYE COUNTY SCHOOL DISTRICT

by _____

First Month Enrollment: $100 \times \$67 = \$6,700.00$.
(Actual Enrollment as of 9/18/09 = 57)

**SMOKY VALLEY LIBRARY SERVICES CONTRACT
2009-10**

This agreement is made and entered into effective this fifth day of October, 2009, by and between the Nye County School District 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, 2009, and shall terminate on June 30, 2010. This contract may be amended at any time by written consent of the parties.
2. It is agreed that the Nye County School District 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 the School District 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. The Nye County School District herewith agrees to pay the Smoky Valley Library District a mutually agreed sum of \$67 per student based on the last day of the first school month enrollment 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 _____
Trustee

President

First Month Enrollment: $322 \times \$67 = \$21,574.00$

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

STATE OF NEVADA

COUNTY OF NYE

THIS CONTRACT AGREEMENT made and entered into this fifth day of October, 2009,
between

NYE COUNTY SCHOOL DISTRICT

Hereinafter called Attendance District, and

ESMERALDA COUNTY SCHOOL DISTRICT

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WITNESSETH

WHEREAS, the respective parties under the laws of their respective state(s) are authorized to enter into a contract whereby all, or part, of the children of school age residing in the school district of the Residence District shall be entitled to be taught in the School District of the Attendance District for the school year commencing August 24, 2009, through June 4, 2010.

WHEREAS, the Attendance District hereby agrees to admit into the public schools of the Nye County School District the children of the Residence District referenced in Part 3A of this agreement.

WHEREAS, the Attendance District hereby agrees to provide to the pupils of the Residence District comparable instruction and facilities for learning as are furnished the pupils of the Attendance District.

WHEREAS, the Attendance District will also provide for pupils who are identified as Special Education. The Residence District will transmit (when applicable) the Individual Education Plan for each identified student to the Attendance District. The Residence District is financially responsible for NRS 395 placement of its pupils. Extraordinary costs that require services above and beyond a typical special education classroom are the responsibility of the Residence District. In both cases, the Residence District must be represented in the I.E.P. process. Parental disagreement with the determination of the I.E.P. shall be filed with the Residence District, provided said Residence District has participated in the I.E.P.

NOW, THEREFORE, the parties hereto agree as follows:

1. Period of Agreement. This agreement is effective only for the school year beginning August 24, 2009, and ending June 4, 2010. Neither district is bound by said agreement or any of its covenants herein contained after the expiration of said school year.

2. The Attendance District shall provide the educational services listed below to pupils of the Residence District that are listed in Part 3A of this agreement that are usual to the educational services provided to similar pupils residing in the Attendance District.

3. The Residence District shall:

A. Furnish the Attendance District a list of all pupils to be provided services. The list is to contain the pupil's name, age, grade, county residence and state. A list of the pupils to be provided services (Exhibit A) is attached and made part of this agreement.

B. Pay the Attendance District for and in consideration of the services described herein the sum of thirteen thousand six hundred dollars (\$12,800.00) as indicated below and in the following manner [NRS 392.010(3)]. PAYMENT WAIVED FOR 2008-09 SCHOOL YEAR BY ACTION OF THE BOARD OF TRUSTEES ON APRIL 24, 2008.

(1) Tuition:	\$ <u>400.00</u>	x	<u>29</u>	= \$ <u>11,600.00</u>	
(2) Transportation:	\$ _____	x	_____	= \$ _____	
(3) Operations:	\$ _____	x	_____	= \$ _____	12
(4) Maintenance:	\$ _____	x	_____	= \$ _____	
(5) Other	\$ _____	x	_____	= \$ _____	
(6) TOTAL				\$ <u>11,600.00</u>	WAIVED

4. 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 the Attendance and Residence Districts, the County Superintendent of both parties, and the Nevada Department of Education.

B. The Attendance District and the Residence District each reserve the right to terminate its commitments hereunder by either party upon sixty (60) days prior written notice of such termination.

C. During the performance of this Agreement, the Attendance District and the Residence District agree as follows:

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 the Attendance District. In case of conflict between any provisions of this Agreement and such laws, rules and regulations, the rules and regulations of the Attendance District shall prevail.

D. When a pupil of the Residence District ceases to be a member of the Attendance District, a record of his withdrawal shall be established on the same document that contains his enrollment information, and the Residence District is to be immediately notified of the withdrawal. The record must show the day of withdrawal and reason, if known.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in quadruplicate originals on the fifth day of October, 2009.

GOVERNING BOARD OF
ATTENDANCE DISTRICT

GOVERNING BOARD OF
RESIDENCE DISTRICT

By _____
President

By _____
President

Clerk

Clerk

Date

Date

APPROVED:
NEVADA DEPARTMENT OF EDUCATION

By _____

Title

Date

Names of Pupils	Age	Grade	State
Arias, Daniel		Twelfth	Nevada
Miles, Brenda		Twelfth	Nevada
Miramontes, Sandra		Twelfth	Nevada
Shrider, Rebecca		Twelfth	Nevada
Thackeray, Adam		Twelfth	Nevada
Arias, Hilda		Eleventh	Nevada
Arias, Osvaldo		Eleventh	Nevada
Kirby, Eric		Eleventh	Nevada
Moore, Joshua		Eleventh	Nevada
Reynoso, Eric		Eleventh	Nevada
Smalley, Travis		Eleventh	Nevada
Taylor, Nicole		Eleventh	Nevada
Chapa, Darren		Tenth	Nevada
Gordon, James		Tenth	Nevada
LaLonde, Edna		Tenth	Nevada
Muro, Briseyda		Tenth	Nevada
Shelton, Jordan		Tenth	Nevada
Shelton, Natosha		Tenth	Nevada
Stuart, Devan		Tenth	Nevada
Thackeray, Christian		Tenth	Nevada
Arias, Joaquin		Ninth	Nevada
Chaparro, Anthony		Ninth	Nevada
Fought, Colton		Ninth	Nevada
Gordon, Michael		Ninth	Nevada
Hartman, Andrew		Ninth	Nevada
Maxwell, Bradley		Ninth	Nevada
Ray, Joseph		Ninth	Nevada
Salas, Tracy		Ninth	Nevada
Shrider, Cole		Ninth	Nevada

**CONTRACT AGREEMENT FOR ADMISSION
OF NON-RESIDENT PUPILS**

(Pursuant to NRS 392.010 and CA Ed. Code §2000, et seq.)

**BETWEEN
NYE COUNTY SCHOOL DISTRICT
AND
MONO COUNTY OFFICE OF EDUCATION**

STATE OF NEVADA

COUNTY OF NYE

THIS CONTRACT AGREEMENT made and entered into this 25th day of August, 2009, between
NYE COUNTY SCHOOL DISTRICT, hereinafter called Attendance District, and
MONO COUNTY OFFICE OF EDUCATION, hereinafter called Residence District, for the purpose of
providing educational services to non-resident pupils of the Nye County School District.

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WITNESSETH

WHEREAS, the respective parties under the laws of their respective states are authorized to enter into a contract whereby all or part, of the children of school age residing in the Residence District shall be entitled to be taught in the School District of the Attendance District for the school year commencing August 24, 2009 and terminating at the end of the 2009-2010 school year.

WHEREAS, the Attendance District hereby agrees to admit into the public schools of the Nye County School District the children of the Residence District referenced in Part 3-A of this agreement.

WHEREAS, the Attendance District hereby agrees to provide to the pupils of the Residence District comparable instruction and facilities for learning as are furnished the pupils of the Attendance District.

WHEREAS, the Attendance District may also provide for pupils who are identified as needing Special Education. The Residence District will transmit (when applicable) the Individual Education Plan for each identified pupil to the Attendance District. Documented extraordinary costs that require services above and beyond a typical special education classroom are the responsibility of the Residence District. The Residence District must be represented in the IEP process for those pupils receiving special education services in the Nye County School District. Parental disagreement with the determination of the IEP shall be filed with the Residence District, provided said Residence District has participated in the IEP.

NOW, THEREFORE, the parties hereto agree as follows:

1. Period of Agreement. This agreement is effective only for the school year beginning August 24, 2009, and ending June 30, 2010. Neither of the districts is bound by said agreement or any of its covenants herein contained after the expiration of said school year.
2. The Attendance District shall provide the educational services listed below to pupils of the Residence District that are listed in Part 3-A of this agreement that are usual to the educational services provided to similar pupils residing in the Attendance District. The Attendance District shall also provide attendance data to the Residence District on a monthly basis. In addition, the Attendance District shall provide a list of all pupils requiring services. The list is to contain the pupil's name, age, grade, parents/guardians, county of residence, and if possible should include a location map of the residence.
3. The Resident District shall:
 - A. Verify to the Attendance District that the pupils listed on the attendance reports are residents of Mono County. (For the purposes of this Agreement, see Exhibit A.)
 - B. Transportation of pupils is to be provided by the Superintendent of the Mono County Office of Education, the Residence District. ¹⁶
 - C. Pay the Attendance District for and in consideration of the services described an amount based upon the average costs per ADA of tuition, less actual transportation expenses, of all pupils for 2009-10 who are identified to be attending Nye County School District.
 - D. All payments shall be completed within ten days following receipt of billing provided by the Attendance District for the 2009-10.
4. 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 the Attendance and Residence Districts, the County Superintendent of both parties, and the Nevada Department of Education.
 - B. The Attendance District and the Residence District each reserve the right to terminate its commitments hereunder by either party upon sixty (60) day's prior written notice of such termination.
 - C. During the performance of this agreement, the Attendance District and the Residence District agree as follows:

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 the Attendance District. In case of conflict between any provisions of this agreement and such laws, rules and regulations of the Attendance District shall prevail.
 - D. When a pupil of the Residence District ceases to be a member of the Attendance District, a record of the withdrawal shall be established on the same document that contains

his/her enrollment information and the Residence District is to be immediately notified of the withdrawal.

- E. Prior to final payment the Attendance District will provide the Residence District with documentation of any extraordinary costs associated with special education services provided to pupil(s) of the Resident District.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in triplicate originals on the 25th day of August 2009.

NYE COUNTY BOARD OF EDUCATION

MONO COUNTY BOARD OF EDUCATION

By _____
President/Vice President

By Judy Farneth
President/Vice President

SUPERINTENDENT OF SCHOOLS

Catherine Hiatt
SUPERINTENDENT OF SCHOOLS

Board Approval Date

August 28, 2009
Board Approval Date

APPROVED:

NEVADA DEPARTMENT OF EDUCATION

By _____

Title

Date

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Nye County School District

Office of the County Superintendent

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

Southern Administration Office

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

BOARD OF TRUSTEES

Kevin S. Pape, President
Harold Tokerud, Vice President
Tracie Ward, Clerk
Mike Floyd
Edna Jean Forsgren
Dennis Keating
J.E. "Doc" McNeely

Jerry C. Hill

Assistant Superintendent
for Student Achievement

Dr. William E. "Rob" Roberts
Superintendent

MEMORANDUM

TO: Board of Trustees
Dr. William E. "Rob" Roberts, Superintendent

FROM: Department for Student Achievement

- * Jerry C. Hill, Assistant Superintendent for Student Achievement
- * Maria Descamps, Administrator on Special Assignment
- * Ginger Olson, Administrator on Special Assignment for Technology Integration
- * Karen Holley, Coordinator of Federal and State Grants and Programs

RE: Report to Board of Trustees

DATE: September 24, 2009 – for Board Meeting October 5, 2009

JERRY C. HILL:

- ◆ Met with PVHS Principal and SPED Director to settle issues regarding SPED at PVHS.
- ◆ Held several Pathways PLC meetings to discuss and adopt school improvement goals and objectives and solve immediate problems.
- ◆ Met with "lead teacher" at Pathways to discuss Pathways operations and School Improvement Plan for 2009-2010.
- ◆ Participated in interviews for the selection of four Instructional Specialists for Nye County Schools.
- ◆ Met with Principal of RCMS to discuss and find resolution to personnel issue.
- ◆ Conducted In-Service for Pathways teaching staff on September 8, 2009.
- ◆ Held several meetings with Adult Education teacher and district office finance staff to analyze and understand Adult Ed. budget in order to revise program for 2009-2010.
- ◆ Participated in negotiation with Principals' Association.
- ◆ Participated in sessions with Mr. Norton to solve internal problems with members of the District's Volunteer program.
- ◆ Met with representative from community and member of John Birch Society to discuss September 17th, Constitution Day activities and curriculum.
- ◆ Issued directives for observation of Constitution Day throughout Nye County as part of mandated observance. Collected and reviewed plans from all schools.
- ◆ Held discussions with Steve Leitz of Backbone Communications (A+) concerning their product for possible replacement of current OdysseyWare for 2010-2011. Pathways will try this system near mid-year to determine its effectiveness.
- ◆ Attended State Ed. Conference on "Turnaround Schools" ("Needs Improvement" Year 3 and beyond) on September 14, 2009.
- ◆ Attended Test Directors Meeting in Beatty on September 15, 2009 as Pathways principal.

BOARD REPORT

Department for Student Achievement

September 24, 2009

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- ◆ Attended sensitive and involved IEP meeting at Hafen on behalf of the school district as overall supervisor of SPED.
- ◆ Met with school nurse concerning H1N1 issues and issues at certain elementary schools with personnel.
- ◆ Met with "Circle of Change" organization, together with Mr. Norton, which wishes to provide services to students who have court ordered programs.
- ◆ Met with Middle School Principal, PVHS Principal, and Director of Special Education several times each during the interim to discuss problems and solutions appropriate to each entity.
- ◆ Participated in School Support Team (SST) meeting at Rosemary Clarke Middle School.
- ◆ Held planning session for Pathways School Improvement Plan with teacher and counselor from Pathways and Mark Kessler.
- ◆ Discussed possible programming with League of Women Voters for November of 2010 general election to have school children participate in that election. Talks will continue this year and program will be firm by May of 2010.

MARIA DESCAMPS:

Curriculum Instruction, School Improvement and ELL

- ◆ Provided professional development on the 90 Minute Literacy Block at the first in-service day and met with the ELL teachers to discuss ELL issues and concerns in the district.
- ◆ Four Instructional Specialists officially reported to duty on September 4, 2009.
 - The Department for Student Achievement hired Sandra Williams, Debbie Carle, both teachers transferred into the position from classrooms, and Candace Mapp and Jennifer Hagan, who both came off the recall list.
 - All ladies will provide on going professional development for Title I schools.
- ◆ As a team, the Office of Curriculum and Instruction provided a half day substitute workshop on September 15.
 - Thirty new substitutes were in attendance.
 - It was a great way to induct the new instructional specialist and they did an amazing job.
- ◆ September 16, 2009 attended Dr. Rob's A- Team Meeting where the Department for Student Achievement shared upcoming dates and deadlines that were pertinent for building Principals.
- ◆ Completed and submitted the ELPA Spreadsheet to CTB McGraw Hill with the NCSD ELL enrollment count.
 - According to the spreadsheet we have 482 students enrolled in grade K-11th.
 - Twelfth grade data is not submitted as they do not take the ELPA test.
 - The testing window opens October 15, 2009 and will close January 29, 2010.
 - ELL teachers will be coming by October 5th to pick up their testing materials and kits.
- ◆ Supplementary Educational Services (SES) registration ended September 15th.
 - The District currently has 83 students enrolled.
 - Five tutoring companies have agreed to provide services in Pahrump.
 - The District is charging a facility use fee per room to all providers.
 - Also new this year, NWEA data will be provided to all tutors so that they can begin providing tutoring services immediately using current NWEA information.
 - Also, new this year, tutoring companies will be offering Saturday CRT Camps to support the CRT test. Most camps will be held six weeks prior to the CRT testing window.

BOARD REPORT

Department for Student Achievement

September 24, 2009

Page -3-

- Instructional Specialist have been assigned to be SES Liaisons for the Title I Campuses that they are directly involved with.
- ◆ Networked with CCSD and was able to attend the Trainer of Trainer for Depth of Knowledge session they put on for their trainers.
 - The Instructional Specialist attended as well.
 - CCSD is rolling out DOK at their next two in-service days.
 - We will be providing information to Principals to determine the best way to deliver this training to NCSD teachers.
- ◆ Participating on the School Support Team at RCMS, and outside consultant for the State, Dr. Butler, will facilitate these meetings.
 - The team will meet monthly to discuss the RCMS SST goals and objectives.
- ◆ Currently working on the textbook adoption.
 - The committee will be meeting soon to investigate further how each textbook aligns to the Nevada State Standards and at what levels of depth and complexity the lessons are at.
 - The goal of this office is to have made a math selection before the Thanksgiving Break.
- ◆ Have allocated RPDP money to provide on-going professional development for NCSD teachers and administrators.
 - Some of the money will go to after school sessions that teachers will get to select through an online Professional Development survey that Mark Kessler and I are designing.
 - We are calling them "Training Thursdays" and will be able to move 20 teachers through 8 different sessions, for a total of 160 teachers.
 - Our first Training Thursday begins November 4th, 12 teachers were selected through their building Principal to participate in a Critical Friends Group (CFG). This group will meet 8 times, once a month for the remainder of the school year. They will learn specific protocols that are designed to deepen their work during PLC time.
 - The response was so great that a second group is currently being formed.
- ◆ NCSD will offer the continuation of Aspiring Leaders.
 - This initiative came to us by request from Dr. Rob, and I must say it is one of our best.
 - Administrators from RPDP will facilitate five sessions throughout the year.
 - We have signed up 20 teachers to participate in this leadership building program.

GINGER OLSON:

- ◆ In the last two weeks I have been to Tonopah Middle & Elementary, Silver Rim, PVHS, JG Johnson, Mt. Charleston, Beatty High, Amargosa, Pathways and Las Vegas.
- ◆ The Nevada Pathway Project (not to be confused with our Pathways Middle & High Schools) is coming together.
 - This is a statewide collaborative grant for middle school teachers and students to explore the uses of handheld technology.
 - An eighth grade pod at Rosemary Clarke with Mr. Toomer, Ms. Hunt, Mr. Iverson, and Ms. Rosario has been selected.
 - Their students represent a cross-section of ethnicities, gender and ability levels.
 - Kick off for the project is November 3.
- ◆ The technology integration specialist for Pahrump Valley High School joined us on September 15.
 - William Seifert is a former PVHS teacher who came off the recall list.
 - His position is funded for one year by a technology grant.

BOARD REPORT

Department for Student Achievement

September 24, 2009

Page -4-

- William has made appointments with groups of teachers and will begin by introducing them to a tool for scanning their classroom assessments.
- ◆ A technology conference is coming up in Las Vegas and I will be sponsoring about twenty teachers through the Enhancing Education Through Technology (EETT) allocation grant. This conference is for teachers by teachers.
- ◆ Pahrump Valley High School conducted a pilot prompt testing on September 16.
 - The Department of Education annually requests schools to assist them in field testing prompts.
 - The students will get scores prior to the "real" test in November.
 - This will allow instruction/remediation to take place.
- ◆ I assisted the Technology Department with resolving Power School issues prior to count day. In addition, I sent out student data files to be validated by the high schools for the first testing administration in November.
- ◆ My objectives for 2009-2010:
 - Determine how technology is being used on a regular basis by our classroom teachers
 - Design and implement professional development for teachers in the appropriate use of technology
 - Continue to build a site level technology cadre
 - Oversee all grant sponsored technology projects
 - Supervise an instructional specialist for technology at PVHS
 - Train additional personnel in testing and accountability

FINANCIAL INFORMATION
NYE COUNTY SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING OCTOBER 5, 2009
For FY2010

Dear Board Member:

If you have questions regarding this Financial Report, please contact Mr. Ritchie's office in Pahrump prior to the Board Meeting, to insure a timely response at the meeting. Thank you.

NYE COUNTY SCHOOL DISTRICT
 GENERAL FUND - FY2010
 as of September 1, 2009

SUMMARY OF EXPENDITURES	BUDGETED	ACTUAL	%
100 - Regular	\$ 26,535,220	\$ 137,742	0.52%
300 - Vocational	1,127,832	0	0.00%
900 - Other	729,878	28,814	3.95%
TOTAL DISTRIBUTED EXPENDITURES	\$ 28,392,930	\$ 166,556	0.59%
000 - Undistributed			
2100 - Student Support	417,998	59	0.01%
2200 - Staff Support	18,720	237	1.27%
2300 - General Administration	1,511,601	217,106	14.36%
2400 - School Administration	3,923,276	561,687	14.32%
2500 - Business Support	2,297,044	266,319	11.59%
2600 - Plant Operation & Mtce.	8,202,562	1,186,499	14.46%
2700 - Student Transportation	3,196,274	473,229	14.81%
5200 - Transfer to Other Funds	8,481,543	0	0.00%
TOTAL UNDISTRIBUTED EXPENDITURES	\$ 28,049,018	\$ 2,705,136	9.64%
TOTAL EXPENDITURES	\$ 56,441,948	\$ 2,871,692	5.09%
Contingency			
Unappropriated Fund Balance	\$ 500,000		
TOTAL EXPENDITURES & FUND BALANCE	\$ 56,941,948		

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SUMMARY OF AVAILABLE FINANCING	BUDGETED	ACTUAL	%
Beginning Balance	\$ 2,634,310	0	0.00%
Ad Valorem	11,110,918	0	0.00%
Sales & Use Taxes	6,318,834	0	0.00%
General Govt. Services Tax	1,791,593	131,585	7.34%
Tuition - Out of State	7,500	0	0.00%
Earnings on Investments	107,000	991	0.93%
Bank of America Sweep Interest	5,000	0	0.00%
Miscellaneous	55,000	744	1.35%
State Distributive	32,697,551	2,633,241	8.05%
Special Appropriations (Counselors)	50,000	50,000	100.00%
Other Appropriations	0	0	0.00%
Other Federal Revenue	867,802	0	0.00%
In Lieu Fish & Wildlife	10,000	0	0.00%
National Forest Receipts	50,000	0	0.00%
Jr. R.O.T.C.	60,000	0	0.00%
Transfers from other Funds	1,176,440	0	0.00%
GRAND TOTAL REVENUES	\$ 56,941,948	\$ 2,816,562	4.95%

NYE COUNTY SCHOOL DISTRICT
 BOARD OF TRUSTEES BUDGET - FY 2010
 as of September 1, 2009

SUMMARY OF EXPENDITURES

	<u>BUDGETED</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>BALANCE</u>
Social Security	\$ 2,100	149	0	\$ 1,951
PERS	7,224	688	0	6,536
Workers Comp	810	148	0	662
Medicare	490	81	0	409
Day of Service	33,600	5,600	0	28,000
Professional Service	75,000	0	0	75,000
Travel	14,000	993	0	13,007
Supplies	4,000	38	262	3,700
Fuel	1,200	0	0	1,200
Dues and Fees	16,940	11,575	0	5,365
TOTAL EXPENDITURES	\$ 155,364	19,273	\$ 262	\$ 135,829

Nye County School District
P O Box 113
Tonopah, NV 89049
ETHNIC REPORT

School District: Nye County School District

Count Day: 9/18/2009
month/day/year

SCHOOL	("I") American Indian or Alaskan Native		("A") Asian or Pacific Islander		("H") Hispanic		("B") Black		("C") White		TOTAL		OVERALL TOTALS
	Boys	Girls	Boys	Girls	Boys	Girls	Boys	Girls	Boys	Girls	BOYS	GIRLS	
Amargosa	0	0	0	0	69	66	0	0	22	19	91	85	176
Beatty Elem	0	0	4	1	10	5	3	1	30	31	47	38	85
Beatty High	2	1	1	2	37	35	0	0	23	36	63	74	137
Duckwater	2	7	0	0	2	1	0	0	1	3	5	11	16
Gabbs	13	14	0	0	2	0	2	0	15	11	32	25	57
Floyd	6	3	5	4	34	34	4	4	161	124	210	169	379
Hafen	4	1	4	8	58	43	7	5	128	139	201	196	397
JG Johnson	4	5	7	11	55	55	12	20	165	155	243	246	489
Manse	0	3	6	10	52	61	10	7	153	146	221	227	448
Mt. Charleston	3	2	3	6	50	61	8	6	175	143	239	218	457
Pathways	0	2	0	1	15	17	5	2	54	73	74	95	169
RCMS	13	13	19	20	141	109	35	30	407	380	615	552	1167
Pahrump High	18	10	31	17	133	135	40	22	531	492	753	676	1429
Rnd Mtn Elem	3	6	0	1	7	5	0	0	58	65	68	77	145
Rnd Mtn Jr/Sr	2	5	4	4	14	12	0	0	73	63	93	84	177
Silver Rim	1	0	0	0	7	3	1	2	41	32	50	37	87
Tonopah Elem	1	1	1	0	7	7	2	3	85	84	96	95	191
Tonopah High	1	0	2	0	12	9	0	2	76	59	91	70	161
TOTALS	73	73	87	85	705	658	129	104	2198	2055	3192	2975	6167

Percentage

American Indian/Alaska Native	2.37%
Asian/Pacific Islander	2.79%
Hispanic	22.10%
Black	3.78%
White	68.96%

2009 BOARD OF TRUSTEE COMMITTEE ASSIGNMENTS

NASB Director	Mr. Tokerud
Legislative Representative	Mr. Keating
Debt Management Commission Representative	Mrs. Ward
Parks & Recreation Representative	Mr. Pape
Policy Committee	Mr. Pape, Mr. Tokerud & Mrs. Ward
Insurance Committee	Mrs. Forsgren
United Way Board of Directors	Mr. Tokerud
Sick Leave Bank	Mr. Keating
Attendance Committee	Mrs. Ward
SB-289 Crisis Management Committee	Mr. Tokerud
Construction Committee	Mr. Floyd, Mr. McNeely & Mr. Tokerud
Career & Technical Skills Committee	Mr. Floyd
District Improvement Plan Committee	Mr. Pape
Liaison to Regional Planning Commission	Mrs. Ward
Capital Improvements Advisory Committee	Mr. Pape

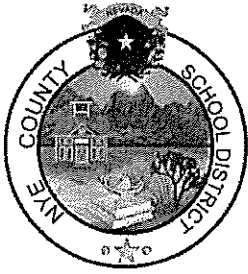
Last updated 8-18-09

2009-10 NCSD BOARD MEETING CALENDAR			
DATE	TIME	LOCATION	AGENDA CLOSES AT NOON ON
Monday, July 27, 2009	6:30 p.m.	Videoconference	Thursday, July 16, 2009
Monday, Aug. 17, 2009	6:30 p.m.	Videoconference	Thursday, August 6, 2009
Monday, Sept. 14, 2009	5:30 p.m.	Duckwater	Thursday, Sept. 3, 2009
Monday, Oct. 5, 2009	6:30 p.m.	Videoconference	Thursday, Sept. 24, 2009
Monday, Oct. 26, 2009	5:30 p.m.	Gabbs	Thursday, Oct. 15, 2009
Monday, Nov. 16, 2009	6:30 p.m.	Videoconference	Thursday, Nov. 5, 2009
Monday, Dec. 14, 2009	6:00 p.m.	Beatty	Thursday, Dec. 3, 2009
Monday, Jan. 11, 2010	6:30 p.m.	Videoconference	Monday, Jan. 4, 2010
Monday, Feb. 1, 2010	6:00 p.m.	Amargosa	Thursday, Jan. 21, 2010
Monday, Feb. 22, 2010	6:30 p.m.	Videoconference	Thursday, Feb. 11, 2010
Monday, March 8, 2010	6:00 p.m.	Tonopah	Thursday, Feb. 25, 2010
Monday, March 29, 2010	6:30 p.m.	Videoconference	Thursday, March 18, 2010
Monday, April 19, 2010	6:00 p.m.	Round Mountain	Thursday, April 8, 2010
*Wednesday, May 19, 2010	6:30 p.m.	Videoconference	Tuesday, May 11, 2010
Monday, June 21, 2010	6:30 p.m.	Videoconference	Thursday, June 10, 2010

NOTE: Meetings are held by videoconference between the Pahrump and Tonopah District offices unless otherwise noted. Changes in time or location will be noted on the posted agenda. Agenda closing dates subject to change if necessary.

*NRS 354.596 requires the Public Budget Hearing be held the 3rd Wed. of May

Effective July 1, 2009



Nye County School District

Office of the County Superintendent
P.O. Box 113
Tonopah, Nevada 89049
Phone 775-482-6258
Fax 775-482-8573

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

BOARD OF TRUSTEES
Kevin Pape, President
Harold Tokerud, Vice Pres.
Tracie Ward, Clerk
Mike Floyd
Edna Jean Forsgren
Dennis Keating
J. E. "Doc" McNeely

Dr. William E. "Rob" Roberts
Superintendent

Raymond Ritchie
Chief Financial &
Administrative Officer

Corr:120:09

September 23, 2009

TO: Board of Trustees

FROM: Raymond Ritchie, Chief Financial & Administrative Officer *RR/ro*

RE: Bonding Capacity

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Based on the response from Marty Johnson of JNA Consulting Group, LLC, he believes that we could bond for \$50 to \$60 million next spring. Until we get a better handle on net proceeds and what the FY 2011 revenues are he would like us to keep it to the lower end of the range. The limited amount of bonds that can be guaranteed through the Permanent School Fund Guaranty program and the availability of bond insurance will impact this amount. He doesn't recommend we go above \$60 million between 2010 and 2011 until we see what the assessed value is doing. Estimated revenues for Fiscal Year 2011 will be available at the end of March 2010. Depending on project design and construction schedules, as well as the cost, it may be advisable to issue some of the bonds in 2010 and the remainder in 2011 when more information will be available regarding assessed value, property taxes and the economic conditions.

\$17 Million – Manse Elementary School
\$10 Million – Tonopah Elementary/Middle School
\$34 Million – Pahrump Valley High School

Total = Approximately \$61 Million

Given the requirements for authorizing the bonds and arranging for the bond rating and potential credit enhancement, the earliest we could get the money would be early February 2010.

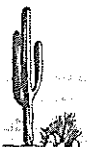
RR:ro

Cc: Dr. Roberts, Superintendent

\$
 Nye County School District, Nevada
 General Obligation (Limited Tax)
 School Improvement Bonds
 (Permanent School Fund Guarantee)
 Series 2010

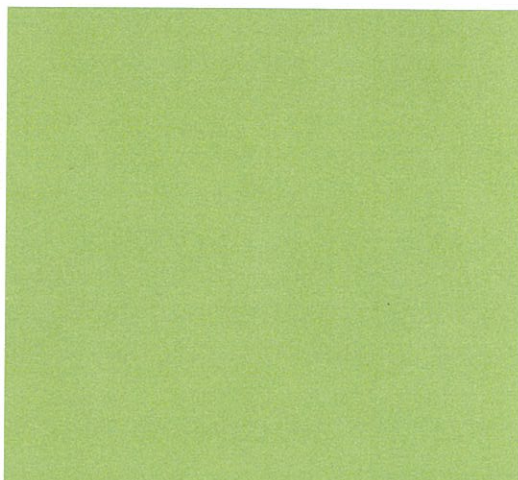
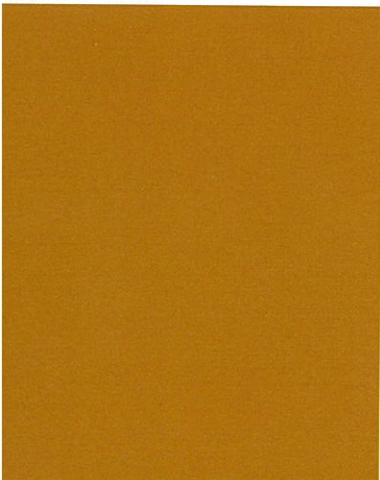
Tentative Financing Schedule

Date	Activity	
10/26/09	Board of Trustees ("Board") adopts Debt Management Commission ("DMC") Notice and Sale Resolution	
10/28/09	Deliver Permanent School Fund ("PSF") guaranty application	
11/02/09	Information sent to DMC	
11/17/09	DMC adopts approval resolution (<i>tentative date</i>)	
12/01/09	Distribute draft Preliminary Official Statement ("POS")	30
12/08/09	Board of Finance approves PSF guaranty agreement	
12/10/09	Due diligence meeting to review draft POS	
12/14/09	Board adopts Bond Resolution <i>and approves POS</i> (Beatty 6:00 p.m.)	
12/15/09	Rating agency conference call (<i>time TBD</i>)	
12/21/09	Rating received (<i>tentative date</i>)	
12/29/09	Distribute POS	
01/12/10	Bond sale	
01/13/10	Distribute changed pages from POS	
01/14/10	Comments due on Official Statement ("OS")	
01/19/10	Print and mail OS	
02/02/10	Bond closing	





PAHRUMP VALLEY HIGH SCHOOL
ADDITION AND RENOVATION
NYE COUNTY SCHOOL DISTRICT



cover letter

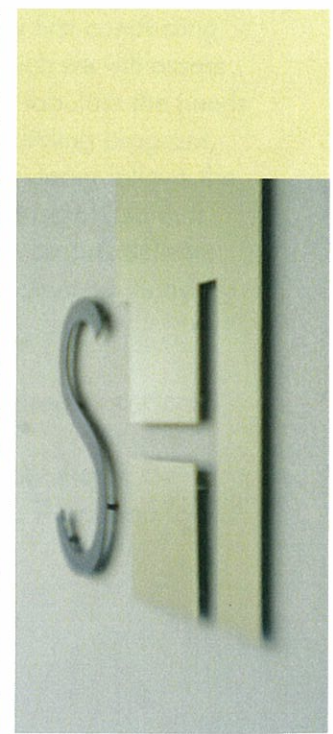
statement of
probable cost

fee proposal

proposed project
schedule



relationSHips



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August 20, 2009

Dr. William E. Roberts
Nye County School District
Pahrump Valley High School Addition and Rehab/Modernization Project
484 S. West St.
Pahrump, NV 89048

Dear Dr. Roberts,

We are pleased to submit this proposal for the Pahrump Valley High School addition and modernization.

In the past few years, SHARCHITECTURE has focused on developing client relationships. Our team strives to identify with our client's needs and priorities in order to create a work plan for success. When selected we will work with your team to further identify your core drivers and expectations for quality and service.

It is our understanding that the Nye County School District requires the completed high school to be secure, efficient, and flexible. New spaces such as Career and Technical Education classrooms, sports facilities, ROTC classrooms and Ninth Grade academic areas will help Pahrump Valley students to be their very best.

Rehabilitation of existing spaces will further improve the learning environment for students, and provide valuable space for administrative functions. Site improvements, such as new parking, sports courts, and relocated soccer fields will help enhance traffic control and site security.

cover letter

SHARCHITECTURE

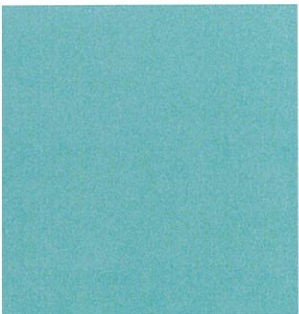
We intend to meet the needs of the Nye County School District by first conducting a consensus-based programming and planning phase during which we will assess the existing buildings, interview key stakeholders, and specifically tabulate the needs of the new facility. When all stakeholders are satisfied with the building program, a traditional design-bid-build process will take place. Our design team follows the project through construction document production and into construction, so that the vision of the School District is maintained throughout. SHARCHITECTURE delivers outstanding customer service and attention to detail, so that our client relationships remain strong long after projects are complete.

We are excited about the opportunity to work with you. Our proposal is enclosed.

If you should have any questions you can reach me on my cell phone at 702-524-7746 or my email address mmcginty@sh-architecture.com. Thank you for considering SHARCHITECTURE to be a part of your team.

Sincerely,


SHARCHITECTURE
By Mark T. McGinty





Conceptual Statement of Probable Cost

DESCRIPTION	SF AREA		\$/SF	TOTAL COST
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FEES & PERMITS

BUILDING PERMITS AND PLAN REVIEW FEES		2.00%	\$	556,408
TESTING AND INSPECTIONS		1.50%	\$	417,306
PROFESSIONAL FEES		7.00%	\$	1,947,428

<u>Subtotal - Fees & Permits</u>		9%	\$	2,921,142
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CONSTRUCTION COST

Off-Sites	100,000	\$	4.00	\$	400,000
On-Sites (15 ACRES)includes Bldg. Demo.	653,400	\$	6.00	\$	3,920,400
Building- New Additions	100,000	\$	200.00	\$	20,000,000
Building- Rehab/Modernization	25,000	\$	140.00	\$	3,500,000

<u>Subtotal - Construction Cost</u>		82%	\$	27,820,400
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GENERAL REQUIREMENTS

FFE		10.00%	\$	2,782,040
Design Contingency		2.00%	\$	556,408

<u>Subtotal - General Requirements</u>		10%	\$	3,338,448
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<u>TOTAL PROJECT COSTS</u>			\$	34,079,990
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August 19, 2009

Dr. William E. Roberts
Nye County School District
Pahrump Valley High School Addition and
Rehab/Modernization Project
484 S. West Street
Pahrump, NV. 89048

Re: **Proposal to provide Basic Architectural Design Services for new additions and rehab/modernization of the existing facilities all located at Pahrump Valley High School.**

Understanding:

Although the Programming phase will define the exact scope of the project, we understand that the new additions shall house all the uses currently housed in the modular classrooms and shall have a Career Technology component that may include Business, Culinary Arts, Transportation, Medical and Media Arts. The new additions may also house a sports complex made up of a Weight Room, Boys and Girls Locker Rooms, Wrestling Gym, ROTC program and a Ninth Grade Academy. The Program Phase shall also identify those areas of the existing facility that may need Rehabilitation and or Modification due to the movement of uses into the new additions. Finally, the Site work will include New Tennis Courts, Parking Areas and the relocation of the existing Soccer Field. In addition we shall secure the site through means of fencing and building placement.

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Dear Dr. Roberts:

SHARCHITECTURE wishes to provide you with the best possible Design services. Our Team's mission will be to work with your organization to ensure an efficient, controlled, and effective project delivery process. Our services will include the following:

- Programming / Master Planning
- Civil Design
- Landscape Design
- Architectural Design
- Structural Design
- Mechanical & Plumbing Design
- Electrical Design
- Food Service Design
- Contract Administration

The following scope of work constitute our Basic Design and Contract Administration services for this Project:

I. **Programming / Master Planning**

- Academy Workshops (2)
- Facility Programming
- Site Programming
- Existing Facility Survey
- Master Site Planning
- Master Utility Plan / Utility Feasibility Study
- Project Timeline
- Developmental Level Project Estimate
- School Tours: CCSD NWCTA and CCSD Boulder City H.S.

II. Schematic Design Phase

- Conceptual Site Plan and Floor Plans
- Preliminary Sections and Elevations
- Preliminary selection of Building Systems and Construction Materials
- Conceptual Planting Plans

III. Design Development Phase

- Site Plans, Floor Plans, Reflected Ceiling Plans, and Roof Plans
- Building Elevations and Sections
- Final selection of Building Systems and Construction Materials
- Preliminary Grading and Utility Plans
- Structural Foundation design criteria and preliminary sizing of major structural components
- Mechanical preliminary equipment selection and layouts including required space for equipment
- Electrical distribution equipment selection
- Electrical lighting selection and layouts
- Preliminary on-site utilities, fire systems, and grading plans
- Landscape Planting plans
- Cost Estimate

IV. Contract Documents Phase

- Drawings and Specifications setting forth in detail the following:
- Architectural Design
- Structural Design
- Mechanical Design
- Electrical Design
- Civil Design
- Landscape Design
- Project Manual including:
- Bidding requirements
- Conditions of the Contracts
- General Requirements
- Specifications

V. Bidding (Construction Procurement Phase)

- Bidding Document Assistance
- Addenda
- Pre-Bid Substitution Review
- Preparation of Alternate Bid Items (Billed as Additional Services)
- Pre-Bid Meetings
- Clarifications and Interpretations
- Contract Award Assistance

VI. Contract Administration Phase

- General Administration, Request for Information, Supplemental Drawings and Specifications, Field Orders
- Site Visits, By-Monthly
- Certification of Payments to Contractor
- Submittal Services
- Substitutions Review (Billed as Additional Services)
- Maximum of (2) Reviews for Shop Drawings
- Prepare Changes in the Work, Change Orders and Construction Change Directives
- Review of Contractor's Proposals
- Substantial Completion, Final Completion, and Close-Out Document reviews
- Maximum of (2) Inspections for Substantial Completion
- Maximum of (2) Inspections for Final Completion

The fee schedule less reimbursable cost for the above services is as follows:

I. Programming / Master Planning	\$ 78,423.00
II. Schematic Design Phase	\$ 292,114.00
III. Design Development Phase	\$ 486,857.00
IV. Contract Documents Phase	\$ 662,126.00
V. Bidding (Construction Procurement Phase)	\$ 58,423.00
VI. Contract Administration Phase	\$ 389,485.00
TOTAL	\$ 1,967,428.00

Excluded Services

The above fee does not include Land Survey Services, Geotechnical Services, Dry Utility Coordination, Economic Feasibility Studies, Environmental Studies and Reports, Environmental Permit Assistance (AQEM), Schedule Development and Monitoring, Special Furnishings Design, F.F. & E Services, Value Analysis, Low-Voltage Designs, Fire Protection Engineering, Specialty Discipline Design, Energy Modeling, LEED Certification, On-Site Project Representation, Construction Management, Start-Up Assistance, Record Drawings, Post-Contract Evaluation.

In addition, reimbursable will be billed at 1.2 times the cost incurred (i.e. transportation, travel, fees paid for securing approval of authorities, reproductions, postage, handling, delivery, long distance phone calls & additional or project specific insurance coverage). Consultants' reimbursables will be billed at 1.2 times cost.

Optional Additional Services

From prior working experience we have found the following support services extremely useful for the development of the project:

- Renderings
- Models
- LEED Certification
 - Pre-Design Workshop
 - LEED Certification Plan
 - LEED Certification Documentation and Management during Design
 - LEED Specifications
 - LEED Bidding Services
 - LEED Certification Services During Construction Administration
 - Final LEED Certification Report
- Fire Protection Engineering
- Dry Utility Coordination
- Air Quality and Environmental Management Permit Assistance (AQEM)
- On-Site Project Representation
- Construction Management

LEED Certification

The LEED Green Building Rating System or similar environmental guidelines ("LEED") utilizes certain design, construction and usage criteria in order to promote environmentally friendly building. The Owner acknowledges and understands that LEED is subject to interpretation, and achieving levels of compliance involves factors beyond the control of the Architect, including,

but not limited to, the Owner's use, operation and maintenance of the completed project. SHARCHITECTURE will use reasonable care in interpreting LEED and designing in accordance with LEED. However, we do not warrant or represent that the Project will actually achieve LEED certification or realize any particular energy savings. SHARCHITECTURE shall not be responsible for any environmental or energy issues arising out of the Owner's use and operation of the completed project.

The Services outlined above will facilitate a smooth project delivery process. If this proposal meets with your approval, we will provide a Standard B141 AIA Agreement. A signed copy of this proposal will serve as our notice to proceed. These fees are valid for 60 days.

Please contact our office if you have any further questions.

Sincerely,

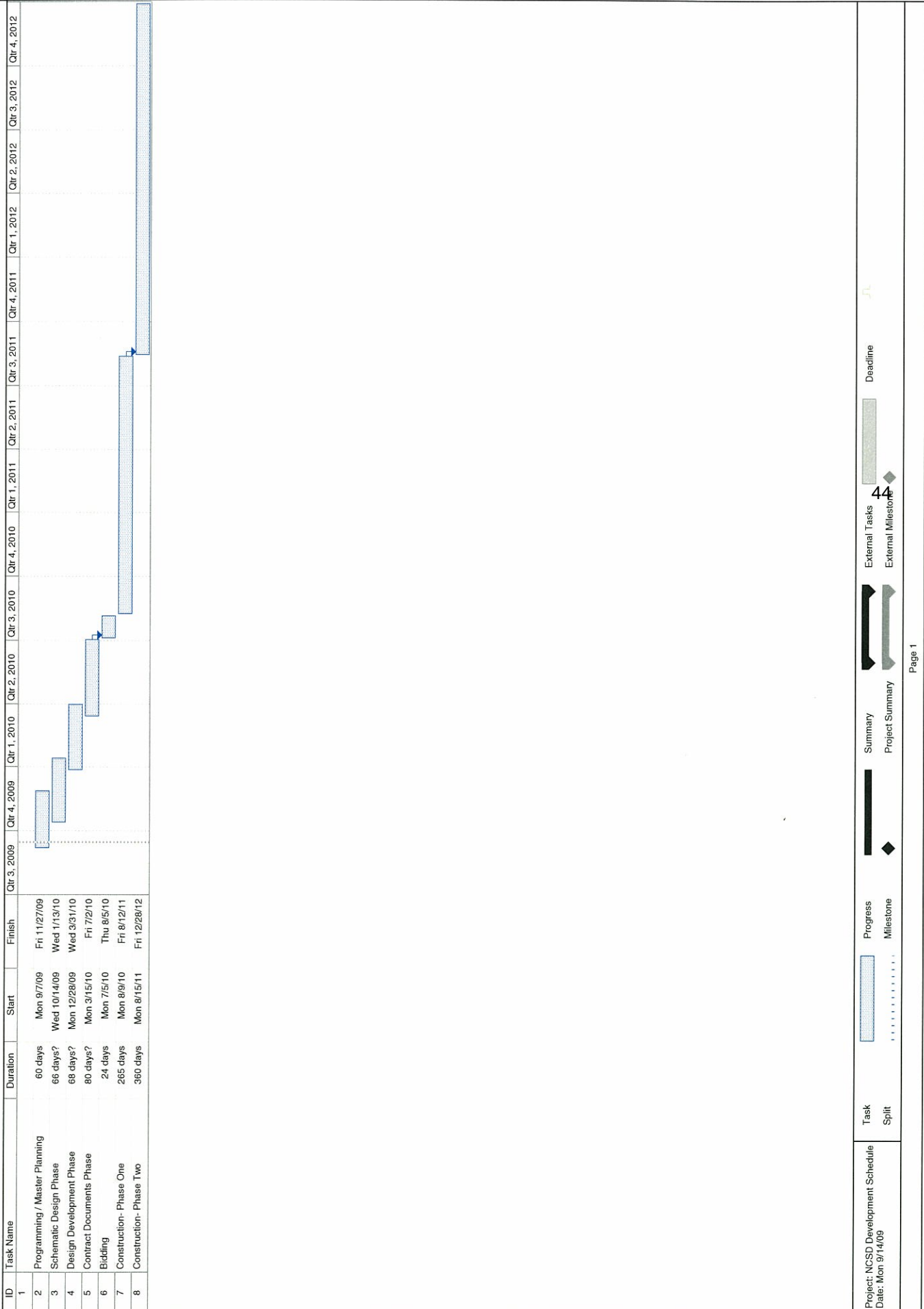
SHARCHITECTURE
By Mark T. McGinty

42

ACCEPTED BY: _____ DATE: _____



NYE COUNTY SCHOOL DISTRICT
 PAHRUMP VALLEY HIGH SCHOOL
 ADDITIONS AND REHAD./ MODERNIZATION
 PROJECT

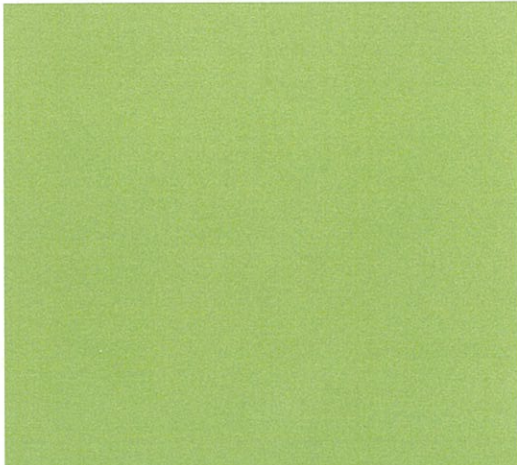
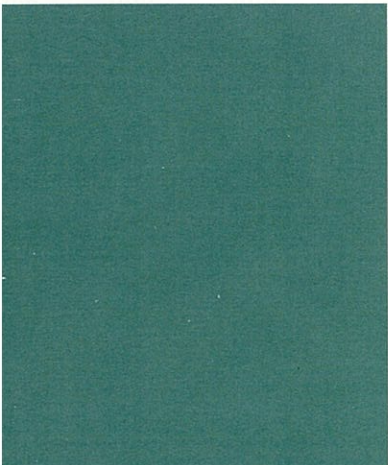
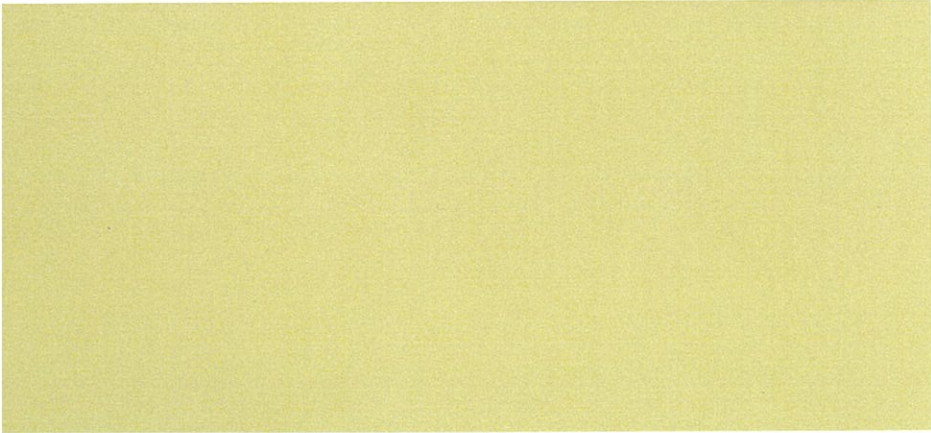


Project: NCS Development Schedule
 Date: Mon 9/14/09

Legend:
 Task: [Blue bar]
 Split: [Dotted line]
 Progress: [Black bar]
 Milestone: [Black diamond]

Summary: [Black bar]
 Project Summary: [Grey bar]
 External Tasks: [Black bar]
 External Milestone: [Grey bar]

Deadline: [Green bar]
 Milestone: [Green diamond]



cover letter

firm description

key staff

sustainable design

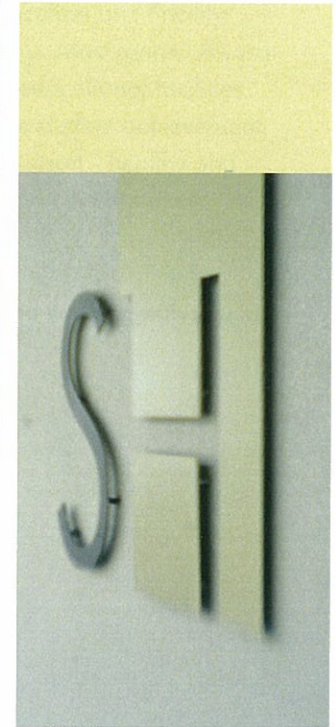
46

project experience





relationSHips



48

September 14, 2009

Nye County School District Board of Trustees
Nye County, NV
Pahrump and Tonopah Districts

Dear Nye County School District Board of Trustees:

SHARCHITECTURE is the recognized leader in the creation of sustainable, client-centered architecture that evokes a shared passion and excitement. Now in our third decade of operation, our team of talented and innovative professionals is passionate about unleashing the power of design in all aspects of business.

Consistent results, sustainable design and extraordinary value have built our reputation. By consistent results, we mean client projects and designs that optimize year-over-year value while providing year-over-year cost savings through sustainable attributes. SHARCHITECTURE's sustainable mission is to change the perceptions of the marketplace through our people, processes and products by applying a triple bottom-line approach that considers social, economic and environmental impacts of everything we do.

Our projects meet and exceed the goals of our clients, while simultaneously benefiting the community by addressing the critical issues of the environment. Our architecture embodies ideals for holistic, sustainable solutions that not only meet the needs of our clients but also educate them. When you work with SHARCHITECTURE, you get solutions – not problems. Our highly trained team is here to assist you with all your architectural needs.

One advantage of SHARCHITECTURE is our consensus-driven programming and design process that quickly defines project requirements and explores new ideas to be incorporated into the

cover letter

SHARCHITECTURE

project design. Our process has been recognized by the Council of Education and Facility Planners International (CEFPI) which awarded SHARCHITECTURE the James D. MacConnell Award for an outstanding, comprehensive planning process, which resulted in educational facilities that serve the needs of students, staff, and the community, and facilitates student achievement. It recognizes the connection between the planning process and the end-result - healthy and high-performing facilities. This award not only recognizes the planning process but also evaluates the entire building process.

Thank you for your interest. I look forward to discussing your project and working with you in the future.

Sincerely,

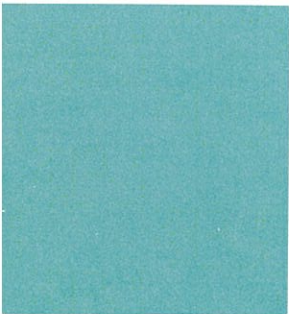
A handwritten signature in black ink, appearing to read 'C. Carlson'.

Curt Carlson, AIA, LEED AP, NCARB

SHARCHITECTURE
7373 Peak Drive, Ste 250
Las Vegas, NV 89128

phone: (702) 363-2222
fax: (702) 363-6060

email: ccarlson@sh-architecture.com
website: <http://www.sh-architecture.com>







SHARCHITECTURE is a recognized leader in the contemporary practice of design; creating responsible, client-centered architecture with a priority focus on sustainable design. The Las Vegas-based firm, founded in 1985, has extensive experience in public works, higher education, K-12, transportation, commercial and retail design. Building long-term client relationships, and attracting new clients who share the same view of successful architecture and healthy communities, are key forces in SHARCHITECTURE's dynamic plan.

SHARCHITECTURE is passionate about design. It's reflected in every aspect of our business. Our design philosophy is a purposed response that is simple, proportionate and elegant. It is contextual to climate, site and community; refined, timeless and coordinated to complement our clients and result in value.

firm
description

SHARCHITECTURE



our mission

When it came to creating a mission statement we built a strong foundation, where every day, every decision is based upon the guiding principles we set forth. The mission statement is a constant source of inspiration, invigoration and renewed commitment to the company philosophy of doing your best in every facet of life.

MISSION

SHARCHITECTURE was founded on and is dedicated to sustainable Architecture, Business, Communities, and Team.

ARCHITECTURE MISSION

To create client-centered architecture which evokes a shared passion and excitement.

BUSINESS MISSION

To operate the firm on a sustainable financial basis of profitability, reasonable growth aligned with our clients' needs, and a commitment to increasing value and returns for our stakeholders.

COMMUNITY MISSION

To recognise the critical role of health, vibrant communities in every aspect of our lives, and take responsibility of improving our communities through our business practices and the active personal involvement of our team members.

TEAM MISSION

To never forget that we are our people, and our focus is to continuously nurture and empower a talented, passionate team of professionals, whose careers are filled with teamwork, contribution, fun and satisfaction.

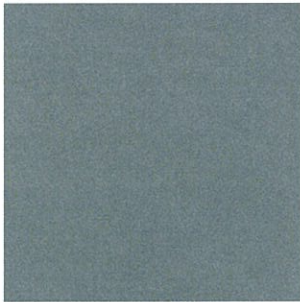
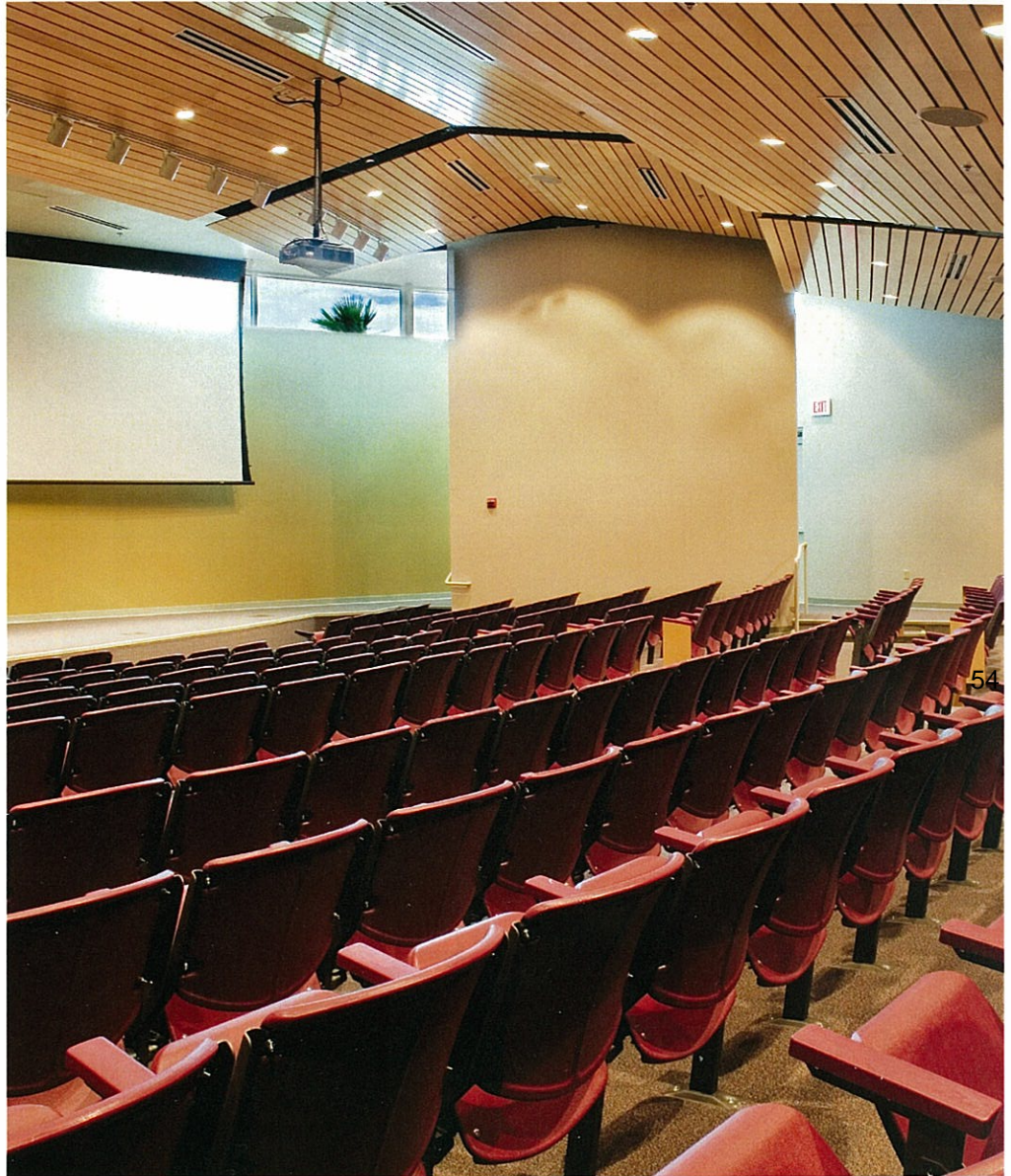


management philosophy

The foundation of SHARCHITECTURE's management philosophy is to hire talented and passionate, self-empowered professionals who live by our Core Values.

As a team our preference is to make and keep agreements, not impose and manage policies. Our primary agreement is the Strategic Plan, which aligns our individual actions and ensures a shared focus on mission and goals. All members of our team are expected to be leaders and mentors, responsible for achievement of our plan and individual fulfillment. Through these bonds of shared values, agreements, teamwork, and trust we provide the environment for unleashing the power of design in every aspect of our business and the opportunity to embrace our full potential.

We are an employee-owned company.



core values

Core values are the promises all of us at SHARCHITECTURE make to each other and to our clients. They impact how we act and how we think - they define our character. We take our Core Values so seriously that we literally carved them in stone.

- We act with *integrity*.
- We keep our *promises*.
- We are a client-centric firm.
- We have open and honest communication.
- We question everything.
- We continuously improve.
- We provide *leadership*.
- We do what it takes: *we make it happen*
- We take care of our fellow team members.
- We balance our work and private lives.
- We are professionals; we take *ownership*.
- *We are passionate about what we do.*





our team

The strength of the company is also built upon the SH team - the people, with all their exceptional talents and expertise, who play individual and complementary roles in creating great architecture, providing excellence in client service, and building a company steadfast in its devotion to community service and social responsibility.

SHARCHITECTURE project teams are led by principals and key team leaders having over twenty-five years of experience in architecture and design. SHARCHITECTURE approaches projects as a cohesive team, maintaining constant communication and involvement with owners and consultants from inception through construction.

key staff

SHARCHITECTURE



JOHN V. ANDERSON, CSI, CCCA, LEED AP, RD

Principal, President, CEO

John’s lifelong work in southern Nevada includes residential, retail, commercial, industrial, government and higher education projects. As President, CEO he provides design oversight, quality assurance, ensuring successful project delivery and customer service excellence for SHARCHITECTURE.

John’s objective is to provide technical guidance to SHARCHITECTURE’s project teams by developing strict standards for adhering to the Construction Specifications Institute manual of practice, developing coordinated Construction Documents, integrating sustainable design practices, and providing the highest level of Construction Contract Administration. Years of code training combined with his experience in dealing with local government agencies expedites our permitting processes.

As a member of the Design Build Institute of America his ambition is to expand the use of integrated project delivery methods such as Design-Build and Construction Management. The philosophy of partnering is a key to SHARCHITECTURE’s winning track record for schedule and budget achievement.

John and his wife Karen enjoy spending their free time with their four kids reading books, playing family games, day trips and vacationing. In his free time John can be found at the local home improvement store planning the next project around the house.

EDUCATION

Associates Degree, Drafting Technician, Clark County Community College, 1984

TOTAL YEARS EXPERIENCE

26

YEARS WITH FIRM

15

LICENSE

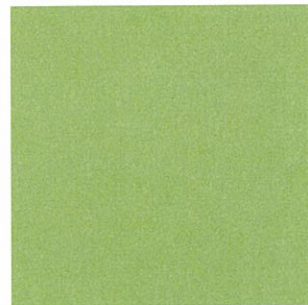
Nevada RD License # 244-P

TRAINING

CDT - Construction Document Technologies Certified
CCCA - Certified Construction Contract Administration
USGBC LEED Accredited Professional

PROFESSIONAL AFFILIATIONS

Habitat for Humanity
Design Build Institute of America
Construction Specifications Institute
NAIOP
Nevada Parks & Recreation Society
Vistage



PROJECT EXPERIENCE

Nevada Power Maintenance Facility & South Operations Center
Las Vegas, Nevada
Principal in Charge

CCSD Capitol Program Management Building
Las Vegas, NV
Principal in Charge

CSN Life Transition Center
Las Vegas, Nevada
Principal in Charge

Nevada State College
Various Facilities
Henderson, Nevada
Principal in Charge

Campos Parole and Probation Building
Las Vegas, Nevada
Principal in Charge

CSN Englestad Health Sciences Building
Las Vegas, Nevada
Principal in Charge

Hollywood Recreation Center
Las Vegas, Nevada
Principal in Charge

CURT CARLSON, AIA, NCARB, LEED AP

Principal , Vice-President, Director of Design

In his role as Director of Design at SHARCHITECTURE, Curt is involved in all levels and phases of the design process. He is responsible for overseeing design efforts firm-wide from conceptual design through the project development to the owner's occupancy. Curt's involvement throughout the design process ensures the qualitative realization of the client's vision. Curt has completed master-planning on over 5,000 acres of institutional, office, retail and mixed-use developments and building design for over 3 million square feet of institutional office and retail projects. Throughout his projects, Curt emphasizes desert design principles of environmental response, functionalism, cost effectiveness and sustainable building designs. He is one of the first Nevada Architects to become Leadership in Energy and Environmental Design (LEED) Accredited.

As a member of the American Institute of Architects, Curt has served on the Board of Directors for 12 years, President of the Las Vegas Chapter in 2007 and is currently the Nevada Chapter President. He also serves on the NAIOP Sustainability Committee and the Legislative Affairs Committee.

Curt's passions include traveling and experiencing great architecture. His extensive travels throughout Europe, Russia, Asia and the United States are reflected in many of his design projects.

PROJECT EXPERIENCE

CCSD Northwest Career and Technical Academy
Las Vegas, Nevada
Director of Design, Lead Designer

CCSD Lyal Burkholder Middle School Replacement
Henderson, Nevada
Director of Design, Lead Designer

CCSD Boulder City High
Boulder City, Nevada
Director of Design, Lead Designer

CCSD Operation and Maintenance Facility Prototype
Las Vegas, Nevada
Director of Design, Lead Designer

CCSD East Career and Technical Academy
Las Vegas, Nevada
Director of Design, Lead Designer

CCSD Facilities Services Center
Henderson, Nevada
Director of Design, Lead Designer

CCSD Adcock-Fife Renovations
North Las Vegas, Nevada
Director of Design

BCCSD Bridger Middle School
Las Vegas, Nevada
Director of Design



EDUCATION

Bachelor of Architecture, Kent State University, 1980

Bachelor of Science in Environmental Design, Kent State University, 1979

Graduate School of Design, Harvard University, 1996, 1999

TOTAL YEARS EXPERIENCE

29

YEARS WITH FIRM

10

LICENSES

Nevada License #3443
California License #C14561
Colorado #401884
NCARB #45987

YEARS LICENSED

25

TRAINING

USGBC LEED Accredited Professional

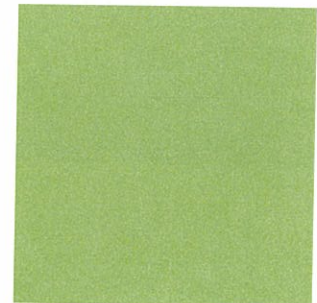
PROFESSIONAL AFFILIATIONS

American Institute of Architects, President 2007;

Board of Directors, 1997-2007

NAIOP, Nature Conservancy, ULI, USGBC

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JOHN SAWDON, AIA

Principal, Client Studio Director

As Principal at SHARCHITECTURE, John manages a wide variety of projects and clients. John's leadership ability and organizational skills combined with twenty plus years of experience provides a keen insight on each project. As a client-centric firm, John's primary mission is to help the client achieve success.

As a Principal, John also is committed to developing and implementing SHARCHITECTURE's strategic plan, goals and core values. John assist in mentoring in mentoring the firm's up and coming young professionals.

John has been happily married for over ten years and has one incredible son and an amazing golden retriever. In his spare time he enjoys traveling and all sports.

EDUCATION

Bachelor of Architecture, 1983
Lawrence Institute of Technology

Master of Architecture, 1998
University of Nevada, Las Vegas

Harvard Graduate School of
Design, 2000

TOTAL YEARS EXPERIENCE

23

YEARS WITH FIRM

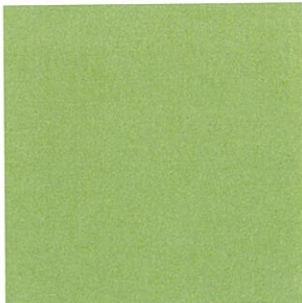
20

STATE LICENSES

Arizona License #27021
Nevada License #4058
Michigan License #1301039450
Virginia License #0401013748
Texas License #19308
Utah License #6383545-0301
NCARB # 79509

PROFESSIONAL AFFILIATIONS

AIA Las Vegas, Treasurer 2008
Las Vegas Chamber of Commerce
Las Vegas Rescue Mission; Past
Board of Directors
International Conference of
Building Officials
March of Dimes Board of Directors



PROJECT EXPERIENCE

CCSD Maintenance Facility
Henderson, Nevada
Principal in Charge

Henderson Recreation Center
Principal in Charge
Henderson, Nevada
Principal in Charge

Hollywood Recreation Center
Las Vegas, Nevada
Principal in Charge

All American Sport Park
Las Vegas, Nevada
Principal in Charge

McCarran Rent A Car Center
McCarran International Airport
Nevada
Principal in Charge

McCarran North Ticketing Expansion
McCarran International Airport
Nevada
Principal in Charge

Courtesy Automotive Dealerships
Oldsmobile
Pontiac
Mazda
Mitsubishi
Principal in Charge

Car Rental Agencies
Dollar
Budget
Thrifty
Principal in Charge

MARK MCGINTY, RD

Principal, Client Studio Director

Mark McGinty is a Principal at SHARCHITECTURE and the Director of K-12 Education studio. With his 27 years of experience in construction, architecture, and construction administration, Mark is involved in every K-12 project from start to finish. He oversees development and quality of construction documents, and carefully monitors construction to assure that the design intent is carried out on time and on budget. Mark supervises his studio's projects on a day to day basis, and performs detailed assessments of project progress at each project milestone.

Mark has more than 27 years of professional experience as a technical team leader, project manager, programming manager and studio director. Mark has completed many public sector, private developer and institutional projects including schools, recreation centers, resorts, office buildings and major retail centers. Mark is very experienced with leading consensus-based design workshops for large, diverse groups of stakeholders. Together with his K-12 studio, Mark assures that the Owner's intent and the stakeholders' wishes come together efficiently.

Mark's passion is serving our community through participating in Rotary, sitting on the Henderson Redevelopment Board and working with the Boys and Girls Clubs of Southern Nevada. Mark enjoys outdoor sports and sporting clays.

PROJECT EXPERIENCE

CCSD Northwest Career and Technical Academy
Las Vegas, Nevada
Studio Director

CCSD Lyal Burkholder Middle School Replacement
Henderson, Nevada
Studio Director

CCSD Boulder City High
Boulder City, Nevada
Studio Director

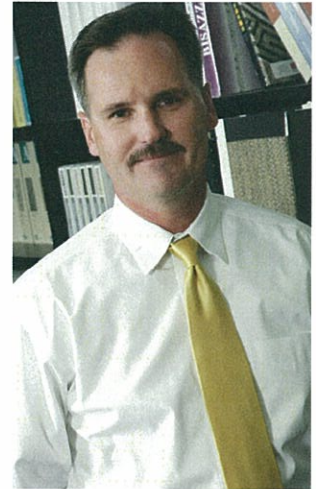
CCSD Operation and Maintenance Facility Prototype
Las Vegas, Nevada
Studio Director

CCSD East Career and Technical Academy
Las Vegas, Nevada
Studio Director

CCSD Facilities Services Center
Henderson, Nevada
Studio Director

CCSD Adcock-Fife Renovations
North Las Vegas, Nevada
Studio Director

BCCSD Bridger Middle School
Las Vegas, Nevada
Studio Director



EDUCATION

Phoenix Institute of Technology,
1981

TOTAL YEARS EXPERIENCE

27

YEARS WITH FIRM

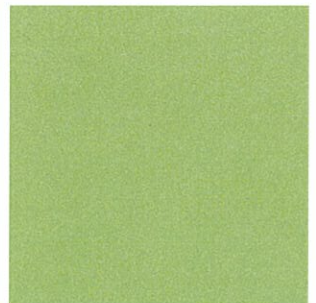
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STATE LICENSES

Nevada RD License #264-P

PROFESSIONAL AFFILIATIONS

CEFPI
Boulder City Rotary Past President
Henderson Chamber of
Commerce
Boys and Girls Clubs of
Henderson, Past Member of Board
of Directors
Henderson Redevelopment
Committee





leaderSHIP

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ARCHITECTURE

www.sh-architecture.com

702.363.2222

GOVERNMENT HIGHER EDUCATION EDUCATION K-12 COMMERCIAL TRANSPORTATION





sustainable design

Throughout the evolution of the firm, the architecture of SHARCHITECTURE has remained firmly grounded in the exploration of Sustainable Design.

Establishing a relationship between the built and natural environment results in high performance buildings. Building design, environmental response, functionality and cost effectiveness are all critical factors in developing sustainable buildings that support these design goals. Curt Carlson, Design Director for SHARCHITECTURE was one of the first Leadership in Energy and Environmental Design (LEED) Accredited architects in the State of Nevada, a designation conferred by the US Green Building Council (USGBC).

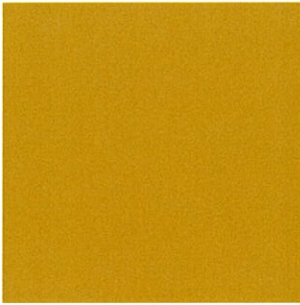
The USGBC is the nation's foremost coalition of leaders from across the building industry, working to promote buildings that are environmentally responsible, profitable and healthy places to live and work. The decision was made as a firm to build an architectural practice on serving the booming Las Vegas population, not on serving the casino and entertainment industry. The firm began building a strong design reputation through unique custom residences, identifiable retail centers and efficient office buildings.

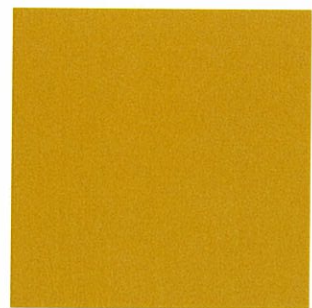
sustainable
design

SHARCHITECTURE

From its earliest projects, the principals worked hard to educate clients about the principles of good desert design. Features such as building orientation, shading, day lighting, natural ventilation, thermal mass and native landscaping shaped many early designs. Desert responsive design was further explored through materials, colors and technologies appropriate to the desert climate. This practice continues with some of the first LEED Accredited Professionals in the state and numerous LEED rated projects.

SHARCHITECTURE currently has nine LEED Certified/Certifiable buildings ranging from Certified to Gold, three Green Globes rated facilities and three EPA Energy Star rated buildings. The SHARCHITECTURE team is dedicated to sustainability in their personal lives as well as in the office. The "Green Team" has organized competitions within the office to promote sustain-





able living in personal lifestyles through recycling, energy and resource conservation and alternative transportation. The office is set up with waterless urinals, recycling programs for paper, plastic, aluminum and ink cartridges, low energy light fixtures and transportation is provided through a fleet of hybrid vehicles.

SHARCHITECTURE has also set up programs for its clients to help initiate green cleaning methods, recycling programs and energy conservation education. On recent trips to Washington DC and Carson City, Curt Carlson and Eric Roberts were lobbying legislators for additional and extended tax credits for sustainable buildings built in the private sector as well as public sector projects.



cheriSH



ARCHITECTURE

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GOVERNMENT · HIGHER EDUCATION · EDUCATION K-12 · COMMERCIAL · TRANSPORTATION



CCSD NORTHWEST CAREER & TECHNICAL ACADEMY

Designed using a truly collaborative, consensus-building process, the visioning team for the Clark County School District Career & Technical Academy includes more than 40 educators and CCSD leaders, as well as business industry partners for each of the six academies, providing insight into realistic curriculum requirements and how to simulate the real world work environment. These industry partnerships will continue once the school is open, through programmed student work experiences and guest lectures.

The school's unique design will integrate core academics into each industry specific technical academy. To create a high performance building, which in turn will incubate high performance students, sustainable building technologies such as daylighting, reduced energy usage, and use of natural materials are essential to the building design. The Career and Technical Academy incorporates renewable resources including daylighting and geothermal heating and cooling. The school will use 30% less power than other schools of this size. This project will be the first LEED Certified school in the state of Nevada.

The school's 9,100 SF library and support space was designed with controlled natural lighting and acoustics, and will address the needs of both students and staff. The State-of-the-Art library will have wireless internet connectivity and multimedia equipment, individual and group workspaces, presentation spaces, and a staff workroom.

The Hospitality Academy was designed to duplicate a full-service commercial kitchen and banquet hall. The 6,300 SF banquet hall is supported by a 6,000 SF commercial kitchen and bakery. In addition to serving as a banquet room, the hall is equipped for presentations and for large-group training sessions. An adjacent coffee shop and outdoor café seating give students experience beyond traditional restaurant service.

OWNER
Clark County School District

CONSTRUCTION COST
\$65,000,000

COMPLETION DATE
July 2007

SIZE
217,000 Square Feet

AWARDS
EPA Energy Star
LEED Silver

SERVICES
Programming
Planning
Design
Construction Administration
Construction Management

project
experience

SHARCHITECTURE



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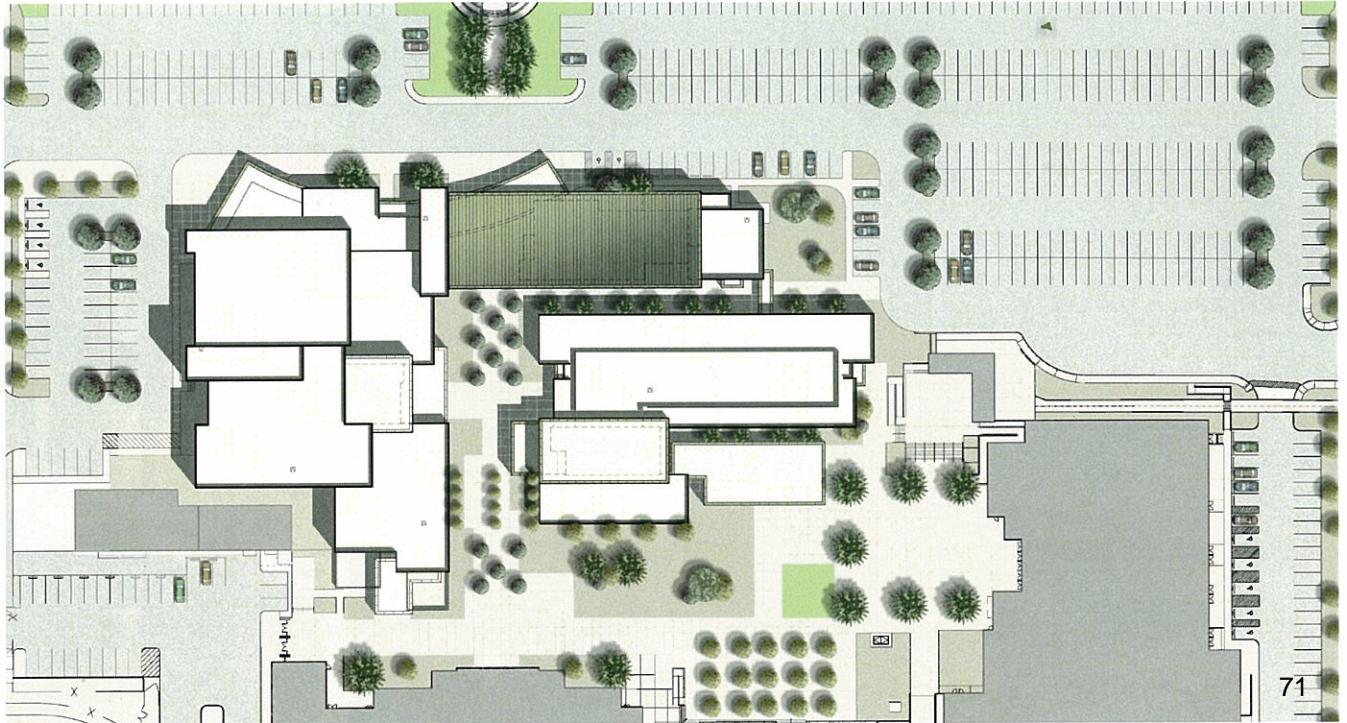
The CCSD Northwest Career and Technical Academy was the recipient of the prestigious James D. MacConnell Award at the 85th Annual CEFPI World Conference and Expo. The award recognizes SHARCHITECTURE for an outstanding, comprehensive planning process, which results in educational facilities that serve the needs of students, staff, and the community, and facilitates student achievement, Emphasizing the connection between the planning process and the end-result, a healthy, high-performing school facility, that uniquely assesses how well a school facility supports the academic program of the school district. With on-site interviews of students, school staff, community stakeholders and the design team, the jury thoroughly evaluates the entire process of building a school.





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OWNER
Clark County School District

PROJECT COST
\$42,000,000

COMPLETION DATE
March 2000

SIZE
135, 000 Square Feet

SERVICES
Site Planning
Zoning
Programming
Schematic Design
Design Development

BOULDER CITY HIGH SCHOOL MASTER PLAN

The five phase “replace-in-place” conceptual masterplan for Boulder City High School is designed to provide a new athletic facility, labs and classrooms as well as new technology center and library. The masterplan anticipates adaptive reuse of the existing gymnasium and theater. Careful analysis of the CCSD High School Ed specs adapted to unique community characteristics has led to a masterplan embraced by both educators as well as the community.

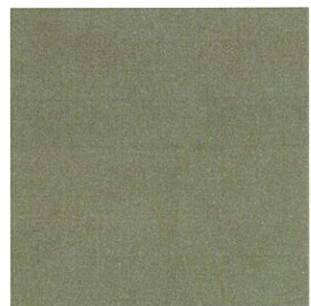
SHARCHITECTURE developed a phased master plan that would achieve total renovation and replacement of Boulder City High School in two phases. Now complete, phase one included building a new gymnasium and renovating the existing gym for reuse a library, computer classrooms, auto shop, band room, and science classrooms. The remaining classroom wings were updated to meet technology, accessibility, and building code needs. The intent of phase two of the Boulder City High School master plan is to demolish and replace the remaining un-renovated buildings on campus with as little disruption to students’ academic and extra-curricular activity as possible. Ultimately, the final phase of construction at the school will provide 18 academic classrooms, 1 science multipurpose classroom, 3 arts classrooms, new band, orchestra, and choral classrooms, as well as a new auditorium. Boulder City High School has always provided a variety of vocational education courses, and one of the most popular is broadcast journalism. Currently, Boulder City High School is the home of BCTV, a local television station. As part of the school, the BCTV studio is used as a classroom during school hours and as a community TV studio after-hours. The new school will also include a community TV station that will be a fully equipped teaching station for the broadcast journalism program.

Perhaps the most important and valuable resource SH Architecture has in the design of Boulder City High School is the community. Throughout this eight-year process we have consistently engaged the community as part of our consensus-based design process. Parents, local businesspeople, CCSD representatives and BCHS staff have been part of our design committee all along. The diversity of opinions helps us to design a school that is truly a part of the community that will be home to generations of Boulder City students.





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OWNER
Clark County School District

CONSTRUCTION COST
\$3,068,000

COMPLETION DATE
May 2004

SIZE
94,000 Square Feet

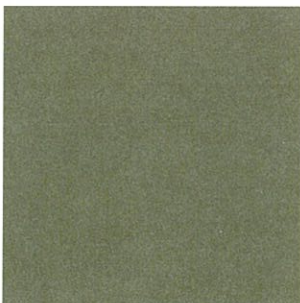
SERVICES
Site Planning
Zoning
Programming
Design Development
Construction Drawings
Bid Specifications
Contract Administration

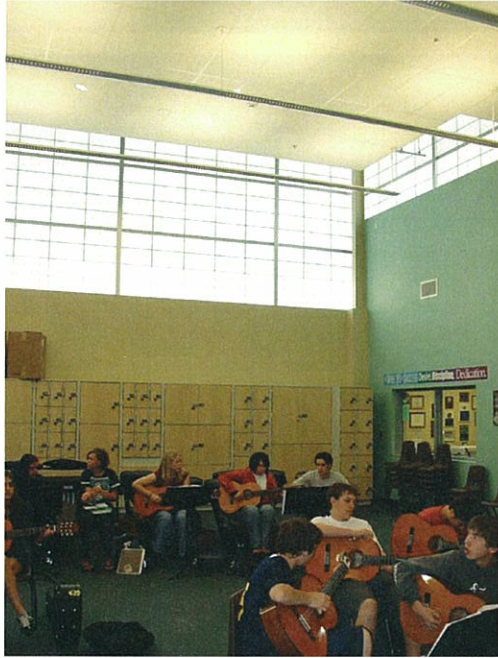


BOULDER CITY HIGH SCHOOL PHASE I SCIENCE & TECHNOLOGY CENTER & GYMNASIUM

The Boulder City High School resource center is a 19,000 sf adaptive reuse of an existing gymnasium. One of the challenges of the project was providing a high performance educational environment within the shell of a 1950s gymnasium. SHARCHITECTURE redesigned the space to include a 4,500 sf resource center with computer classrooms, conference rooms, library and multipurpose classrooms. Additional spaces included in the adaptive reuse are automotive technology classrooms and new science and mathematics classrooms. The new resource center was carefully redesigned to address the needs of a modern student body. There is plenty of natural daylight, space for technological expansion, flexible learning space for group work, informal presentation spaces, and ample areas for displaying student work. The generous, north-facing, light-filled lobby doubles as a gallery for student artwork. One of the most striking features of the new resource center is the “cloud,” a daylighting system comprised of a central 800 sf skylight and custom-designed screening baffles to distribute glare-free sunlight throughout the reading room.

As with any retrofit in an old building, modernization of HVAC systems and technology at the BCHS resource center was very challenging. Low ceilings and masonry walls, among other things, posed particular problems in design. To achieve the appearance of the light, flowing ceiling, it was necessary to minimize ductwork, meanwhile providing maximum flexibility for data and communication. Some strategies that helped to achieve these goals were using the two-story lobby as a return air shaft, and surrounding the resource center with many small data rooms in lieu of one central data room. Many studies have been done recently on the effects of interior environments on student performance. Alongside good daylight in learning spaces, factors such as low-toxicity in finishes, superior air filtration, and good acoustics all contribute to high performance learning environments. Paints, coatings and adhesives for the BCHS renovation were chosen to be healthy, low-toxicity materials. Meanwhile, the replacement of old HVAC systems included excellent filtration as well as careful design for quiet air delivery. The cloud treatment on the ceiling doubles as daylight reflector and acoustical treatment, helping to keep the library quiet. The new resource center truly combines the new with the old, keeping the character of the 1950s campus on the outside while using the best of modern materials and technology for a state of the art learning environment.







OWNER

Clark County School District

CONSTRUCTION COST

\$34,800,000

COMPLETION DATE

July 2007

SIZE

217,000 Square Feet

AWARDS

EPA Energy Star
2007 Southwest Contractor Best of Nevada

SERVICES

Master Planning
Existing Building Survey
Programming
Design
Construction Administration
Construction Management

CCSD BURKHOLDER MIDDLE SCHOOL

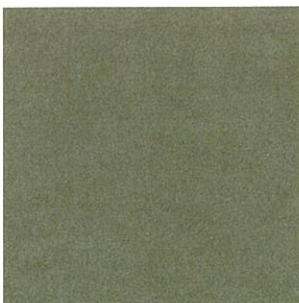
The Burkholder Middle School replacement project brought with it many challenges. The new middle school’s guidelines require it to be a “ high performance middle school ” aimed at having over a 50% reduction in total energy consumption, as well as reduced operating and maintenance costs.

SHARCHITECTURE’s goal for the new middle school is to design a Gold LEED Certified building, which promotes resource conservation and creates a healthy and comfortable learning environment. Generous use of daylighting in the classrooms and other rooms, building orientation, high efficiency lighting, and energy management systems contributed to the goal of using just 30,000 BTU, where 70,000 BTU is typical.

SHARCHITECTURE faced the challenges of preserving the rich legacy of the existing school, which was originally opened to Henderson’s children in 1952. We set out to achieve this goal by first protecting the most recognizable landmark on the site, the old gymnasium.

By preserving the gymnasium, SHARCHITECTURE set the tone of design for the rest of the Burkholder Campus. While the buildings are brand new, the materials and forms of the old school have influenced many design features.

The old gymnasium building underwent an adaptive retrofit to function as the student center . The main gymnasium space is a new multi-purpose room, serving as a cafeteria, performance venue and school meeting space. The locker rooms were converted into a kitchen, classrooms, and a new central plant. In keeping with the historic preservation of the middle school, a retaining wall of volcanic stone was built on the site in 1967 by a respected member of the Henderson community, and the stone was salvaged and used in the new structure.





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OWNER

Clark County School District

CONSTRUCTION COST

\$68,000,000

COMPLETION DATE

July 2008

SIZE

217,000 Square Feet

AWARDS

EPA Energy Star
2007 Southwest Contractor Best of Nevada

SERVICES

Master Planning
Existing Building Survey
Programming
Design
Construction Administration
Construction Management

CCSD EAST CAREER AND TECHNICAL ACADEMY

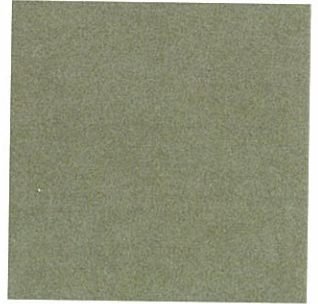
The CCSD East Career and Technical Academy is the second facility based on the NW Career and Technical Academy prototype. On this campus, the single building layout from NWCTA was divided into a three building campus due to the site conditions. Additional academies were added and the sixes of existing academies were modified for the specific needs of the area served. Materials and systems stayed consistent with the prototype - utilizing ground source geothermal heat pumps for the HVAC systems and tilt-up construction for the majority of the structures. The same strict energy conservation guidelines were utilized as well to reduce energy consumption 40%. The facility, with 104 SF per student, is designed around a 30,000 BTU/SF/Year energy budget. The preliminary findings have found daily operations are out performing the design to add even greater savings to the school.

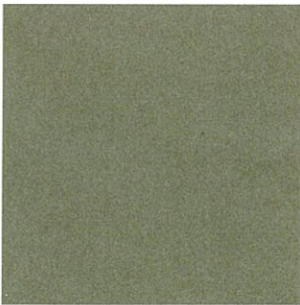
The programs and academies have been adapted for the surrounding demographics and businesses. NW concentrated heavily on Transportation and Hospitality while East is more focused on Building Engineering, Early Childhood Development and Medical Professions. In addition to specialized career courses, the schools also offer the standard required core subjects and offer intramural sports in lieu of team sports.





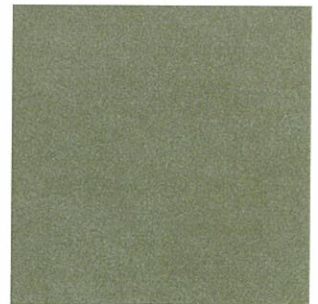
78







80





OWNER

Clark County School District

CONSTRUCTION COST

\$21,000,000

COMPLETION DATE

July 2011

SIZE

89,000 Square Feet

SERVICES

- Master Planning
- Programming
- Design
- Construction Administration

CCSD ELEMENTARY SCHOOL PROTOTYPE

SHARCHITECTURE'S new Elementary School Prototype is completing its first re-site for CCSD. Early in 2007, CCSD announced a design competition for the newest Elementary School Prototype.

The criteria were challenging by inspiring; successful designs will use half the energy of a typical school of the same size, and successful designs will come in at 2/3 of a typical cost per square foot.

Multiple architects and the CCSD collaborated during the summer of 2007 to perform a detailed program verification which included incorporating CEFPI (Council of Educational Facility Planners International) recommendations, addressing changes in local, state and national requirements, and confirming space requirements in the current program. In addition to these fundamental tasks, the architects and the CCSD collaborators took time to look for design-driven solutions to issues such as multi-use spaces that could help reduce square footage and creative adjacency arrangements that might enhance building flexibility.

In addition to design features to enhance student and staff performance, such as daylighting, increased thermal control, and superior indoor air quality, SHARCHITECTURE designed vitality and dynamism into "standardized" spaces. While dozens of "copies" of this school might be built, we have designed identity schemes that will make each school unique, giving students a sense of ownership and individuality.

We also challenged ourselves and our engineers to exceed our past performance on energy conservation. We have met the CCSD energy challenge on our two Energy Star schools - the Northwest Career and Technical Academy and Burkholder Middle School. Our proposed design for the new Elementary School will combine common sense passive solar design with innovative on-site renewable energy generation.





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NCSD Manse Elementary School

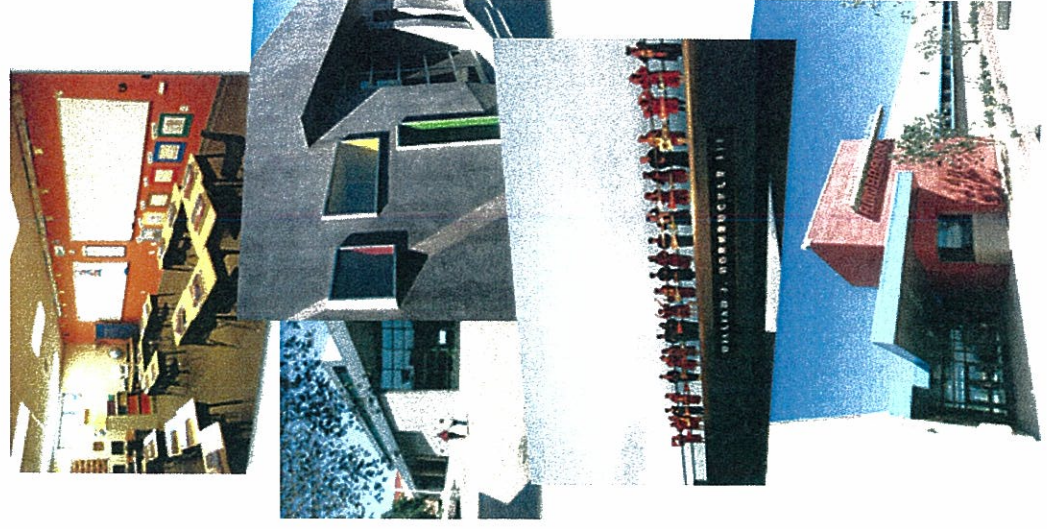
Manse Elementary



NCSD Manse Elementary School



Introduction



CSA

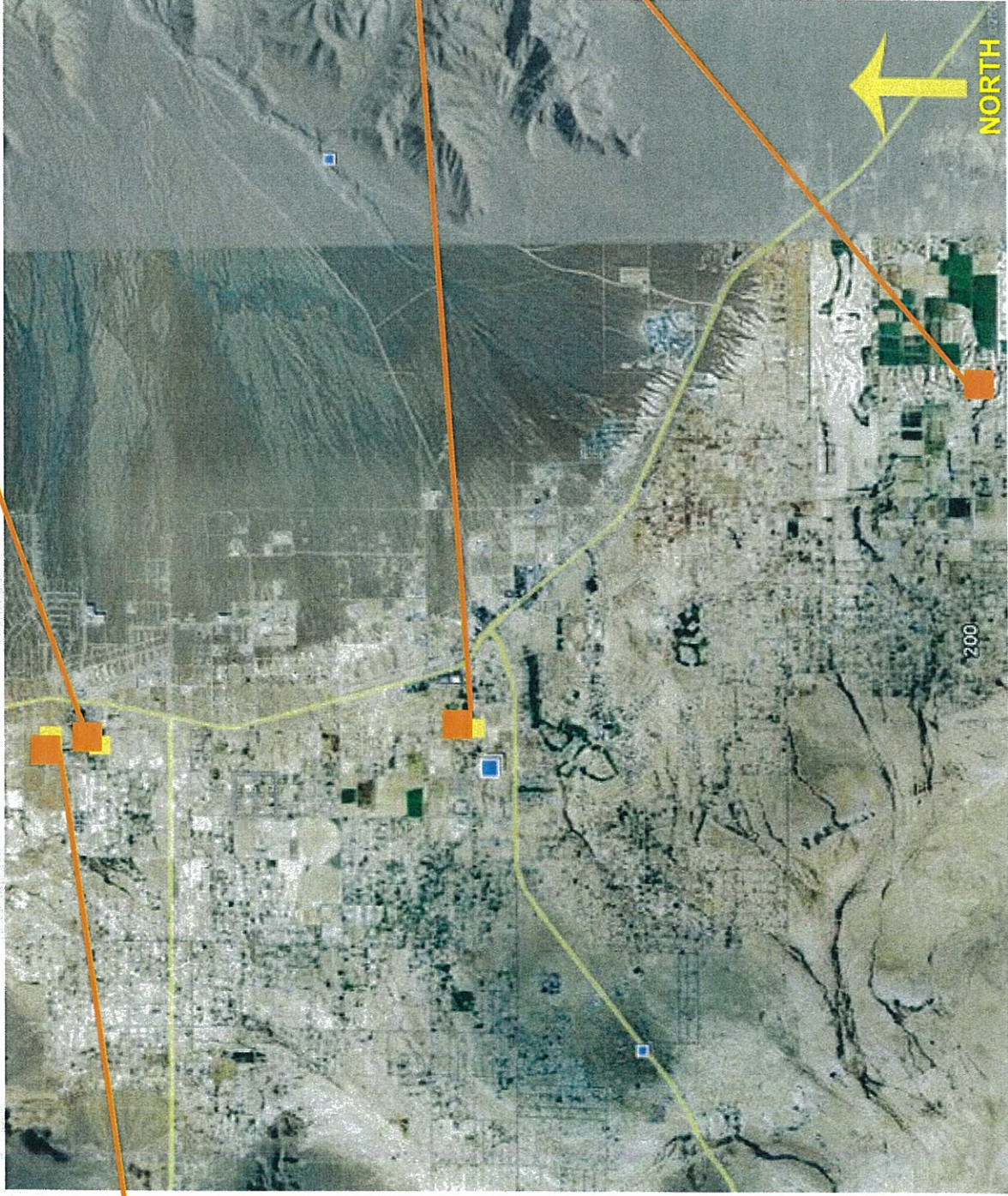
- Established in 1986 in Las Vegas, Nevada
- Passionate about architecture and design
- 86 design awards
- service and client oriented
- hands on approach of principal involvement
- relationships have been our success
- more than 4 million sf of educational design – k-12 & higher ed
- sustainable design

NCSD Manse Elementary School

Pahrump, NV



Rosemary Clark Middle School



Proposed Manse Site

Existing Manse Site

Floyd Elementary School





NCSD Manse Elementary School

Manse Elementary Site – 19.8 acres





NCSD Manse Elementary School

5333.34

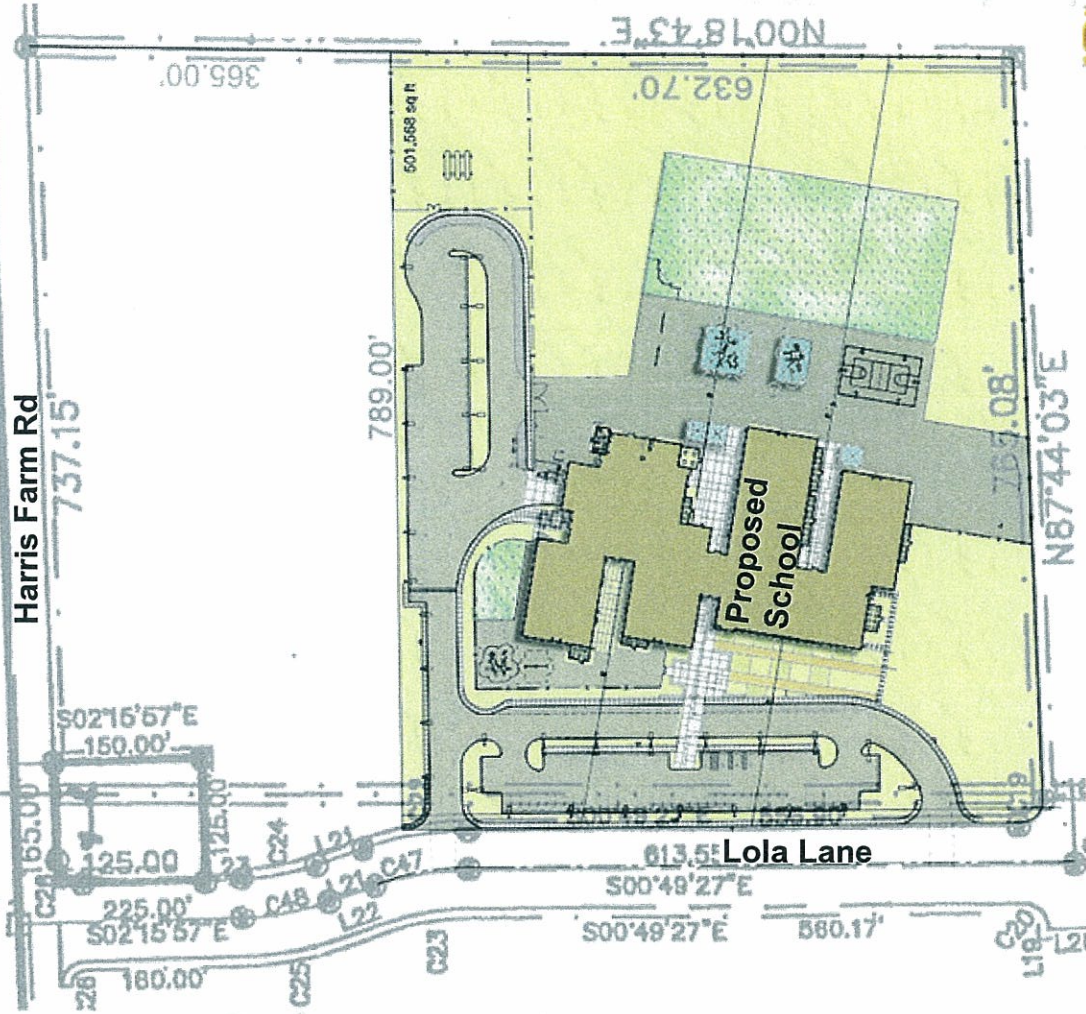
Manse Elementary Site

Area

Gross: 19.78 acres
 Elementary Site: 11.51 acres
 North Side: 8.27 acres

Site Coverage

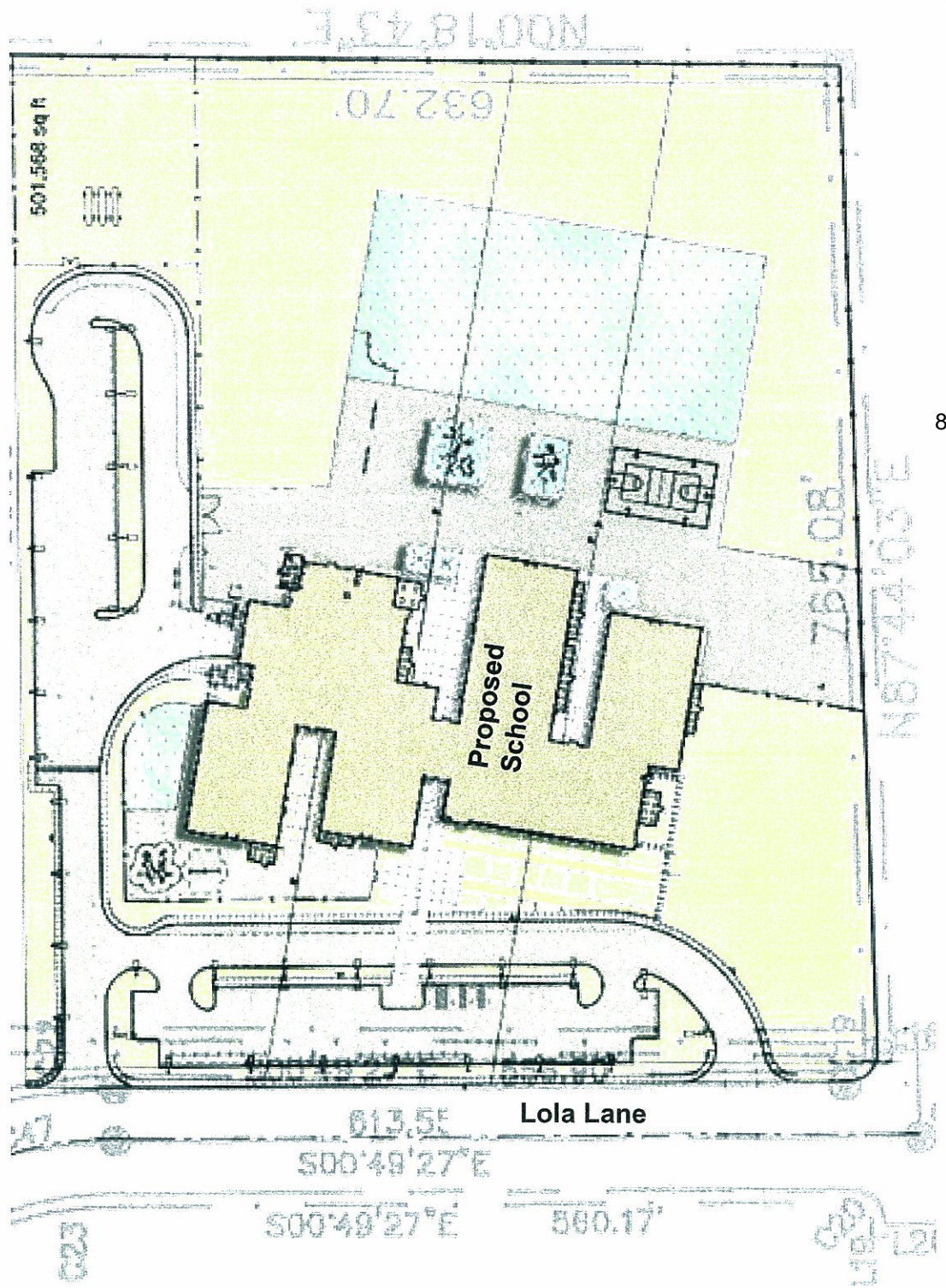
Building Footprint / Gross Area
 55,417 sf / 501,658 sf 11.04%





NCSD Manse Elementary School

Manse Elementary Site



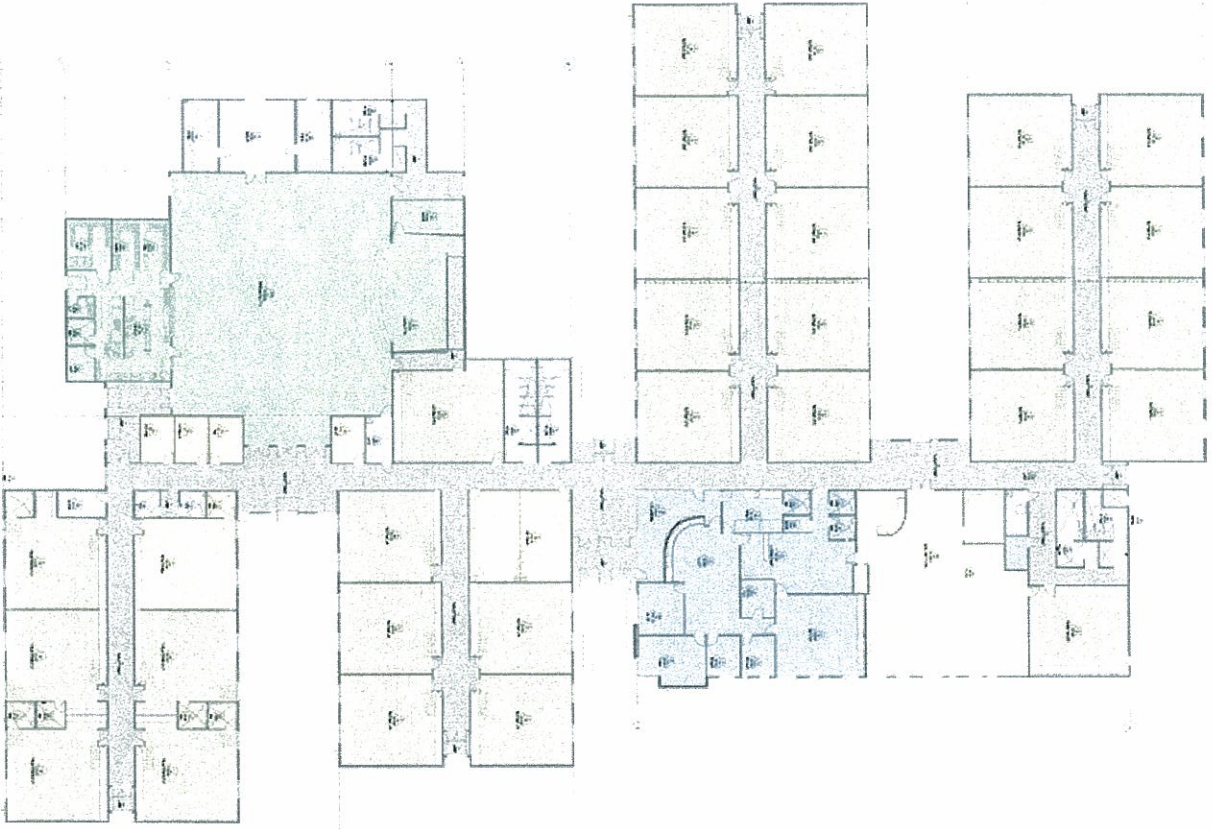
NCSD Manse Elementary School



Manse Elementary School

Floor Plan

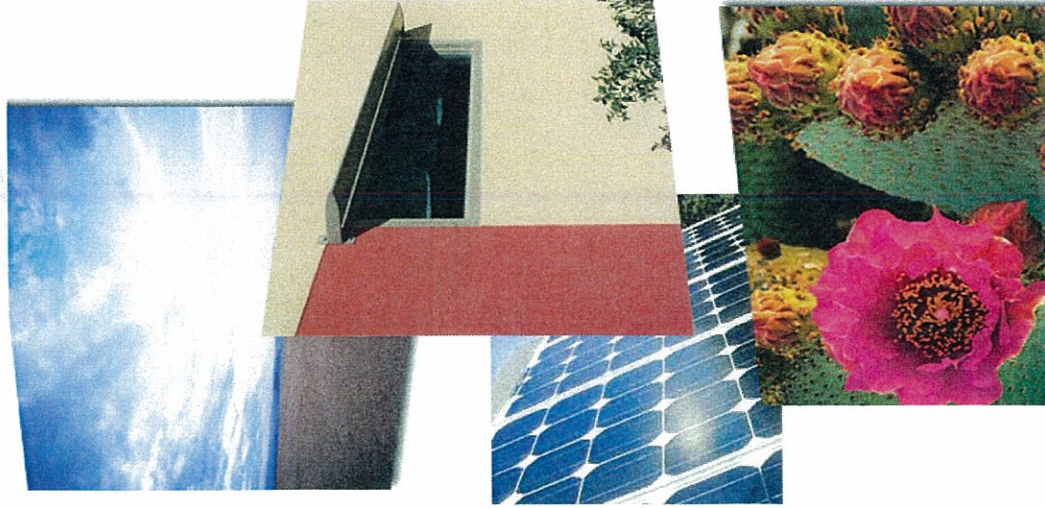
- 1 year walk-through with principal and staff
- incorporate staff & maintenance requests
- entry security
- daylight in classrooms
- way finding
- easy to get around school





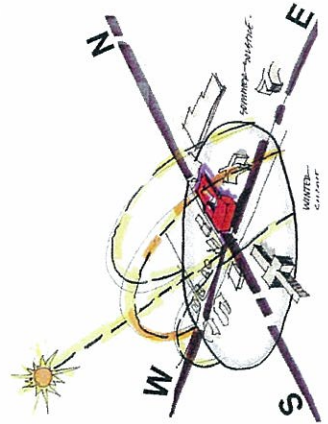
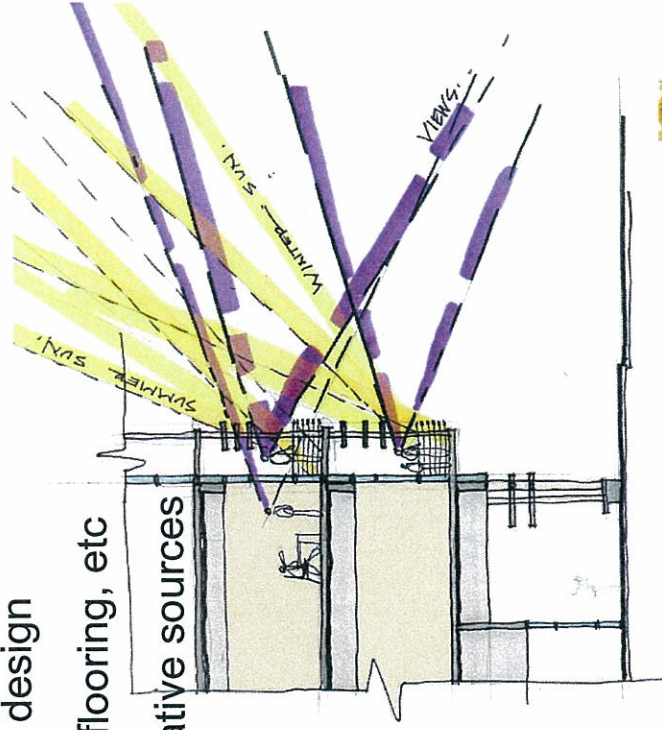
NCSD Manse Elementary School

Manse Elementary School



Sustainability

- proper orientation
- day lit classrooms
- efficient lighting
- minimize maintenance through design
- low VOC coatings, adhesives, flooring, etc
- efficient HVAC – look to alternative sources

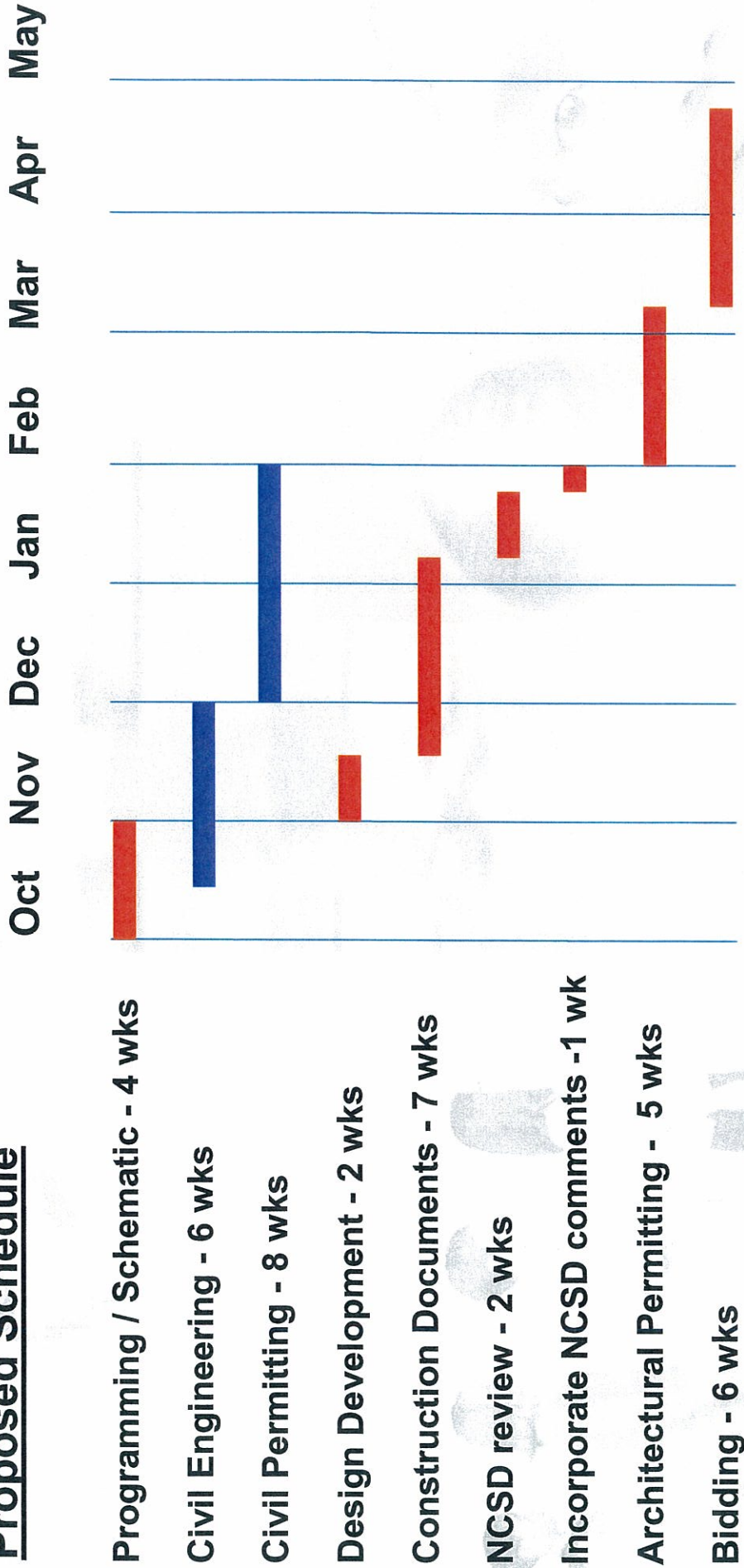


NCSD Manse Elementary School



Manse Elementary School

Proposed Schedule



NCSD Manse Elementary School



Manse Elementary School



Conceptual Budget Analysis

Fees & Permits	\$ 180,000.00
Construction	
Off-site Work	\$ 350,000.00
On-site Work	\$ 2,500,000.00
Building Structure	\$ <u>9,350,000.00</u>
Sub-Total	\$12,200,000.00
Escalation	\$ 488,000.00
4%	
Total	\$12,868,000.00



NCSD Manse Elementary School



Manse Elementary School



Proposed Architectural Fee's

- Architecture / Interiors
- Mechanical, Electrical, Plumbing Engineering
- Structural Engineering
- Civil Engineering
- Landscape Architecture
- Cost Estimating
- Food Service Design

Specifications

Total	\$562,800.00
Mechanical Alternative Systems	\$ 22,000.00 add

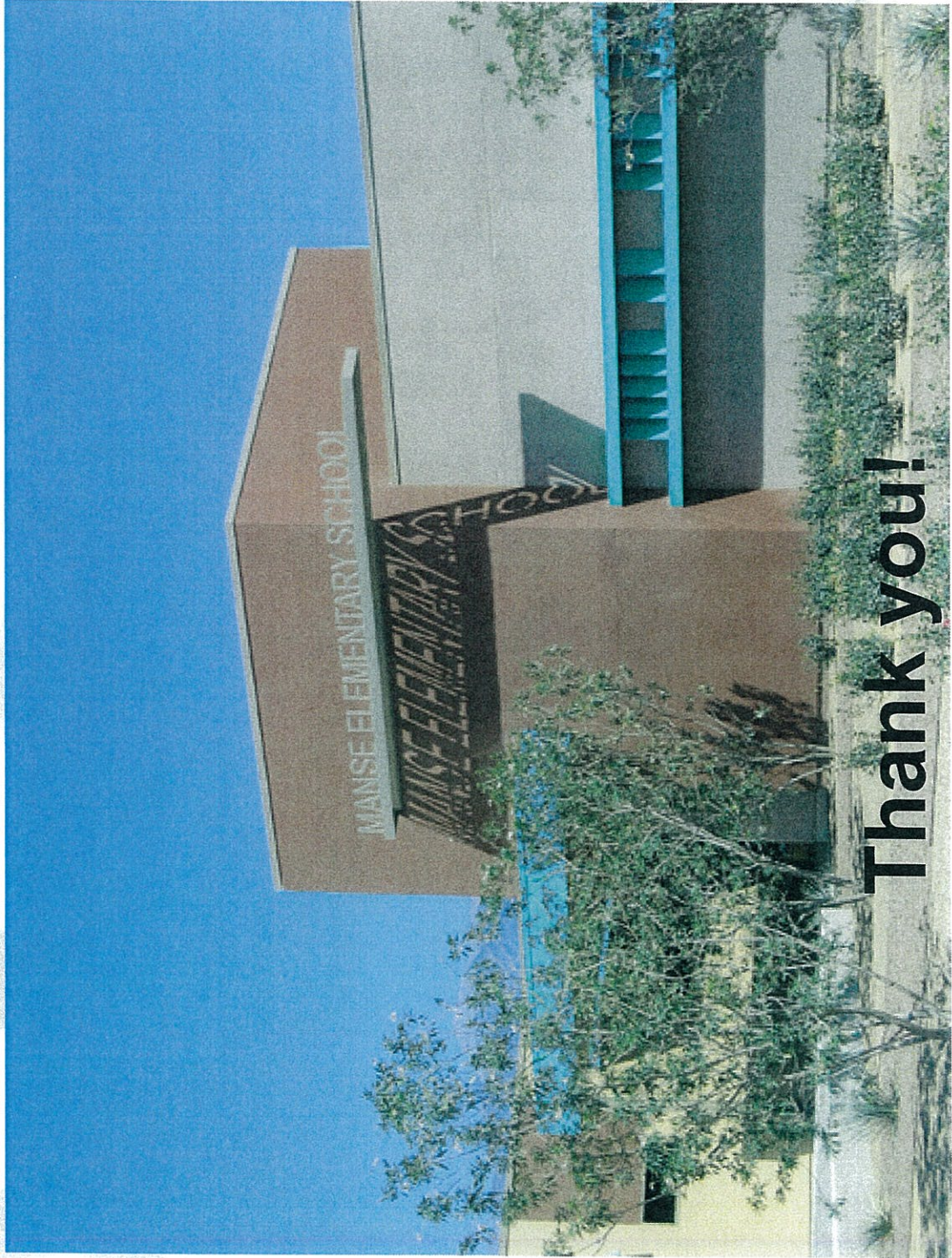
Floyd Elementary Fee

\$818,400.00



NCSD Manse Elementary School

Manse Elementary



Thank you!





CARPENTER
SELLERS
ASSOCIATES
ARCHITECTURE DESIGN PLANNING

PRINCIPALS
STEVEN R. CARPENTER, AIA
W. RICK SELLERS, AIA
MICHAEL A. DEL GATTO, AIA,
LEEDAP

PROPOSAL FOR ARCHITECTURAL SERVICES

September 23, 2009

Dr. Rob Roberts
Nye County School District
484 S. West Street
Pahrump, NV 89048

Re: NCS D Tonopah Elementary School

Dear Dr. Rob,

Carpenter Sellers Associates is pleased to provide this proposal for Architectural services on the above-mentioned project. We appreciate the opportunity to continuing working with you to provide two (2) conceptual analysis' regarding your existing Tonopah Elementary/Middle School located at the intersection of Arizona St & McCulloch St on 38.65 acres. We are basing this proposal on the information and instructions you provided during our meeting with you and the construction committee on 9/14/09.

Scope of Work

CSA will provide conceptual architectural design and limited civil engineering services to assist Nye County School District in determining the best course of action regarding the Tonopah Elementary School. CSA will conduct an existing facility analysis, review the existing ADA Compliance Report and conduct a site circulation study that includes parking, fire routes, bus routes and a new play area. Civil Engineering will conduct boundary/topo, aerial topo survey to generate 1-ft elevation contours of the project (100' outside the property line) and calc sheet, ADA grading plan & earthwork estimates and an existing utilities plan. From our investigation, we will develop two (2) concepts for your review. Both concepts will incorporate outstanding ADA deficiencies of the site and the existing buildings. Please find below our proposed scope for each concept.

Concept 1 - Demolition of the existing classroom wings and build a new classroom wing or wings on the same finish floor level as the existing first floor of the middle school. The new wing will include interior loaded corridors instead of the existing exterior loaded. We will look at providing internal connectivity of the existing administrative, cafeteria and middle school with the new elementary school.

Concept 2 - Demolition of the existing classroom wings, administrative areas and cafeteria. Utilize the existing, abandoned ball-fields to the North of the existing middle school to develop a new k-5 elementary school and relocate the administrative areas and the cafeteria.

Included with each concept will be site plan studies which address pedestrian and vehicular site circulation.

Work Plan

Please review the following detailed description of work for the conceptual design tasks for services provided for in this proposal.

Programming / Conceptual design

1. Kick off Meeting

- a. Kick off meeting between CSA and Nye County School representatives to discuss the requirements/goals and critical owner concerns (budget, schedule, etc) of project. One (1) meeting.
- b. Identify specific program requirements for the project.

2. CSA Effort

- a. Develop a program that identifies spatial relationships and types, function, flow and budget per the ideas discussed at our kick off meeting.
- b. Develop conceptual floor plan studies and layouts (2).
- c. Develop conceptual site plans based on the concepts described above (2).
- d. Prepare conceptual level cost estimates of the two concepts.

3. Design Presentation/Review

- a. Two (2) meetings between CSA and Nye County School representatives to review the project program and the conceptual site plans, floor plans and conceptual cost analysis of each.
- b. Attendance of one (1) Town Board meeting in Tonopah, Nevada.

4. Deliverables

- a. CSA to provide the owner with rendered copies of conceptual site plan and floor plan drawings.
- b. One (1) printed, 8 ½ x 11 program document and a pdf file on CD of this document.

Service & Fee Breakdown

- Architecture
- Civil Engineering
- Cost Estimating

Fee Summary

Design Services described in the scope above will be provided for a fixed fee of **\$66,700.00**.

Architecture	\$39,800.00
Civil Engineering	\$22,600.00
Cost Estimating	\$ 4,300.00
Total	\$66,700.00

Reimbursable Expenses & Additional Services

Additional Services when authorized by the client will be billed per our standard office hourly rates (see attached schedule "A"). Reimbursable expenses are billed in addition to our hourly rates at **1.00**

times the cost to the architect. This includes transportation and lodging expenses in connection with out-of-town travel, reproduction, renderings, delivery and/or postage and handling of drawings and submittals, and long distance telephone or facsimile charges.

Payment Schedule

Progress will be billed monthly based on percentage of work complete. Any changes in scope and/or major revisions will require additional services which can be billed at our hourly rates or for a fixed fee.

Services Not Included in our Fee

- Architectural Design Services beyond what is stated in scope above
- Civil Engineering services beyond what is stated in scope above such as demand calculations, drainage, traffic, etc
- LEED Design and/or Certification
- Soils testing and reports
- MEP Engineering
- Structural Engineering
- Landscape Architecture
- Zoning/Entitlements
- Permit/Submittal Fees
- Express Plans Check
- Value Engineering
- Record drawings
- Book Specifications
- Coordination of Utility submittals, such as Power, Gas, Telephone, etc.
- Representation at Planning Commission and City Council is not included beyond the one Town Board Meeting in Tonopah specified above; if necessary this service can be provided and will be billed at our hourly rates.
- Any item or service not specifically listed above.

This fee proposal will remain in effect for 60 days from the date of the proposal. Any changes in scope and/or major revisions will require additional services which can be billed at our hourly rates or for a fixed fee. Please refer to the attached Schedule A for our hourly rates, terms and conditions.

If this proposal is acceptable to you, under the terms and conditions in Schedule "A", please indicate by signing below and initialing each page, including the exhibit pages. We look forward to working with you on this project. If you have any questions or concerns, please feel free to contact our office.

Thank You,



W. Rick Sellers, AIA, NCARB

Approved By:

Signature

Attachment
WRS/sh

Print Name Date

SCHEDULE A
Carpenter Sellers Associates
Terms and Conditions For Architectural Services

1. AUTHORIZATION TO PROCEED

Signing the accompanying agreement for architecture and related services shall be authorization by the Client for Carpenter Sellers Associates ("CSA" and/or "Architect") to proceed with the work described, unless otherwise stated in the agreement form.

2. STANDARD OF PRACTICE

Services performed by Carpenter Sellers Associates under this agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in the agreement or in any report, opinion, document, or otherwise.

3. INVOICING AND PAYMENT

This schedule and these policies are part of the letter of agreement to which is attached indicating scope of work by the architect for this specific project. Payment of the retainer and signing of this page will signify your intent as a client to contract with Carpenter Sellers Associates, a Nevada Professional Corporation, for architectural services. This agreement may be in addition to our standard agreement (AIA Contract). In contracting with our company, the Client warrants that funds are available to compensate for the total amount of services and expenses contracted, and that these funds are neither encumbered nor contingent by lending institutions or other parties.

Unless noted otherwise in the proposal, invoices are submitted based upon progress of our work. They are due upon receipt and become delinquent if not paid in full thirty (30) days after the date of the invoice. A service charge will be applied to the delinquent balance at the rate of 1.5% per month.

Account delinquency will result in the stopping of all work on the project by Carpenter Sellers Associates and any of its consultants and sub-consultants. Work will commence upon payment of all retainers, fees and service charges due. In some cases, an additional fee will be required to re-start work that has been stopped due to account delinquency.

Standard billing rates are reviewed each year. Rates are adjusted annually, but will not increase more than 5% per year from those noted in number 5 for this project.

4. ADDITIONAL SERVICES

1919 S. JONES SUITE C LAS VEGAS, NEVADA 89146
mail@csaarchitects.com
NCS D Tonopah Elementary School, 9/22/09

Any services beyond those specified in this agreement will be provided for separately under an additional agreement or supplemental agreement.

5. STANDARD HOURLY RATES FOR ARCHITECTURE AND INTERIOR DESIGN

Principal	\$290.00
Director of Operations	\$203.00
Licensed Architect / Proj. Manager	\$165.00
Design Director Arch. / Interiors	\$165.00
Project Manager Arch. / Interior Design	\$155.00
Project Coordinator Arch. / Interior Design	\$135.00
Job Captain Architecture	\$105.00
Job Captain Interior Design	\$95.00
Intern I	\$90.00
Intern II	\$78.00
Administrator/Business Development	\$100.00
Admin/Marketing	\$78.00
Admin I/Bookkeeping & Office Bsn. Mngr	\$75.00
Admin II/Project Secretary/CA Assistant	\$75.00
Admin III/Secretary/Reception	\$70.00

6. REIMBURSABLE EXPENSES FOR IN-HOUSE CONSUMABLES

Blueprints/plots	18x24 - \$1.25/ea
	24x36 - \$1.80/ea
	30x42 - \$2.75/ea
Photo copy color	letter - \$1.00/ea
	11x17 - \$1.50/ea
	11x17 - \$0.25/ea
Photo copy B/W	letter - \$0.15/ea
	11x17 - \$0.25/ea
	letter - \$1.00/ea
Cover/binding	letter - \$1.00/ea
Color renderings	letter - \$8.00/ea
	11x17 - \$10.00/ea
	18x24 - \$24.00/ea
	24x36 - \$48.00/ea
30x42 - \$72.00/ea	

7. LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the Project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of CSA to the Owner for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Architect to the Owner shall not exceed the Architect's insurance coverage available at the time of settlement or judgment. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Carpenter Sellers Associates will perform these services with reasonable diligence and expediency

SCHEDULE A
Carpenter Sellers Associates
Terms and Conditions For Architectural Services

consistent with sound professional practices. CSA shall not be responsible for damages or be deemed in default by reasons of delays in performance due to circumstances beyond our direct control. For purposes of this proposal, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; acts of terrorism or acts of a public enemy, whether actual or threatened, an epidemic, quarantine or other causes similar to those enumerated or beyond the parties' control; failure of any government agency to act in a timely manner; failure of performance by the Owner or the Owner's contractors or consultants; or discovery of any hazardous substances or differing site conditions. CSA does not control the duration of work by others including government agencies and makes no warranty, expressed or implied, about obtaining agency approvals by a certain date.

CSA shall not have control over nor charge of, and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or safety programs in connection with the project. CSA shall not be responsible for the contractor's schedules or failure to carry out the project in accordance with the construction documents. CSA shall not have control over or charge of acts or omissions of the contractor, sub-contractors, or their agents or employees, or of any non-CSA persons providing services or providing work on this project.

Specification of products to be used in the interior design and furnishings of the project represent CSA's professional opinion regarding aesthetics and conformance with the overall intent of the project. CSA assumes no responsibility for the use, warranties, guarantees, durability or reliability of the products. The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold CSA harmless from any claims resulting from the misuse or failure of products to comply with the intended use as specified by the manufacturer.

8. CONSEQUENTIAL DAMAGES

The client shall not be liable to Carpenter Sellers Associates and Carpenter Sellers Associates shall not be liable to the client for any consequential damages incurred by either party due to the fault of the other, regardless of the nature of this fault or whether it was committed by the client or Carpenter Sellers Associates, their employees, agents or consultants. Consequential Damages include, but are not limited to, loss of use and loss of profit.

9. OWNERSHIP AND COPYRIGHT

1919 S. JONES SUITE C LAS VEGAS, NEVADA 89146
mail@csaarchitects.com
NCS D Tonopah Elementary School, 9/22/09

All drawings and specifications remain the property of Carpenter Sellers Associates. Copies of the drawings and specifications retained by client/owner may be utilized for client/owner's use only and for occupying the project for which they were prepared and not for the construction of any other project. Any unauthorized modifications or use of the plans and specifications shall be at the Owner's sole risk and without liability to CSA and CSA's consultants.

10. SUSPENSION

In the event all or any portion of the of the Project is abandoned, terminated or suspended for more than thirty (30) calendar days, the Client shall pay Carpenter Sellers Associates for services rendered and documents prepared or partially prepared including expenses and other charges incurred by Carpenter Sellers Associates prior to the point of abandonment, termination or suspension. In addition, an equitable adjustment to both fee and schedule will be made to accommodate remobilization costs.

11. TERMINATION

In the event termination becomes necessary, the party (client or Carpenter Sellers Associates) effecting the termination shall so notify the other party and termination will become effective seven (7) calendar days after receipt of termination notice. Irrespective of which party shall effect termination or the cause of the termination; the client shall be responsible for the compensation to CSA for all services completed through the point of termination, reimbursable expenses, expenses directly attributed to termination for which CSA is not otherwise compensated, plus an amount of the anticipated profit on the value of services not performed by CSA within fourteen (14) days of receipt of the final bill.

12. DURATION

Carpenter Sellers Associates reserves the right to revise the scope and terms of this proposal, including fee for basic services, if not accepted by Client within 60 days from date of proposal.

13. GOVERNING LAW

This agreement is to be governed by and construed in accordance with the law of the principal place of business of Carpenter Sellers Associates.

14. EXISTING CONDITIONS

If this Project involves the remodeling and/or rehabilitation of an existing structure or structures, the Owner shall furnish, at the Owner's expense, all information, requirements, reports, data, surveys and

SCHEDULE A
Carpenter Sellers Associates
Terms and Conditions For Architectural Services

instructions required by this proposal, including but not limited to, existing drawings and as-built surveys. The Architect may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. If the Project involves the remodeling and/or rehabilitation of the existing structure, the Owner agrees to furnish such additional consultant(s) as may be reasonably required to address, evaluate and, as necessary, remediate previously unknown, existing conditions that should not have been reasonably discovered by the Architect in the exercise of its standard of care. Furthermore, inasmuch as the remodeling and/or rehabilitation of the existing structure requires that certain assumptions be made by the Architect regarding existing conditions, and because some of these assumptions may not be verifiable without the Owner's expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees and consultants (collectively, Architect) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to the discovery of or lack of discovery of existing conditions and/or as otherwise associated with the remodeling and/or rehabilitation of the existing structure aspect of the Project, when such conditions could not have been reasonably discovered by the Architect, and excepting those damages, liabilities or costs attributable to the negligence and willful misconduct by the Architect.

15. OWNER'S RESPONSIBILITIES

The Owner shall: (a) provide full information in a timely manner regarding requirements for and limitations on the Project, (b) render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services, (c) provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service, (d) furnish tests, inspections, and/or the services of other consultants when such tests, inspections, or services are requested by the Architect and are reasonably required by the scope of the Project; and (e) require the Contractor to review and approval all submittals prior to submitting the same to CSA. The aforementioned services, information, inspections and tests shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

16. RESPONSIBILITY FOR CONSTRUCTION COST

Evaluations of the Owner's Project budget, the preliminary estimate of Construction Cost and detailed estimates of Construction Cost, if any, shall be prepared by the Owner's cost estimator or contractor. The Owner may request that the Architect review and comment upon the proposed budget and estimates. However, the Owner understands that the review and comments by the Architect represent the Architect's judgment as a design professional familiar with the construction industry. Provided that the Owner approves CSA's plans and specifications at the conclusion of each design phase, CSA shall not be otherwise responsible for the Cost of Construction. Neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared by the Owner's cost estimator or contractor and/or comments regarding the same by the Architect.

17. NO THIRD PARTY BENEFICIARIES

Nothing contained in this proposal shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect. The Architect's services under this proposal are being performed solely for the Owner's benefit, and no other party or entity shall have any claim against the Architect because of this proposal or the performance or nonperformance of services hereund.

18. HAZARDOUS MATERIALS

The Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

19. SOLE CORPORATE REMEDY

It is intended by the parties to this proposal that the Architect's services in connection with the Project shall not subject the Architect's individual shareholders, employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, except in the event of fraud, the Owner agrees that as the Owner's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against CSA, the executing party to this Agreement, and not against any of the individual shareholders, employees, officers or directors.

SCHEDULE A
Carpenter Sellers Associates
Terms and Conditions For Architectural Services

20. ASSIGNMENT

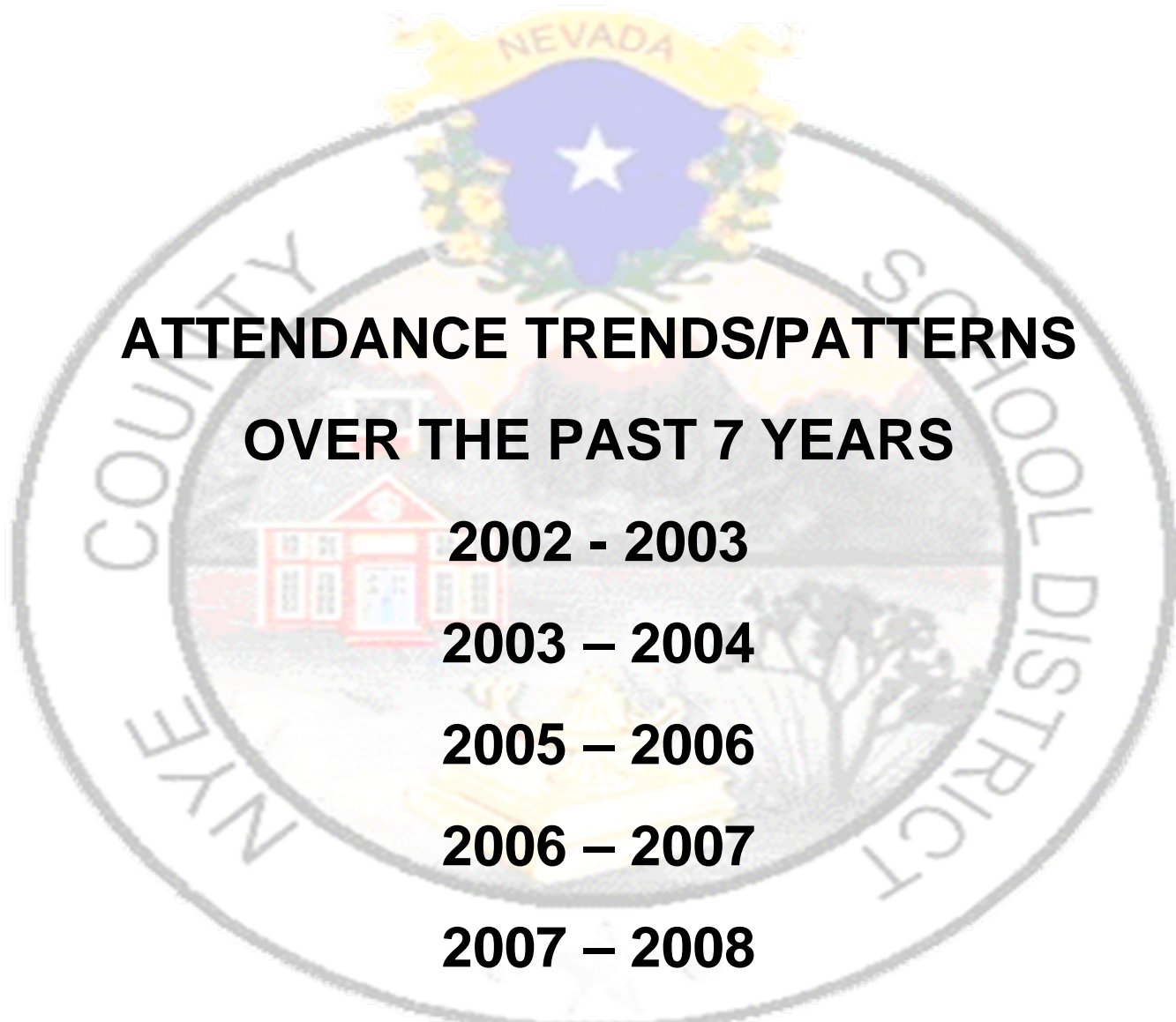
Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) and/or any right, claim, cause of action, duty or obligation under it without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by the CSA shall not be considered an assignment for purposes of this Agreement.

THE AGREEMENT AND THESE TERMS AND CONDITIONS EXPRESS THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THESE TERMS AND CONDITIONS SHALL TAKE PRECEDENCE OVER ANY INCONSISTENT OR CONTRADICTIONARY PROVISIONS CONTAINED IN ANY PROPOSAL, CONTRACT, NOTICE TO PROCEED, OR LIKE DOCUMENT REGARDING CARPENTER SELLERS ASSOCIATE'S SERVICES. IF ANY ONE OR MORE OF THE PROVISIONS CONTAINED IN THIS AGREEMENT SHALL BE HELD UNENFORCEABLE, THE ENFORCEABILITY OF THE REMAINING PROVISIONS SHALL NOT BE IMPAIRED.

By: _____

Printed Name: _____

Title: _____ Date: _____



**ATTENDANCE TRENDS/PATTERNS
OVER THE PAST 7 YEARS**

2002 - 2003

2003 - 2004

2005 - 2006

2006 - 2007

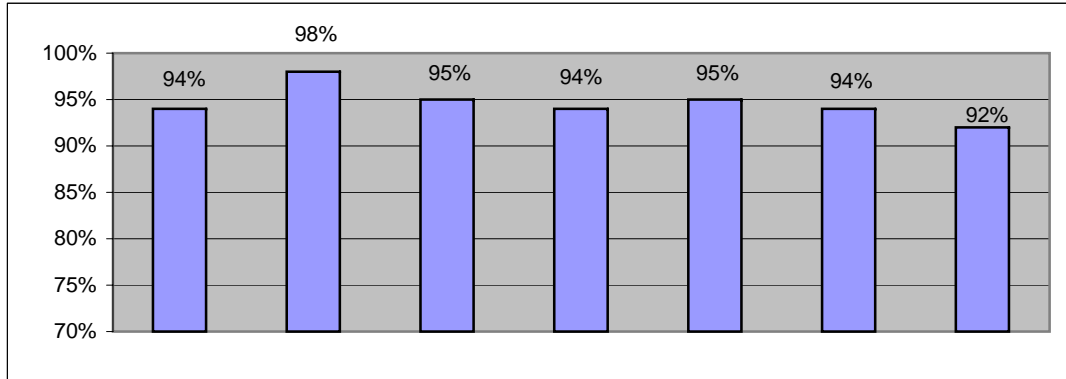
2007 - 2008

2008 - 2009

Amargosa

2002-03	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09
94%	98%	95%	94%	95%	94%	92%

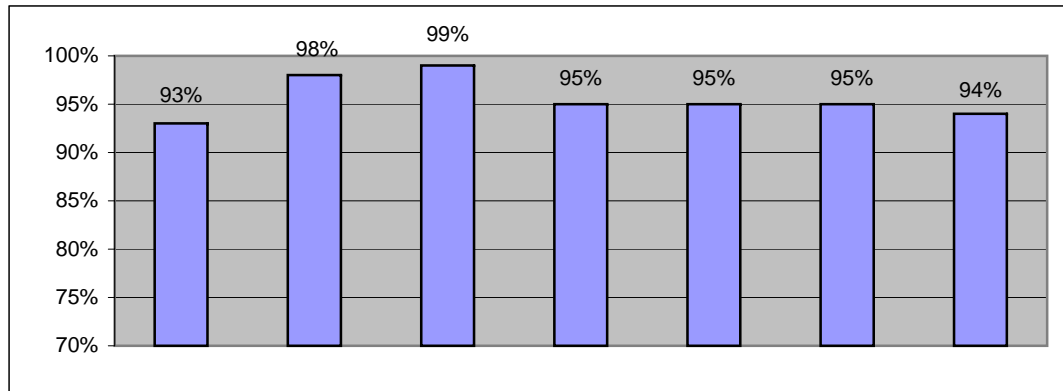
90%.....



Beatty Elem

2002-03	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09
93%	98%	99%	95%	95%	95%	94%

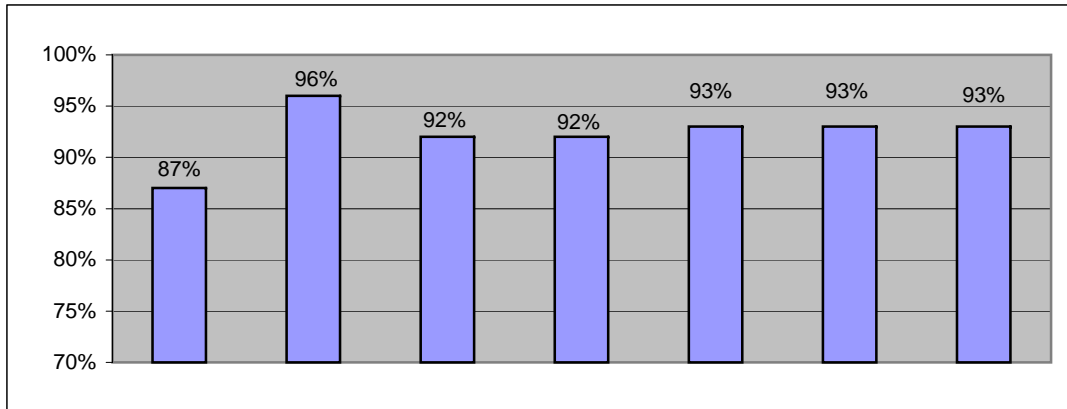
90%.....



Beatty High

2002-03	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09
87%	96%	92%	92%	93%	93%	93%

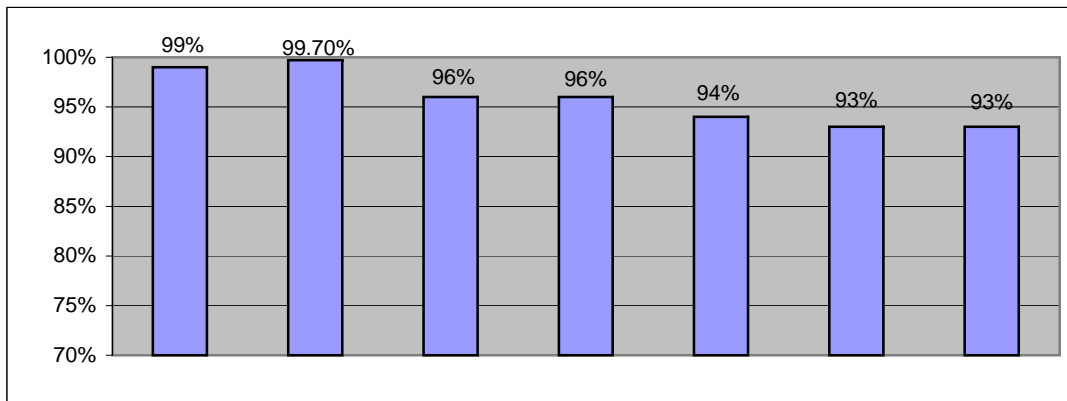
90%.....



Duckwater

2002-03	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09
99%	99.70%	96%	96%	94%	93%	93%

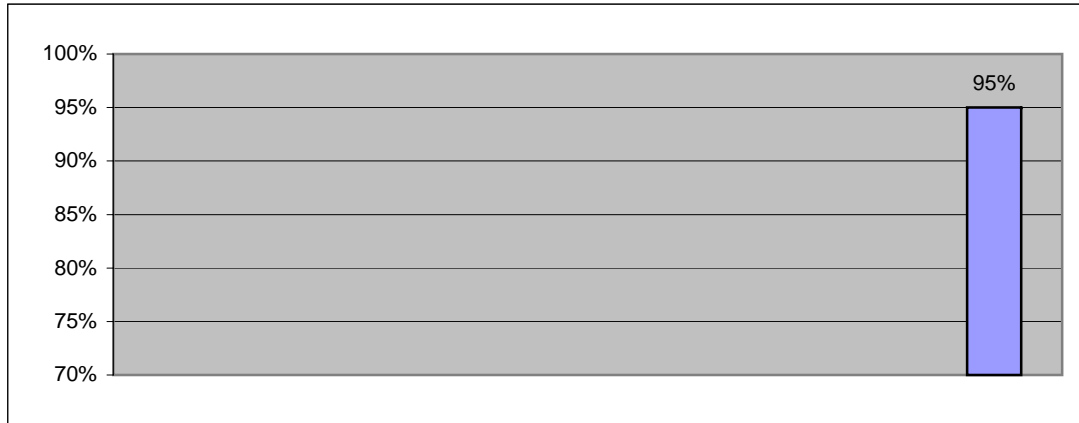
90%.....



Floyd

2002-03	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09
0%	0%	0%	0%	0%	0%	95%

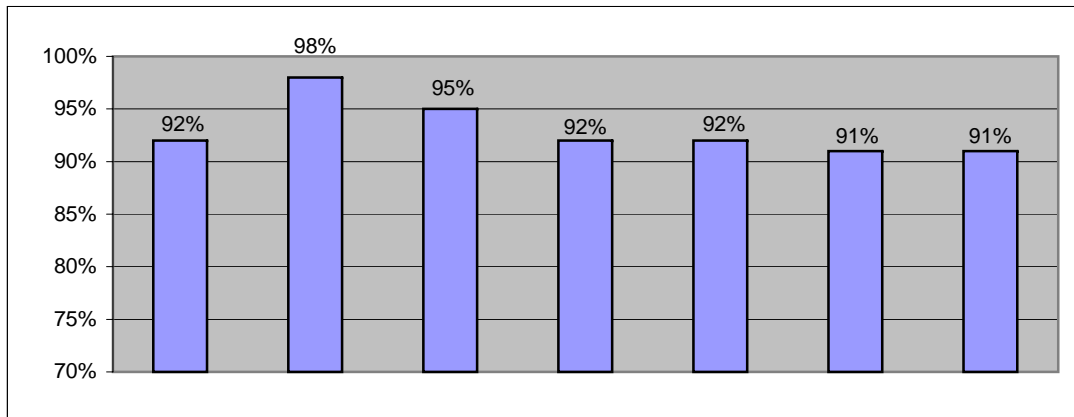
90%.....



Gabbs

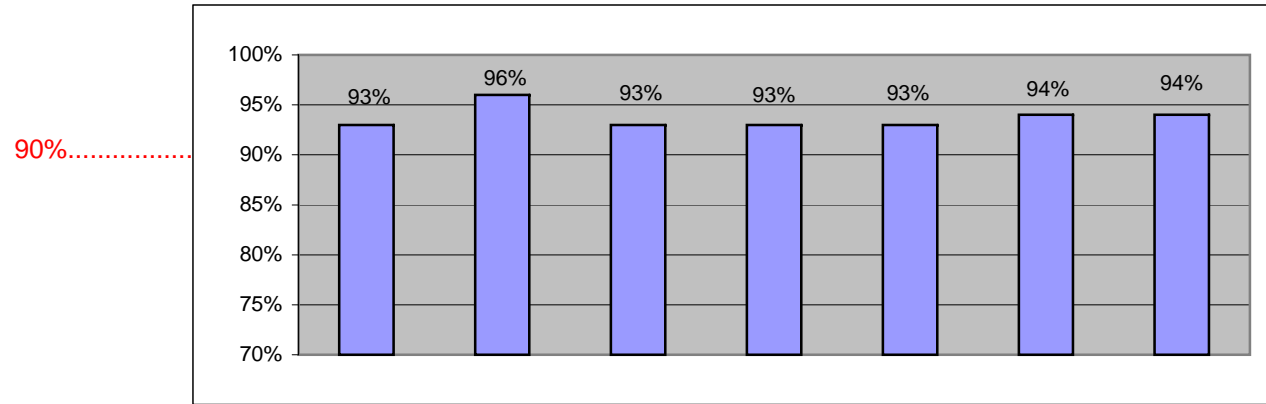
2002-03	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09
92%	98%	95%	92%	92%	91%	91%

90%.....



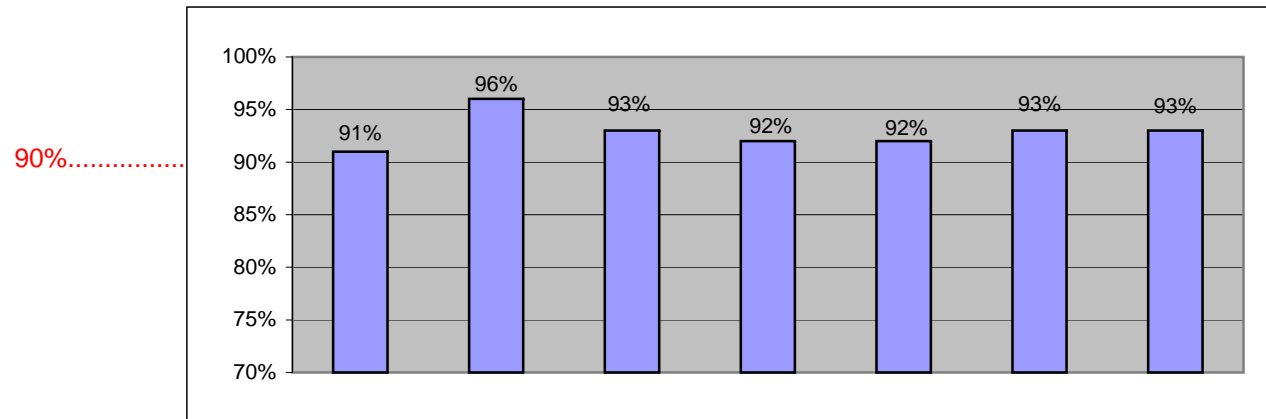
Hafen

2002-03	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09
93%	96%	93%	93%	93%	94%	94%



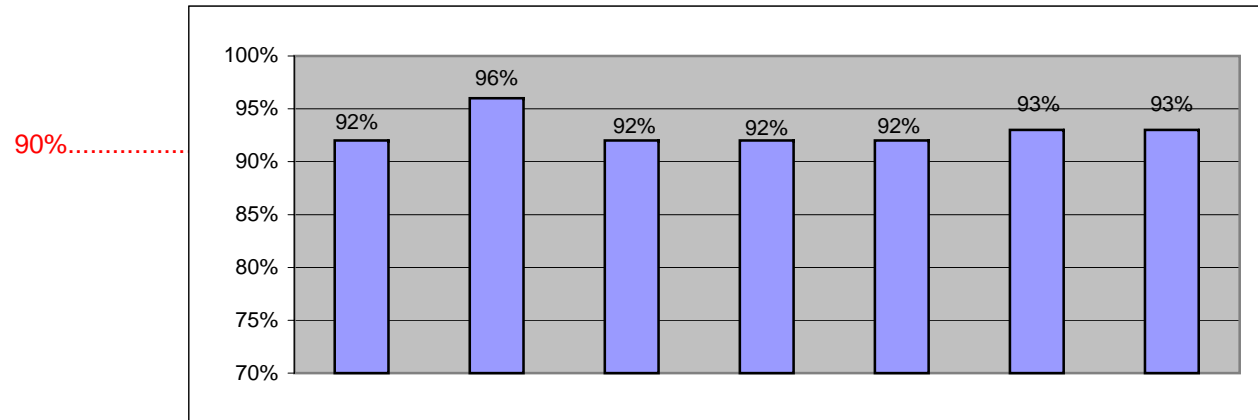
JG Johnson

2002-03	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09
91%	96%	93%	92%	92%	93%	93%



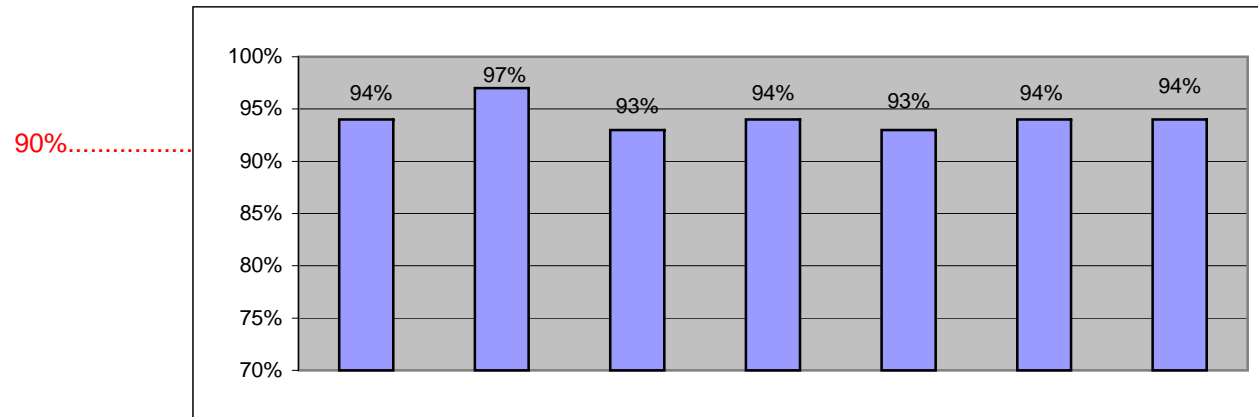
Manse

2002-03	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09
92%	96%	92%	92%	92%	93%	93%



Mt. Charleston

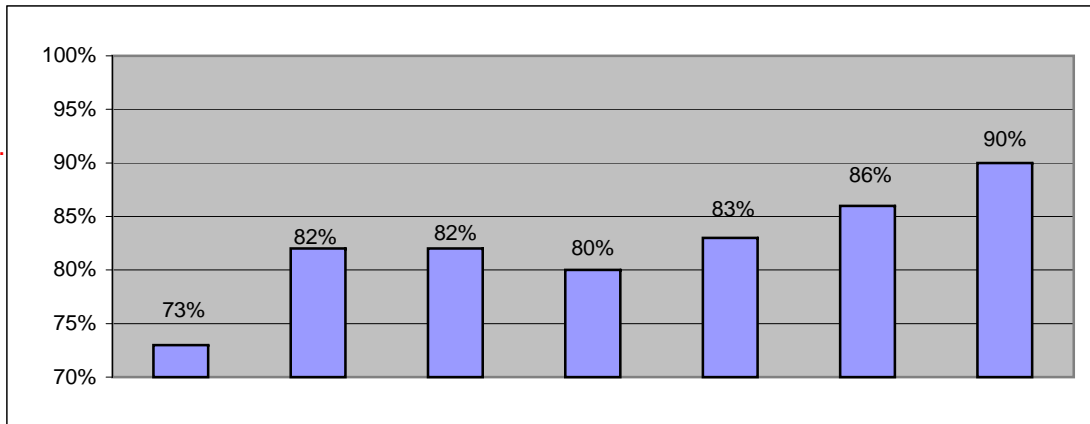
2002-03	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09
94%	97%	93%	94%	93%	94%	94%



Pathways

2002-03	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09
73%	82%	82%	80%	83%	86%	90%

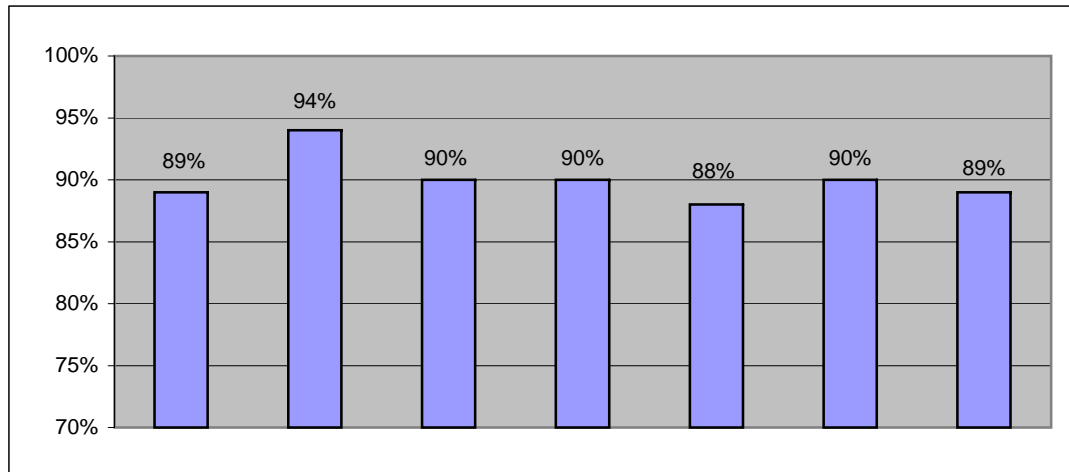
90%.....



PVHS

2002-03	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09
89%	94%	90%	90%	88%	90%	89%

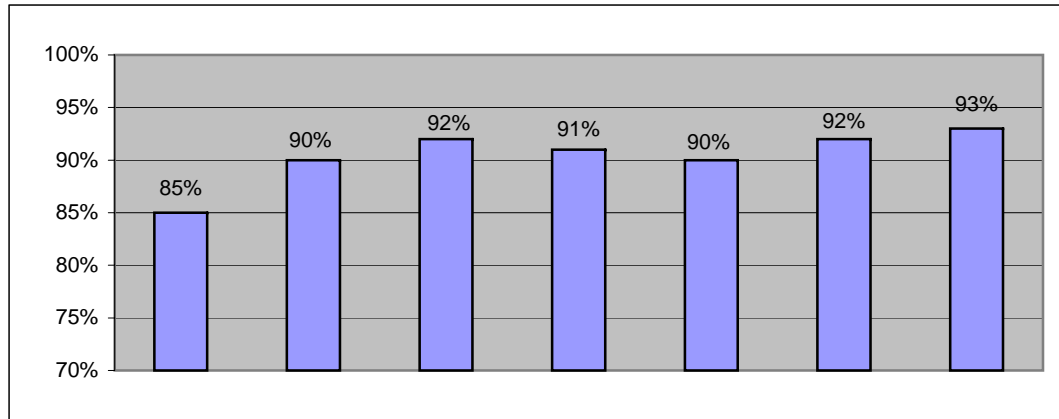
90%.....



RCMS

2002-03	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09
85%	90%	92%	91%	90%	92%	93%

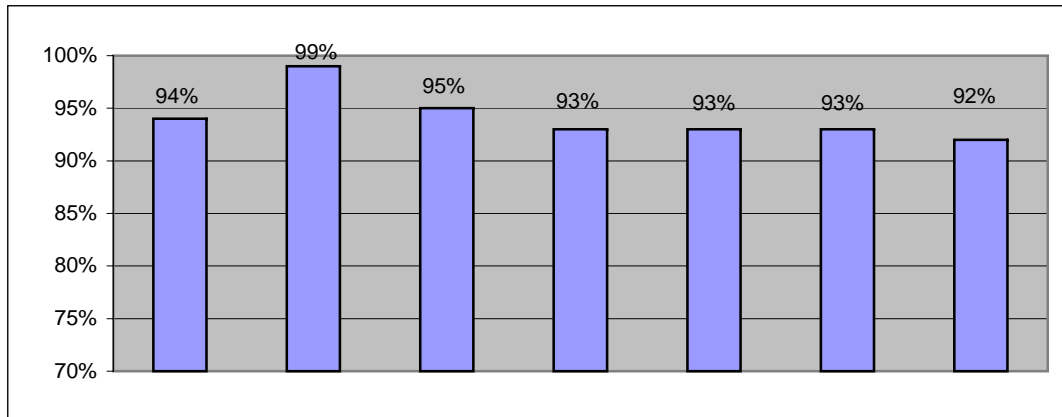
90%.....



Rnd Mtn Elem

2002-03	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09
94%	99%	95%	93%	93%	93%	92%

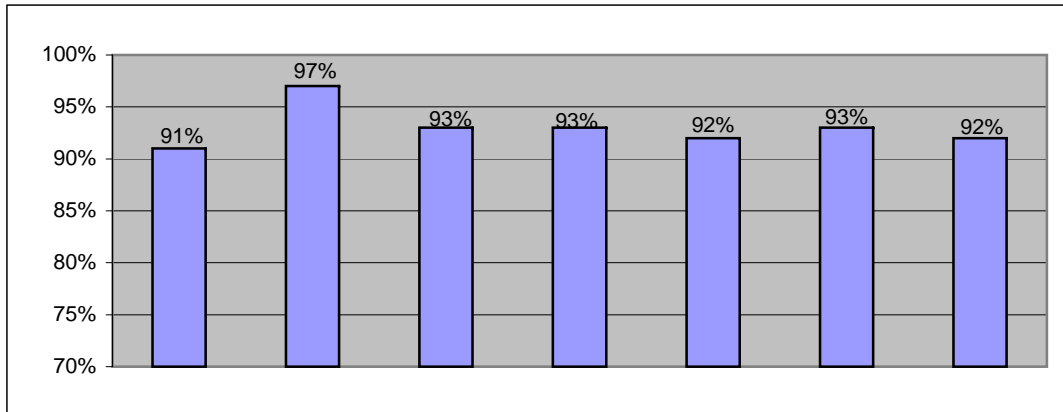
90%.....



Rnd Mtn Jr/Sr

2002-03	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09
91%	97%	93%	93%	92%	93%	92%

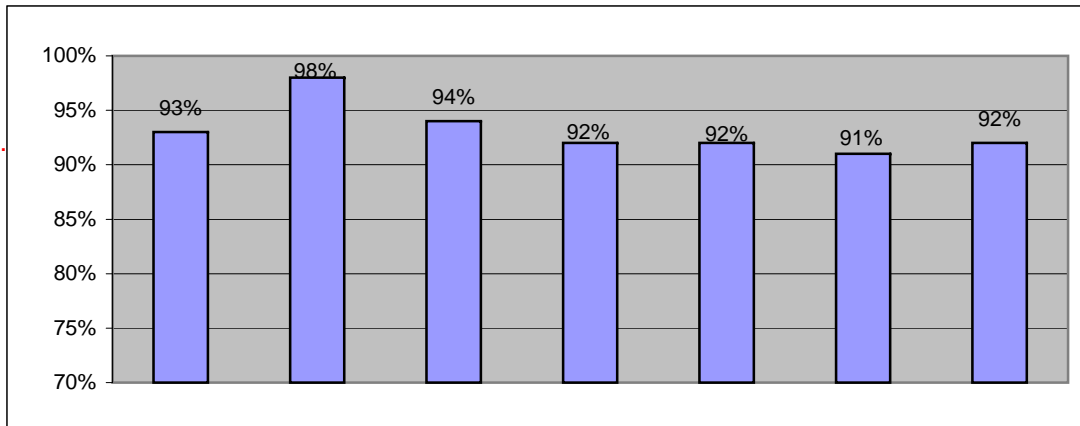
90%.....



Silver Rim

2002-03	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09
93%	98%	94%	92%	92%	91%	92%

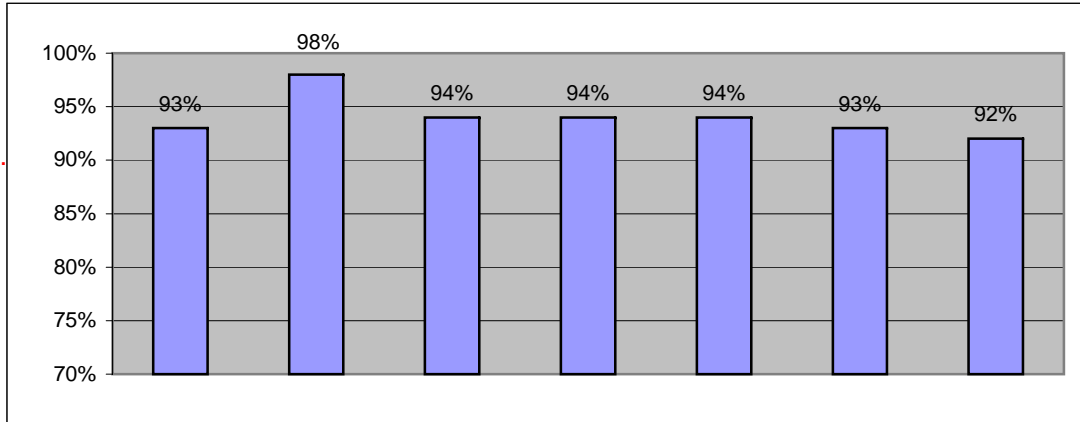
90%.....



Tonopah Elem

2002-03	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09
93%	98%	94%	94%	94%	93%	92%

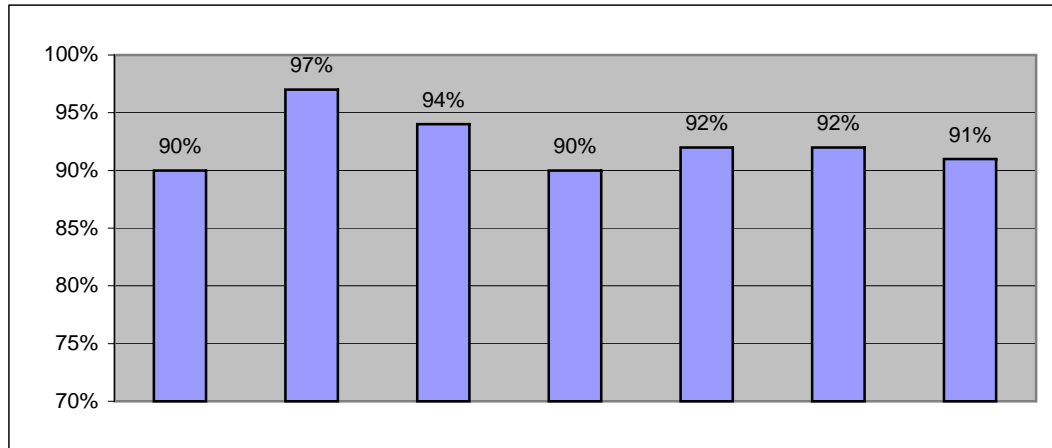
90%.....



Tonopha High

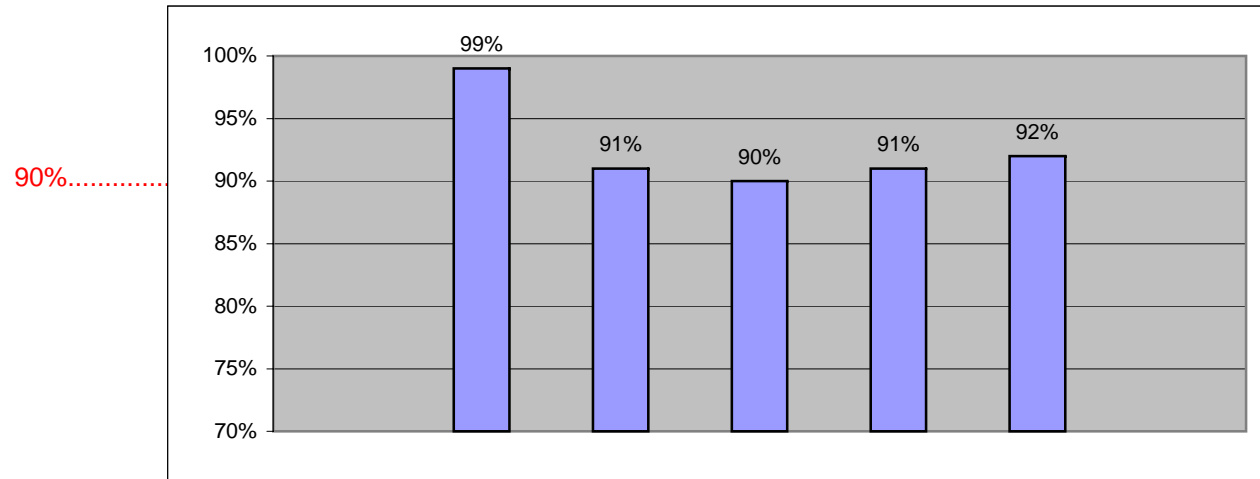
2002-03	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09
90%	97%	94%	90%	92%	92%	91%

90%.....



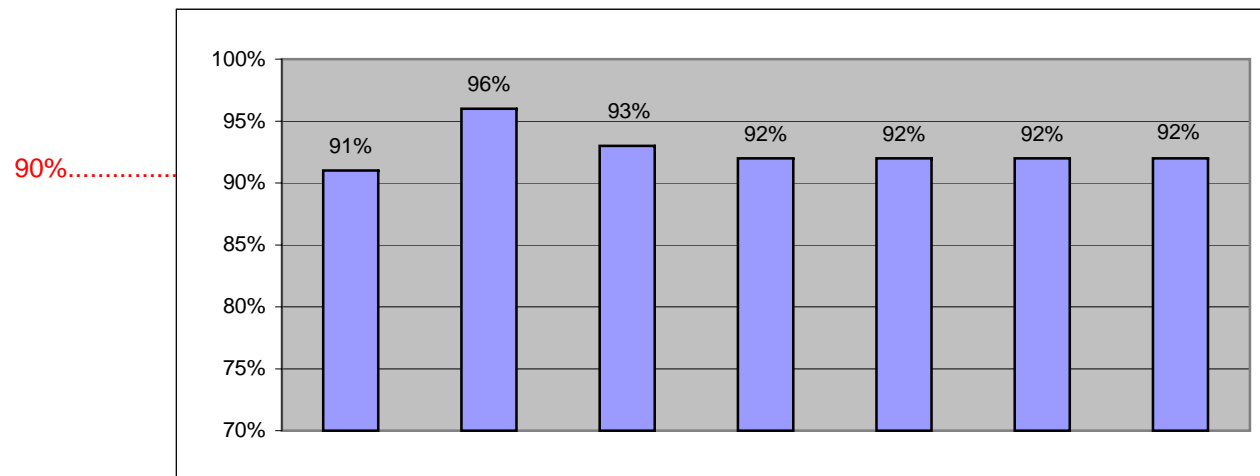
Early Childhood

2002-03	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09
	99%	91%	90%	91%	92%	0%



District Average

2002-03	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09
91%	96%	93%	92%	92%	92%	92%



**NYE COUNTY SCHOOL DISTRICT
BOARD RESOLUTION NO. 09-10 - 1
October 5, 2009**

WHEREAS, the decennial Census is required by Article 1, Section 2 of the Constitution of the United States of America; and

WHEREAS, the Census presents a once-a-decade snapshot of the population and changing demographics of every community in the State; and

WHEREAS, the residents of Nye County and the students of the Nye County School District have a tremendous amount to gain through the Census process, given the need to accurately and completely assemble an accurate picture of the County's continued development; and

WHEREAS, Congressional reapportionment, representation in the Nevada State Legislature, and the allocation of per-capita dollars are at stake in this process; and

WHEREAS, a recent analysis by the Nevada State Data Center and Legislative Counsel Bureau indicate that every Nevadan missed by the Census reflects \$917 in lost per-capita federal funding per year—9.4% of which goes to education—making clear the enormous stakes in this process; and

WHEREAS, the Census Bureau is partnering with school districts throughout the State to implement the "Census in the Schools" initiative, which provides educators with lesson plans, maps, teaching guides and other informational materials;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Nye County School District hereby proclaims full support and participation in the "Census in the Schools" initiative and will collaborate in efforts to make information about this program available to schools throughout the Nye County School District.

ADOPTED this fifth day of October, 2009.

President, Board of Trustees
Nye County School District

ATTEST:

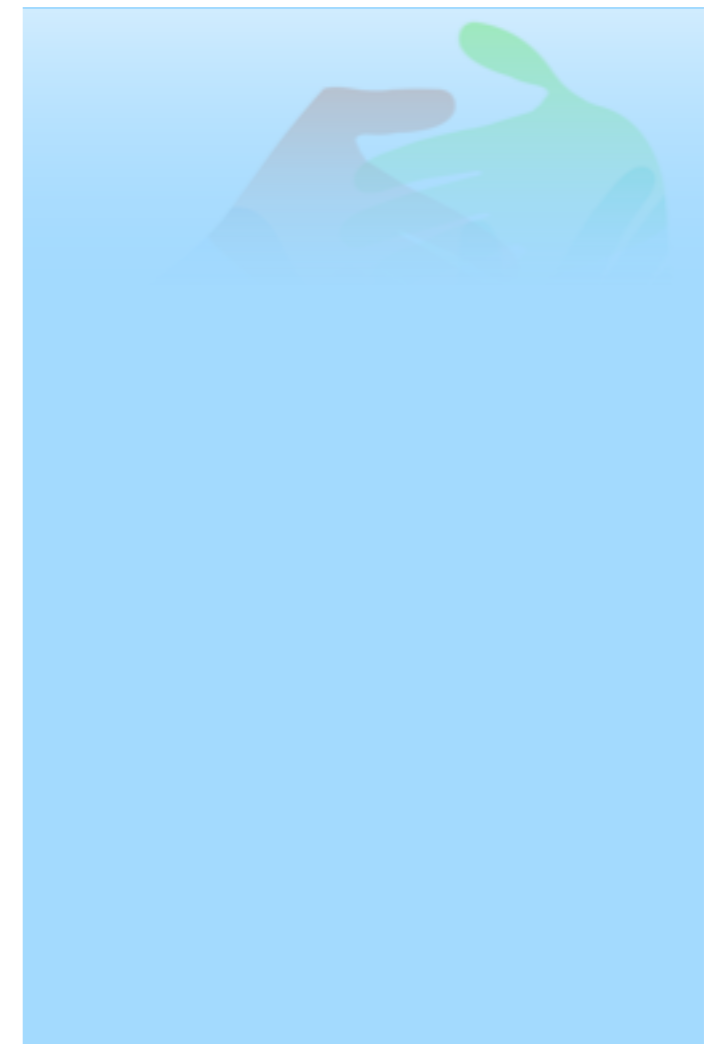
Clerk, Board of Trustees

Nevada's 2010 Census Campaign: *It's In Our Hands*

A Presentation to the Nye Co. School District Board of Trustees
David Byerman, U.S. Census Bureau
October 5th, 2009



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The 2010 Census: How Does Nevada Benefit?

- ▶ Power
 - ▶ Representation in Congress
 - ▶ Electoral Votes
 - ▶ Redistricting of State Legislature
- ▶ Jobs
 - ▶ Approximately 4,000 Nevadans To Be Hired Altogether in 2010
 - ▶ 1,340 Nevadans Already Hired for Address Canvassing Operation

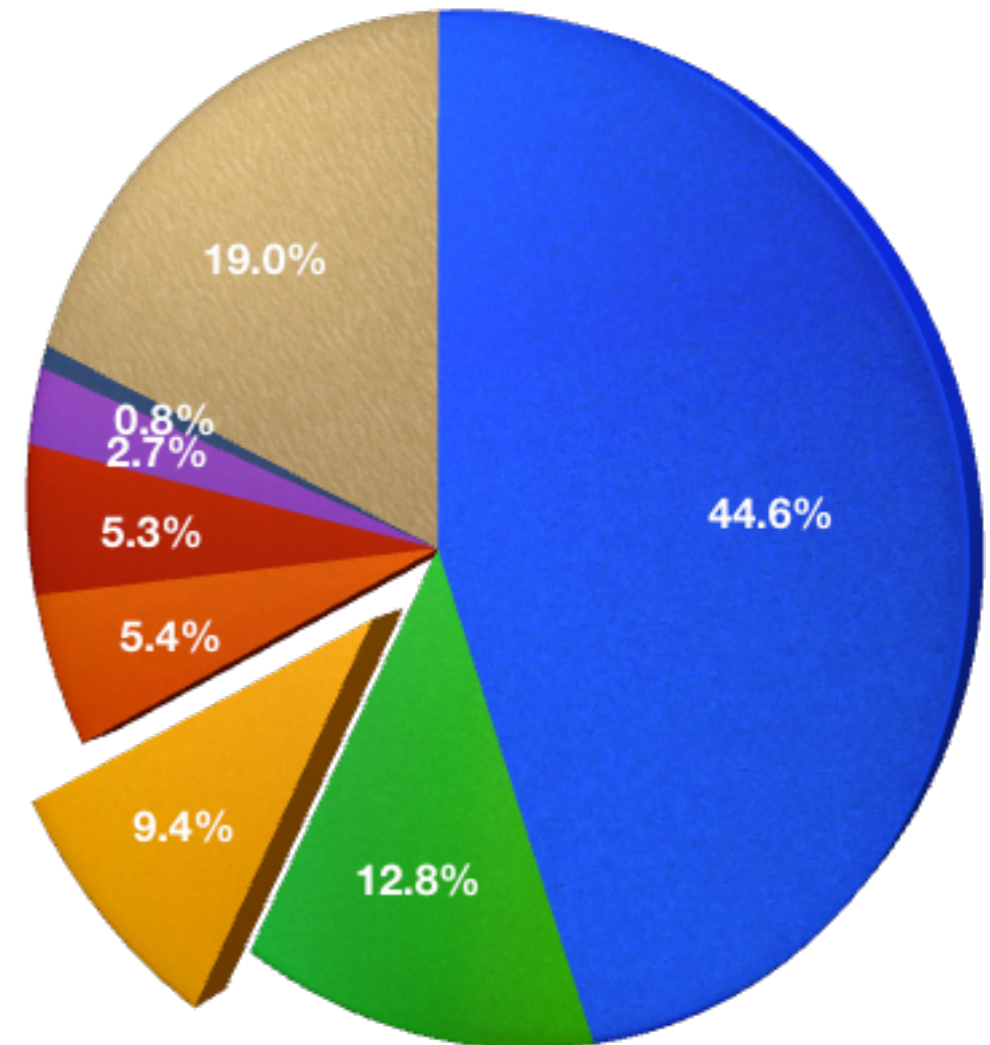


The 2010 Census: How Does Nevada Benefit?

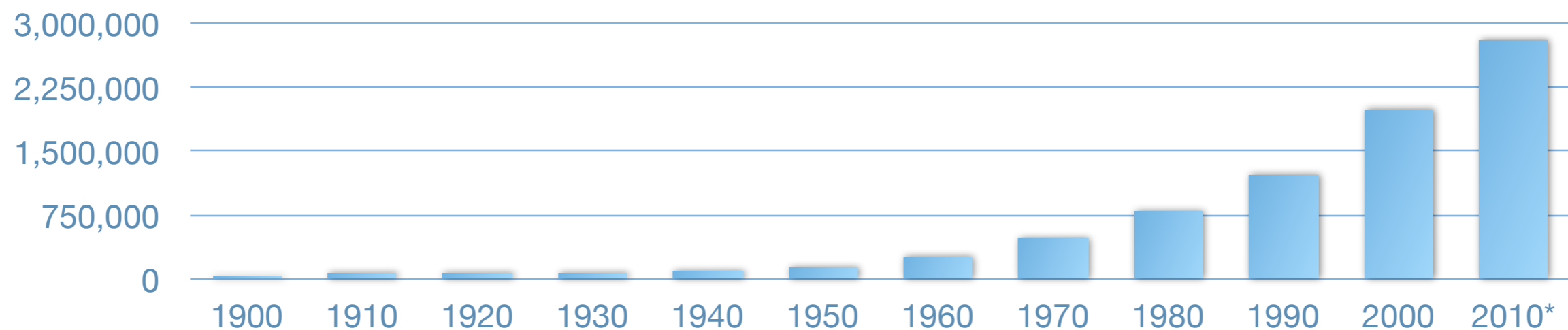
▶ Money

- ▶ Every Nevadan Missed by the Census Bureau in 2010 Translates to \$917 Per Person Per Year

(Source: Nevada State Data Center, State Demographer, Legislative Counsel Bureau)



A Tale of Two Censuses



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Nevada's 1990 Census

- ▶ **Limited Partnership Activities**
- ▶ **A Reliance on National Messaging with Little Nevada Resonance or Imagery**
- ▶ **Nevada: The Fifth-Worst Census Mailed Response Rate in the Nation**
- ▶ **A 2.30% Undercount in Nevada**

(Source: Census Bureau Post-Enumeration Survey, <http://www.census.gov/dmd/www/pdf/understate.pdf>)

Nevada's 2000 Census

- ▶ **Significant Partnerships Throughout Nevada With Community and Governmental Groups**
- ▶ **Nevada-Specific Marketing and Messaging**
- ▶ **Nevada: The Best Improvement in Census Response of Any State in the Nation**
- ▶ **A 1.68% Undercount in Nevada**

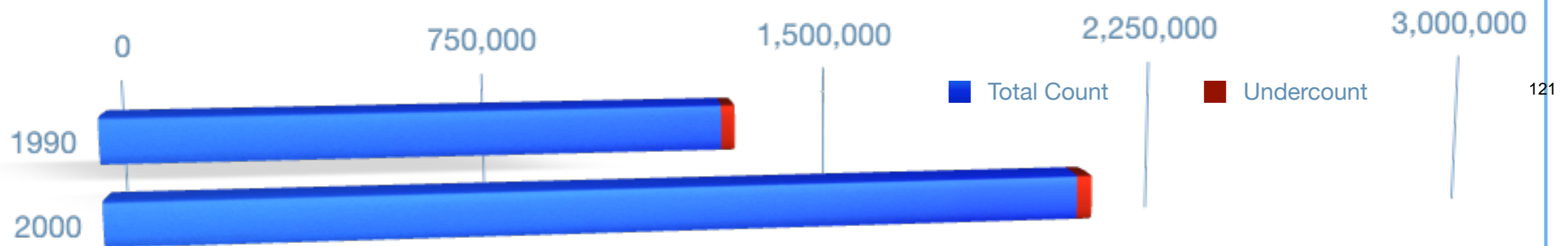
(Source: Price Waterhousecoopers Census Study, http://govinfo.library.unt.edu/cmb/cmbp/reports/080601.pricewaterhouse/downloads/pwc_appendixA.pdf)

A Successful Approach for Nevada

- ▶ Answer the Question: “What’s In It For Me?”
- ▶ Use Nevada Leaders, Nevada Imagery, and Respect Skepticism
- ▶ Recast Nevada’s Census Effort as a Grassroots Neighborhood Campaign



Doing the Math: The Impact of the Undercount



Nevada's 1990 Census

Total Population: 1,236,130

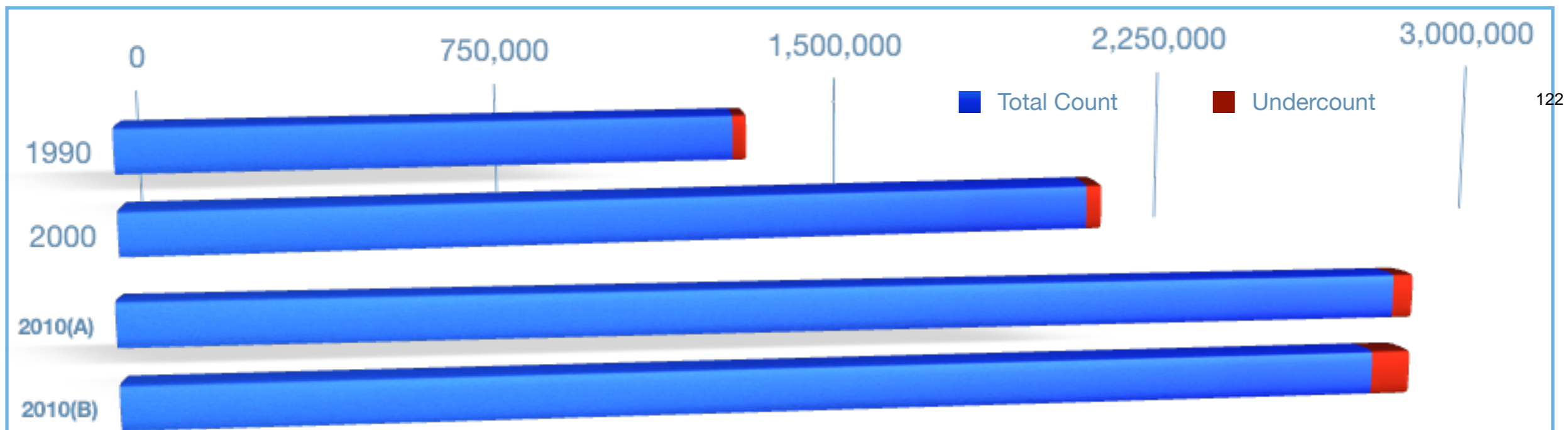
**Undercount: 2.30% =
28,431 Nevadans Missed**

Nevada's 2000 Census

Total Population: 1,998,257

**Undercount: 1.68% =
33,570 Nevadans Missed**

Doing the Math: The Impact of the Undercount



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2010 Census: Scenario A

Estimated Population: 2,801,551

Undercount: 1.68%

47,066 Nevadans Missed

Impact: \$43.2 Million Annually

2010 Census: Scenario B

Estimated Population: 2,801,551

Undercount: 2.30%

64,436 Nevadans Missed

Impact: \$59.1 Million Annually

What We're Asking of You Today:

- ▶ To Encourage Broad Participation in the “Census in the Schools” Program: Because This Program Can Be Instrumental to Census Participation, Particularly in Hispanic Households
- ▶ To Pass a Resolution of Support: Because the School Board’s Leadership Can Be Pivotal to Increasing Response Rate and Ensuring the Best Possible Count



Census in the Schools: Program Details

Who Counts?

Joey saw his grandma sitting at the kitchen table. She was reading the mail.

"What's that?" asked Joey.

"It's a census form," answered Grandma. Grandma told Joey that the census collects information about everyone who lives in the United States. Joey wanted to help Grandma fill out the form. Grandma asked him to name all of the people who live in their house.

"Well, you. But you used to live in Italy," said Joey.

Grandma explained that it doesn't matter where she used to live. The census wants to know who is living in the United States now.

"We should count Mama and Papa," said Joey.

"That's right," said Grandma. "And who else?"

"Do we have to count Mary?" asked Joey.

"Of course we do, silly. Your little sister counts," answered Grandma.

"Can we count Clover?" asked Joey.

"No," said Grandma with a laugh. "The census doesn't count cats."

"What about Mr. Macintosh? He lives here in our extra room. He moved in with us until he finds a job," said Joey.

"Good work!" said Grandma. "Everyone who lives here counts, even if they aren't part of our family."

"So that's it!" said Joey. "We count you, Papa, Mama, Mary, and Mr. Macintosh."

"Are you sure you haven't forgotten anyone?" asked Grandma.

"Hmm, let me think," said Joey. "Wait! I know who we forgot. We forgot me!"

BONUS **72,293,812 children** lived in the United States in 2000. That's almost enough to field 8 million baseball teams! What else could you do with so many children?

Protecting Your Privacy

Responding to the census is a civic duty. But remember: the Census Bureau keeps all information confidential.

How your information is protected

- Federal law prohibits anyone outside the Census Bureau from accessing people's personal information.
- Census workers are sworn to secrecy.
- It is illegal for the Census Bureau to share an individual's personal information with any other government agency.
- By law, the Census Bureau is prohibited from selling or giving away any individual's personal information.
- Information about an individual is kept secret for 72 years.
- The Census Bureau uses many security measures to protect the information.

Design a poster

Work in your group to create a poster for your community or school that explains how the Census Bureau protects people's privacy. What will your poster say? What information do you think is most important for people to know?

Read the questions below and then check **True** or **False** in the right-hand columns.

Question	True	False
1. The Census Bureau can share an individual's information with other government agencies.		
2. Federal law prohibits anyone outside the Census Bureau from accessing people's personal information.		
3. Census workers can sell or give away any individual's information.		
4. The Census Bureau uses many security measures to protect its information.		
5. Information about an individual is kept secret for over 70 years.		

Census and Apportionment
Strand: Managing Data

Skills and Objectives

- Understand and describe the role of census data in apportionment decisions.
- Discover how census data are used to update the principle of "one person, one vote."
- Analyze the connection between apportionment and the Electoral College.

Materials: Census and Apportionment Student Worksheet 4, *How the Census Works* (book), *How the Census Works* (video), *How the Census Works* (audio), *How the Census Works* (interactive)

Time Required: One 45-minute class period

Getting Started

- Review the role of the census in apportionment. Distribute copies of *Census and Apportionment Student Worksheet 4*. Review the role of a state. Point out to students that, in several states, the number of seats changed between 1990 and 2000. Guide students to research the shift in population from the north to the south. Point out that northern states such as New York lost up to two seats, while southern states such as Texas gained up to two seats. Ask students to discuss how this might have affected the House of Representatives.
- Ask students to use the information for conducting the decennial census and keeping track of population changes to accurately apportion the membership of the House of Representatives among the 50 states.
- Explain that, following a census, seats in the House of Representatives are automatically reapportioned according to the census data. In the past, Congress had to pass a bill for apportionment to take place. However, in 1929, the 1947, and 1961, a series of laws were passed to allow for automatic apportionment so that census data would be used to adjust the number of seats in the House of Representatives. This process is known as the "automatic" process. It is now used to adjust the number of seats in the House of Representatives.
- Guide students to read about apportionment as being a test for public equality. The principle of "one person, one vote" is a fundamental part of our democracy, and the apportionment process helps ensure that the principle is met. The biggest challenge with apportionment is ensuring that the 435 seats are divided fairly.
- Ask students to predict what they think might happen if their state were to gain or lose seats in the House of Representatives. (Possible answers: The state would have more or less representation in Congress; the state would have to make its congressional districts.) Explain

Using Student Worksheet 4

- Distribute copies of *Census and Apportionment Student Worksheet 4*. Review the role of a state. Point out to students that, in several states, the number of seats changed between 1990 and 2000. Guide students to research the shift in population from the north to the south. Point out that northern states such as New York lost up to two seats, while southern states such as Texas gained up to two seats. Ask students to discuss how this might have affected the House of Representatives.
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- Ask students to predict what they think might happen if their state were to gain or lose seats in the House of Representatives. (Possible answers: The state would have more or less representation in Congress; the state would have to make its congressional districts.) Explain

Wrap-up

- Explain to students that apportionment also affects presidential elections. In the Electoral College, each state has as many electoral votes as it has representatives and senators in Congress. Ask three states for Washington, D.C., and you reach the total number of electoral votes (538).
- Ask students to think about how apportionment of House seats affects the Electoral College. To help explain the impact, ask students to look closely at their population maps. Ask how the change in electors might influence how presidential candidates run their campaigns. (Possible answers: Candidates might spend more time in a particular section of the country that has had an increase in population; campaigns might and more money into advertising in states that have an increased number of electoral votes.)

The Census in the Schools Program Offers Teachers:

- Lesson Plans Tailored to Three Age Groups: K-4, 5-8, and 9-12
- Wall Maps and Other Teaching Aids Imparting Census Data
- An Interactive Web Site Designed for Kids

Everybody counts on Counting Way! Please join us to see how the Census Bureau counts people.

"The census counts people, make sure it counts you!"

To use this interactive site, you need Adobe® Flash® player 8.0 or higher. Go to www.adobe.com to download a free copy of the latest Adobe Flash player. This symbol indicates a link to a non-government web site. Our linking to these sites does not constitute an endorsement of any products, services or the information found on them. Once you link to another site you are subject to the policies of the new site.

It's In Our Hands

More Information:

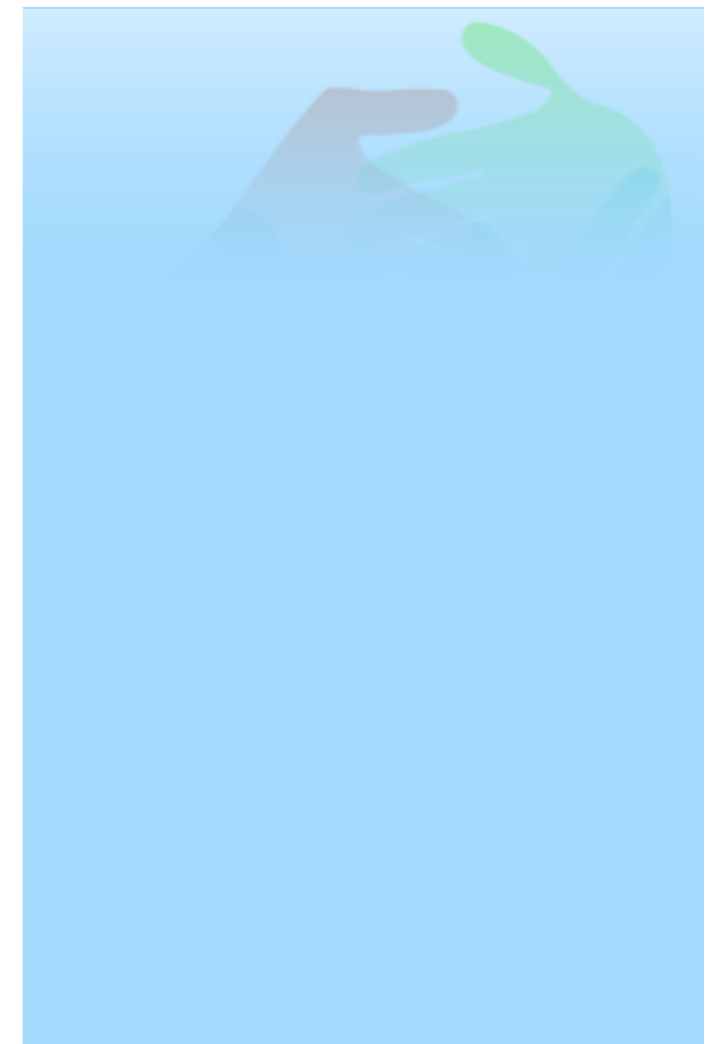
David A. Byerman ◆ david.a.byerman@census.gov

<http://2010.census.gov/2010census/>

<http://www.twitter.com/nvcensus>



125



PUBLIC ACCESS TO DISTRICT RECORDS

The Board of Trustees is mindful of the right of individuals to privacy and of the desirability of efficient administration of the District. Therefore, full access to information concerning the administration and operations of the District shall be afforded to the public as provided by public disclosure laws. Public access to District records shall be given in accordance with procedures developed by the Superintendent.

School district records include any writing, printing, photocopying, photographing, etc., containing information relating to the conduct of operations and functions of the District which is prepared, owned, used or retained by the District. The District will release those records defined as non-exempt in the public disclosure laws.

Access to student records is primarily controlled by the Family Educational Rights and Privacy Act of 1974 (Buckley Amendment).

The Superintendent will authorize the inspection and copying of records in accordance with the criteria established by law or outlined in other District policy.

The Superintendent will not provide access to lists of persons when the requesting party intends to use the list for commercial or personal purposes or when the Superintendent has good reason to believe that there is a commercial purpose involved in the request.

Staff Communication Responsibilities

Staff shall follow all applicable laws, regulations and rules regarding release of information about students, personnel and District programs.

Reviewed: August 17, 2009
 Adopted: September 25, 1996
 Revised:

NEPN/NSBA Classification: KDB

Legal Reference: NRS 239.005, 239.010, 239.0105, 239.0107, 239.011, 239.0115, 239.012, 239.030, 239.051, 239.055, 239.121, 239.124, 239.130, 239.300, 239.310, 239.320, 239.330, 239B.030, 239B.060, 241.035, 281.190 & 354.624
 Family Educational Rights and Privacy Act, 1974
 Freedom of Information Act

FIXED ASSETS INVENTORY

The Nye County School District shall maintain an inventory of all fixed assets of the district. The inventory shall be kept of all assets purchased or acquired through gift or loan by the school district. Individual fixed assets inventory records shall be maintained in such a manner as to be readily entered in the general ledger of the district.

The fixed assets referred to in this policy shall include all equipment in excess of **\$5,000**. Any equipment having a useful life of over one year shall also be inventoried.

The Superintendent/designee shall establish proper procedures for administering the fixed assets inventory. The grant department shall be responsible for assuring that fixed assets purchased through grants are inventoried on an annual basis.

The Chief Financial Officer shall establish procedures to clearly delineate the responsibility for record keeping and authorization for disposal of property. He/she will also establish procedures to ensure that the federal granting agency is appropriately reimbursed for disposal of property acquired with federal funds if deemed necessary.

Reviewed: August 17, 2009
Adopted: April 9, 1997
Revised: November 19, 2003

NEPN/NSBA Classification: DID
Legal Reference: NRS 354.625 & NAC 354.750, GASB-34 & OMB Circular A-87

Reviewed:
Adopted:
Revised:

NEPN/NSBA Classification:
Legal Reference:

The Nye County School District recognizes that technological advances fast outpace the district's ability to keep up. The District also acknowledges that boundaries may be blurred between acceptable and inappropriate behavior between employees and students in this arena, particularly for young teachers who may have become accustomed to the use of the latest technology to communicate with professors.

Employees may be flattered when students ask for access to social network sites or other personal information; however, employees are strongly discouraged from the use of text messaging or giving social network passwords or personal email addresses to students. Fraternalization between employees and students via the Internet is prohibited except for legitimate exchanges pertaining to educational matters (such as class assignments), and those must be maintained through the District email server. Any legitimate email exchanges must not be conducted during hours which would lead a prudent person to question whether an inappropriate relationship may exist.

Employees who participate in social networking websites (such as MySpace or FaceBook) shall not post any data, documents, photos or inappropriate information on any website that might lead to disruption in the classroom. The determination of any questionable material will be made by the Superintendent.

The creation of false profiles or web-based identities or third persons pretending to be someone else on social networking sites may be harmful to the reputation of that person and may be legally actionable if the maker of the statement knew it was false or recklessly made.

The District is under no obligation to provide assistance to employees who violate this policy and are accused of inappropriate behavior with students. If an investigation indicates an employee has engaged in inappropriate behavior with a student, discipline will be taken in accordance with the negotiated agreement. In the absence of such an agreement, appropriate discipline will be taken, up to and including termination.

Nothing in this policy prohibits employees from the use of educational websites. Access to social networking websites for individual use during working hours is prohibited. This policy extends to student teachers and substitute teachers.

Reviewed: August 17, 2009

Adopted:

Revised:

NEPN/NSBA Classification: GBEBB

Legal Reference: SB-163 (2009), NRS 389.520

7020

TITLE IX - STUDENTS

The Nye County School District is committed to educational equity for students, staff and patrons of Nye County public schools. In all programs conducted by the school district, the dignity and worth of each individual will be recognized. Such recognition shall be extended regardless of an individual's economic status, race, ethnic background, culture, religion, disability, sexual orientation, age or gender.

All students shall be provided equal opportunity to participate in all school programs. Instructional material shall represent all types of people, both male and female, in a variety of jobs, skills and positions of leadership.

The Nye County School District is committed to providing an environment free of harassment based on economic state, race, ethnicity, culture, religion, disability, sexual orientation, age or gender.

Notice of this policy, regulation and complaint procedure shall be posted in prominent locations in each school building.

See 0211 Safe and Respectful Learning Environment Policy and Regulation.

Reviewed: August 17, 2009

Adopted: April 10, 1996

Revised: March 11, 2005

NEPN/NSBA Classification: GBA, JB

Legal Reference: NRS 388.135 & Title IX, Educational Amendments of 1972

STUDENT CONDUCT IN CYBERSPACE

The Nye County School District believes that respect, responsibility, integrity and fairness are fundamental to the development of its citizens. Students are expected to exhibit these qualities toward teachers, staff and other students.

Parents/guardians are encouraged to provide proper guidance to students regarding electronic communications, including the use of the Internet, and the importance of Internet safety, as well as discouraging improper conduct such as:

- Sending or displaying offensive messages or pictures of themselves or others or linking them to teachers, other staff or students;
- Using obscene or vulgar language toward teachers, staff or students;
- Using electronic communications in order to harass, intimidate, or cyber-bully another;
- Requesting personal information from employees, such as addresses, phone numbers, email addresses or social network passwords;
- Plagiarizing the work of others;
- The theft of information or data in an electronic form;
- Communication with on-line predators; or
- Pretending to be, or creating false profiles about, employees or other students in order to harm, bully, harass, degrade, exploit, disgrace, embarrass or intimidate the person being profiled or others related to the person being profiled.

“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.

Use of the Internet to create, disseminate or publish false, untrue or misleading information about an employee or student which tends to harm, bully, harass, degrade, exploit, disgrace, embarrass or intimidate that person is inappropriate behavior and will not be tolerated. Repeated attempts to elicit personal information from employees will be deemed harassment. Disciplinary action will be taken against students who violate this policy whether it occurs:

- On school grounds;
- At school-sponsored functions or events, either on or off school grounds;
- Through the use of District property, such as its Internet or email services, computers, web services, or through the use of printed material produced by the District; or
- At any time off school grounds when the conduct creates a material and substantial disruption of the lawful mission, process or function of the

school district or has a direct impact on the health, welfare or safety of school employees or students.

Such acts may be legally actionable if the maker of the statement knows it was false or recklessly made the statement without determining the truth of the statement.

Reviewed: August 17, 2009

Adopted:

Revised:

NEPN/NSBA Classification: JICDA

Legal Reference: SB-163 (2009), NRS 389.520

GANG AFFILIATION AND ACTIVITY

Gang-related activity can be intimidating to students, faculty and staff and is disruptive to the educational process. **The following activities are prohibited on school property or at school-sponsored events: the use of hand signals or graffiti; presence of any clothing, jewelry, accessories, emblems, colors, paraphernalia or manner of dress or grooming that, by virtue of its color, arrangement, trademark, symbol or any other attribute, denotes membership in or an affiliation with a criminal gang; and any activity that encourages participation in a criminal gang or facilitates illegal acts of a criminal gang.**

Any violation of this policy by pupils may result in suspension or expulsion. Actions taken to control and correct undesirable student behavior should take individual circumstances into account but must always be most concerned for the safety and educational welfare of the majority of students.

Since gang behavior, markers and colors are variable and subject to rapid change, site administrators and staff must exercise judgment and individual discretion based upon current circumstances in their schools when evaluating gang-related activity. Gang-related indicators which will be considered should include, but are not limited to:

- a. The student associates with admitted or known gang members;
- b. The student wears attire consistent with gang dress;
- c. The student displays gang logos, graffiti and/or symbols on personal possessions;
- d. The student displays gang hand signs or signals to others; and
- e. The student talks about gang activity to others.

A “criminal gang” means any combination of persons organized formally or informally, so constructed that the organization will continue its operation even if individual members enter or leave the organization, which:

- Has a common name or identifying symbol;
- Has particular conduct, status and customs indicative of it; and
- Has as one of its common activities engaging in criminal activity punishable as a felony.

Reviewed: August 17, 2009

Adopted:

Revised:

NEPN/NSBA Classification: JICF

Legal Reference: NRS 213.1263 & 392.4635