



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, December 14, 2009, beginning at 6:00 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 NOVEMBER 16, 2009 REGULAR MEETING MINUTES
 - B. APPROVAL OF NOVEMBER 16, 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
4. APPROVAL OF WARRANTS, ACTION ITEM
5. RECOGNITIONS, INFORMATIONAL ITEM
6. BEATTY HIGH SCHOOL BAND PERFORMANCE, INFORMATIONAL ITEM
7. REPORTS, INFORMATIONAL ITEM
 - A. SUPERINTENDENT'S REPORT
 - B. ADMINISTRATOR REPORTS
 - C. BOARD REPORTS/BOARD COMMITTEE REPORTS
8. PUBLIC INPUT, INFORMATIONAL ITEM
9. BOARD APPOINTMENTS, ACTION ITEM

10. CHANGE OF DATE/LOCATION OF FUTURE BOARD MEETINGS, ACTION ITEM
11. DECISION REGARDING SUBDIVISION MAPS, ACTION ITEM
12. APPROVAL OF GRANTS, ACTION ITEM
13. SET BEGINNING & ENDING DATES FOR SCHOOL YEAR 2010-11, ACTION ITEM
14. DISCUSSION/POSSIBLE APPROVAL OF K-8 MATH TEXTBOOK ADOPTION, ACTION ITEM
15. DISCUSSION/POSSIBLE APPROVAL OF MATH TEXTBOOK PURCHASE, ACTION ITEM
16. DISCUSSION/APPROVAL OF ARCHITECT CONTRACT, ACTION ITEM
17. UPDATE ON CONSTRUCTION, INFORMATIONAL ITEM
18. DISCUSSION/POSSIBLE DECISION REGARDING SURVEY REQUIRED BY ACR-2, ACTION ITEM
19. 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
20. DECISION REGARDING POSSIBLE STUDENT RIGHTS VIOLATIONS, ACTION ITEM
21. DECISION REGARDING RECOMMENDED DISMISSAL OF MICHELE LYNN ZARUBA, ACTION ITEM
22. APPROVAL OF FUTURE AGENDA ITEMS, ACTION ITEM
23. 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.

**NYE COUNTY SCHOOL DISTRICT
-M-I-N-U-T-E-S-
November 16, 2009**

Present: Harold Tokerud, Vice-President; Tracie Ward, Clerk; Mike Floyd, Edna Forsgren, Dennis Keating and J.E. "Doc" McNeely, Members; Dr. William Roberts, Superintendent; Rod Pekarek, Dale Norton and Jerry Hill, Assistant Superintendents; Ray Ritchie, Chief Financial and Administrative Officer; Cameron McRae, Transportation Supervisor; Bob Whimpey, Maintenance and Operations Supervisor; Sam Simatos, Special Education Director; Evangelyn Visser, Manse Principal; Lisa Mays, Administrative and Board Services Coordinator; and Kerry Paniagua, Executive Secretary.

Absent: Kevin Pape.

Guests: Major Keith Alfeiri and Master Sgt Albert Sanches, Nevada National Guard; Mary Leiker, Gina DiPrima and Lisa Zarate, Scientific Learning Corporation; Eddie Bonine, NIAA; Karen Hernandez and Larry Goins, Pahrump; and Don McDermott and Gina B. Good, Pahrump Valley Times.

CALL TO ORDER

The meeting was called to order at 6:32 p.m. in the Pahrump boardroom with a videoconference link to the Tonopah boardroom and phone connection with Mr. McNeely. Board members, administrators and guests recited the Pledge of Allegiance. Roll was called; all were present except Mr. Floyd and Mr. Pape. Mr. Floyd arrived at 6:37 p.m.

ADOPTION OF AGENDA

Mrs. Ward moved adoption of the agenda with the removal of items 18 and 21. Mr. Keating seconded. Those voting aye: Mrs. Forsgren, Mr. Keating, Mr. McNeely, Mr. Tokerud and Mrs. Ward. Those voting nay: none. Mr. Floyd was absent for this vote. The motion carried with a majority vote.

CONSENT CALENDAR

Mrs. Ward made the motion to approve the consent calendar consisting of the October 26 minutes, one immunization exemption, five GED/Adult Ed requests, seven home school applications and the Eureka tuition agreement. Mrs. Forsgren seconded. Those voting aye: Mrs. Forsgren, Mr. Keating, Mr. McNeely, Mr. Tokerud and Mrs. Ward. Those voting nay: none. Mr. Floyd was absent for this vote. The motion carried with a majority vote.

APPROVAL OF WARRANTS

Mrs. Ward made the motion to approve the warrants, and Mr. Keating seconded. Those voting aye: Mrs. Forsgren, Mr. Keating, Mr. McNeely, Mr. Tokerud and Mrs. Ward. Those voting nay: none. Mr. Floyd was absent for this vote. The motion carried with a majority vote.

REPORTS

Dr. Roberts reported on the initial meeting with Pahrump High staff regarding the school renovation. He appreciated the input of Commissioner Butch Borasky and Chamber of Commerce Executive Director Dan Rodriguez. Mr. Pekarek said there are three vacancies. Mr. Hill reported that an educational technology grant from Churchill County will fund five Smart systems for Nye County, and five elementary teachers will be trained on their use. In response to a question, he said a lot of students applying to take the GED are from Pathways. The dropout issue will be discussed at the next counselors' meeting.

Mr. Norton attended the Pahrump High girls' 4A soccer playoffs. He has been nominated for president of NASA. He attended two NIAA realignment meetings. Pursuant to a request from Nye County Emergency Services, the district will send communications to parents regarding H1N1 immunizations for students in Pahrump. Mr. McRae said two used buses with low mileage have been received. Starting November 30, some bus stops will be changed due to construction on Blagg. He will continue to work with the construction group to stay abreast of any future changes to bus stops. Mr. Wimpey said test borings have started at Pahrump High this week. They will drill 400 feet, then allow the soil to stabilize a day or two before calculations will be taken. The two architectural firms are working together on the borings for Pahrump High, Manse replacement site and Tonopah.

Mr. Keating mentioned speed limits are not being observed at school zones. He said schools are doing a good job on their web sites. Mrs. Ward attended parent/teacher conferences, a construction committee meeting, and the Superintendent's workshop on the Pahrump High renovation. She said the assignment of the kindergarten teacher working part-time at two schools is working out. Mr. Tokerud attended the Construction Committee and the Pahrump High input meetings.

PUBLIC INPUT

None offered.

BOARD APPOINTMENTS

CHANGE OF DATE/LOCATION OF FUTURE BOARD MEETINGS

DECISION REGARDING SUBDIVISION MAPS

Items withdrawn.

APPROVAL OF GRANTS

Mr. Hill requested permission to apply for a Department of Energy grant in the amount of \$441,776 to upgrade lighting. Mr. Keating made the motion to approve the request. Mr. McNeely seconded, and a unanimous vote was cast. Mr. Hill also requested permission to apply for an EPA grant with a 50% match requirement to replace seven diesel buses. The competitive grant requires a minimum of \$300,000 and requires the district to render the engines unusable. The match would be paid from bond funds. Mrs. Ward made the motion to approve the request. Mr. Keating seconded, and there was a unanimous vote in favor.

RECOGNITIONS

None.

OVERVIEW OF NATIONAL GUARD DRUG DEMAND & REDUCTION PROGRAM

Master Sgt. Al Sanches discussed the Gateway drug curriculum, which contains six modules: tobacco, alcohol, marijuana, inhalants, club drugs and methamphetamines. The Stay on Track interactive program is conducted in 23 middle schools in Nevada including Clarke Middle School. It will be given in Amargosa, Beatty and Tonopah at a later date. There are 30 question pre- and post- surveys on five subjects. Results show a 60% increase in knowledge on the effects of drugs.

DISCUSSION REGARDING NIAA REALIGNMENT HISTORY & CURRENT BUDGETARY SITUATION

Eddie Bonine, NIAA Executive Director, was present to explain efforts made to assist school districts during the recession. The rural school districts were supportive. NIAA is currently in the second year of the present realignment, and most concerns are about 3A. There are three schools in the southern 3A league. The southern meeting earlier in the day put Moapa, Virgin Valley and Boulder City into the northeast region in 2010-11. The northern committee is looking at doing something similar. His office will assist with creation of schedules. There will probably be three divisions statewide except in football. 1A and 2A would join together. Current changes are just a band-aid; eventually realignment will be completely different. Some questions remain, such as determining the playoff schedule. NAC addresses the size of schools, and it's his job to abide by the rules.

PRESENTATION – SCIENTIFIC LEARNING CORP.

Gina Diprima explained the program builds cognitive skills necessary for memory, attention, processing rate and sequencing. All principles are necessary for improvement to take place. Students on the program advanced one to two grade levels after an eight-week protocol. There are proven results in all populations. Over 50 countries use the program to learn phonemes of the English language. The company offers implementation management, on-site consulting and technical support. The data analysis tool tracks individuals, school and district reporting. Dr. Mary Leiker, a former superintendent in Michigan, explained how the program benefited students in her district. One district reduced its special ed population by 30%. The older the student and the bigger the gap, the quicker the gain.

DISCUSSION/APPROVAL OF ARCHITECT CONTRACTS

Mrs. Ward made the motion to approve the contracts with Carpenter Sellers. Mr. Keating seconded, and a unanimous vote was registered.

UPDATE ON CONSTRUCTION

Board members were provided with Construction Committee minutes and a schedule of meetings with the architects.

DISCUSSION/POSSIBLE APPROVAL OF SCHOOL & DISTRICT IMPROVEMENT PLANS

Mr. Hill said at the conclusion of the last school year workshops for writing school improvement plans were offered by Mark Kessler. There were a lot of revisions, and all had to be reformulated. Schools are getting better at identifying needs and developing action plans. Mr. Tokerud commended staff. Mrs. Ward made the motion to approve the plans. Mr. Keating seconded, and a unanimous vote was recorded.

UPDATE ON POWERSCHOOL ISSUES

Item withdrawn.

DISCUSSION REGARDING POSSIBLE STUDENT RIGHTS VIOLATIONS IN REGARDS TO RESTRAINTS

DISCUSSION REGARDING PERSONNEL ITEMS

DISCUSSION REGARDING LEGAL ITEMS

DISCUSSION REGARDING NEGOTIATIONS

Discussion is reflected in Executive Session minutes.

DECISION REGARDING POSSIBLE STUDENT RIGHTS VIOLATIONS

Mrs. Ward made the motion that no violations were found. Mrs. Forsgren seconded, and a unanimous vote was recorded.

DECISION REGARDING RECOMMENDED DISMISSAL OF MICHELE LYNN ZARUBA

Item withdrawn.

APPROVAL OF FUTURE AGENDA ITEMS

None submitted.

ADJOURNMENT

Mr. Floyd moved to adjourn at 8:30 p.m. Mr. McNeely seconded, and there was a unanimous vote in favor of the motion.

SCHEDULE OF MEETING

The meeting was called to order at 6:32 p.m. Mrs. Ward made the motion to go into Executive Session at 8:09 p.m. to discuss items a through d. Mr. Keating seconded, and a unanimous vote was cast. The regular session resumed at 8:29 p.m., and the meeting adjourned at 8:30 p.m.

By _____
Clerk

Prepared by Kerry Paniagua

DAILY STUDENT COUNT MONTH OF AUGUST 2009 ELEMENTARY (PM)																							PEAK
DATE	24	25	26	27	28	31	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
SCHOOL/ROUTE																							
FLOYD																							
12-S	23	51	58	56	56	61																	33
16-R	45	59	62	60	62	54																	62
26-U	39	39	38	43	44	47																	47
31-T	19	31	36	43	40	40																	43
32-SC	0	5	6	5	6	6																	6
SUB TOTAL	126	185	200	207	208	208	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
HAFEN																							
13-V	54	55	43	54	50	46																	55
25-Y	34	46	50	49	56	54																	56
27-W	38	41	43	53	38	41																	53
28-X	39	43	42	44	40	44																	44
SUB TOTAL	165	185	178	200	184	185	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
JGJ																							
4-H	42	40	42	52	55	51																	55
5-J	37	44	40	48	47	50																	50
10-L	28	28	34	42	48	53																	53
23-I	28	35	35	39	36	38																	39
30-F	13	19	16	23	23	21																	23
SUB TOTAL	148	166	167	204	209	213	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
MANSE																							
33-A	22	30	29	35	34	34																	35
2-B	36	40	42	47	47	44																	47
3-C	41	41	51	53	60	57																	60
20-D	54	47	45	55	58	43																	58
22-E	34	41	41	55	51	47																	55
SUB TOTAL	187	199	208	245	250	225	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
MT CHAS																							
6-M	38	31	40	43	39	41																	43
7-O	45	53	53	53	49	54																	54
8-P	20	21	20	26	24	25																	26
9-Q	33	44	45	44	46	45																	46
17-N	32	39	44	46	46	41																	46
SUB TOTAL	168	188	202	212	204	206	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TOTALS	794	923	955	1068	1055	1037	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	

FLOYD	1134
HAFEN	1097
JGJ	1107
MANSE	1314
MT CHAS	1180

AVERAGE	
FLOYD	43.875
HAFEN	45.5
JGJ	34.25
MANSE	41.95
MT CHAS	38.5

GRAND TOTAL	5832
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NORTH DAILY STUDENT COUNT MONTH OF AUGUST 2009 6-8 (AM)																							PEAK
DATE	24	25	26	27	28	31	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
ROUTE																							
A-1																							
A - 2	32	37	40	9	9	9																	
A - 3	10	10	10	10	11	11																	
TOTALS	42	47	50	19	20	20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
B - 1	1	1	1	1	1	1																	1
B - 2																							
TOTALS	1	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Eureka																							
Duckwater	4	3	3	3	3	10																	10
TOTALS	4	3	3	3	3	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Yomba	4	4	4	4	4	4																	4
Yomba Activity																							
TOTALS	4	4	4	4	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
RM - 1	4	5	4	3	N/A	2																	5
RM - 2	11	11	13	11	N/A	4																	13
TOTALS	15	16	17	14	0	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
T - 1	20	29	26	28	25	29																	29
T - 2	25	47	50	50	37	44																	50
TOTALS	45	76	76	78	62	73	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TOTALS	111	147	151	119	90	114	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	Amargosa	198			Amargosa AVERAGE		30		Round Mtn		68		Round Mtn AVERAGE		8		GRAND TOTAL				732		
	Beatty	6			Beatty AVERAGE		1		Tonopah		410		Tonopah AVERAGE		34								
	Duckwater	26			Duckwater AVERAGE		3																
	Gabbs	24			Gabbs AVERAGE		4																

GRAND TOTAL

AMAG 0

BEATTY 0

DUCKWATER 0

GABBS 0

RND MNT 0

TONOPAH 0

0

ECC DAILY STUDENT COUNT MONTH OF AUGUST 2009 (PM)																			PEAK
DATE	24	25	26	27	31	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
ROUTE																			
51 (Manse)	6	6	6	6	6	0	0	0	0	0	0	0	0	0	0	0	0	0	6
52 (JGJ)	5	6	6	5	7	0	0	0	0	0	0	0	0	0	0	0	0	0	7
53 (Mt Chas)	11	10	11	11	11	0	0	0	0	0	0	0	0	0	0	0	0	0	11
54 (Floyd)	8	8	8	8	7	0	0	0	0	0	0	0	0	0	0	0	0	0	8
55 (Hafen)	1	1	1	1	2	0	0	0	0	0	0	0	0	0	0	0	0	0	2
56 (Floyd)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
57 (JGJ)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTALS	31	31	32	31	33	0	0	0	0	0	0	0	0	0	0	0	0	0	

GRAND
TOTAL

158

ECC
AVERAGE

5

DAILY STUDENT COUNT MONTH OF SEPTEMBER 2009 ELEMENTARY (PM)																							PEAK
DATE	1	2	3	4	9	10	11	14	15	16	17	18	21	22	23	24	25	28	29	30	N/A	N/A	
SCHOOL/ROUTE																							
FLOYD																							
12-S	57	63	61	53	51	57	53	51	67	67	65	59	67	65	63	53	62	56	67	68	0	0	68
16-R	59	61	61	53	58	64	58	56	61	58	56	58	57	57	54	61	63	61	65	59	0	0	65
26-U	41	48	43	44	43	41	44	48	52	50	47	49	49	48	49	48	48	53	52	56	0	0	56
31-T	38	38	35	37	37	40	38	39	35	38	34	40	40	41	38	35	38	41	41	40	0	0	41
32-SC	5	6	5	6	6	6	5	6	6	6	6	5	5	5	6	6	6	6	6	6	0	0	6
SUB TOTAL	200	216	205	193	195	208	198	200	221	219	208	211	218	216	210	203	217	217	231	229	0	0	
HAFEN																							
13-V	51	51	55	50	50	55	49	55	56	57	54	57	60	60	52	60	58	53	54	49	0	0	60
25-Y	54	55	54	47	49	43	50	54	58	55	54	53	51	56	58	54	47	51	53	55	0	0	58
27-W	44	45	42	36	34	51	49	51	54	52	49	49	54	53	55	52	51	53	52	51	0	0	55
28-X	43	45	43	42	41	43	43	43	43	45	46	43	46	41	43	43	45	40	46	45	0	0	46
SUB TOTAL	192	196	194	175	174	192	191	203	211	209	203	202	211	210	208	209	201	197	205	200	0	0	
JGJ																							
4-H	55	51	49	43	42	52	39	49	53	52	54	53	52	57	56	54	48	53	55	58	0	0	58
5-J	50	46	40	41	43	44	47	43	42	45	43	42	46	42	45	41	44	40	43	40	0	0	50
10-L	39	45	45	54	52	45	45	52	39	50	53	53	50	52	56	55	57	48	49	53	0	0	57
23-I	41	42	42	43	45	38	45	49	50	38	44	46	50	52	48	38	44	42	38	38	0	0	52
30-F	24	23	20	20	19	22	20	23	23	23	24	19	19	20	20	25	22	20	19	17	0	0	25
SUB TOTAL	209	207	196	201	201	201	196	216	207	208	218	213	217	223	225	213	215	203	204	206	0	0	
MANSE																							
33-A	36	33	38	31	32	32	31	32	28	31	29	32	34	34	32	32	34	30	32	30	0	0	38
2-B	52	44	49	48	53	54	50	50	53	46	44	45	46	51	46	45	49	53	53	50	0	0	53
3-C	59	59	37	69	64	73	59	55	65	67	55	58	53	64	58	60	63	63	60	59	0	0	73
20-D	53	52	47	48	52	56	58	53	51	54	52	51	55	58	51	54	48	39	52	48	0	0	58
22-E	41	55	51	47	50	50	46	54	66	66	52	48	46	52	40	48	51	49	49	48	0	0	66
SUB TOTAL	241	243	222	243	251	265	244	244	263	264	232	234	234	259	227	239	245	234	246	235	0	0	
MT CHAS																							
6-M	39	38	38	33	34	33	42	39	50	45	45	43	48	46	44	44	38	43	43	48	0	0	50
7-O	49	44	47	46	44	48	47	42	46	53	53	47	54	44	54	52	45	51	57	53	0	0	57
8-P	23	26	24	23	24	22	22	23	22	24	24	25	26	28	26	25	22	23	22	22	0	0	28
9-Q	48	42	45	45	45	40	50	45	46	46	50	40	53	55	52	55	50	52	47	52	0	0	55
17-N	43	41	42	37	36	34	37	42	42	40	36	41	37	42	38	39	47	42	42	41	0	0	47
SUB TOTAL	202	191	196	184	183	177	198	191	206	208	208	196	218	215	214	215	202	211	211	216	0	0	
TOTALS	1044	1053	1013	996	1004	1043	1027	1054	1108	1108	1069	1056	1098	1123	1084	1079	1080	1062	1097	1086	0	0	

FLOYD	4215
HAFEN	3983
JGJ	4179
MANSE	4865
MT CHAS	4042

AVERAGE

FLOYD	38
HAFEN	45
JGJ	38
MANSE	44
MT CHAS	37

GRAND TOTAL	21284
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SPED DAILY STUDENT COUNT MONTH OF SEPTEMBER 2009 RCMS / PVHS (PM)																							PEAK
DATE	24	25	26	27	28	31	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
ROUTE																							
45	6	6	6	6	2	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6
46	6	4	7	7	6	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7
47	7	8	9	9	6	9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9
SUB TOTAL	19	18	22	22	14	20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
41	4	4	5	6	4	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12
42	6	8	7	6	6	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8
43	5	3	4	5	5	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6
44	6	8	8	6	6	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8
SUB TOTAL	21	23	24	23	21	32	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TOTALS	40	41	46	45	35	52	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	

RCMS

115

RCMS
AVERAGE

7

PVHS

144

PVHS
AVERAGE

6

GRAND
TOTAL

259

[illegible]

GRADES K-5 // TRADITIONAL SCHOOL YEAR 2009-2010

UPDATED: 11/9/2009

2009-10 CLASS SIZE REPORT – THIRD MONTH

Amargosa Valley Schools

PK	Lynne Bates	14
Kdg.	Lori Martin	24
Grade 1	Diane George	16
Grade 2	Denise Edwards	19
Grade 3	Katie Dawson	26
Grade 4	Lynn Jordan	19
Grade 5	Lilia Hansen	20
Grade 6	Patty Duszynski	15
Grade 7	Brenda Dymond	11
Grade 8	Debra Bosma	<u>16</u>
TOTAL:		180

Beatty Elementary

Early Childhood	Benshoof	1
Kindergarten	Benshoof	11
First Grade	Benshoof	11
Second Grade	Torstenson	3
Third Grade	Torstenson	11
Fourth Grade	Dallen	7
Fifth Grade	Senior	<u>17</u>
		61
Sixth Grade:		9
Seventh Grade:		6
Eighth Grade:		<u>10</u>
		25

GRAND TOTAL: 86

Beatty High School

Freshman	34
Sophomores	32
Juniors	32
Seniors	32
Grade 13	2
TOTAL	132

Duckwater School

Huston 18 students Pre-K through Grade 8

Gabbs School

<u>TEACHER/ ADVISOR</u>	<u>GRADE</u>	<u># OF STUDENTS</u>
Hovden	7	6
Hovden	8	5
Hovden	9	3
Tooley	10	6
Wood	11	3
Wood	12	4

Total Students: 27

Special Education Students grade 7 through 12: 7

Gabbs Elementary

Stinson	Pre-K (ECE)	3
Kerns	K	5
Kerns	1	5
Kerns	2	7
Hall	3	7
Hall	4	1
Hall	5	3
Hall	6	1

Total Students: 32

Special Education Students PreK through 6: 10

Floyd Elementary 11/13/2009

Grade Teacher Class Size

ECSE	Fair		16
M R Unit	Hopkins #		11
Autistic Unit	Dale *		11
Kindergarten	Moore #		40
First	Mulkey		21
First	Eisner		19
First	L True		21
Second	Dean		15
Second	Nygaard		17
Second	Wogee		17
Third	Benizio		18
Third	Severts		21
Third	Weeks		19
Fourth	Odegard		20
Fourth	Streater		17
Fourth	Troyer		21
Fifth	Baltutat		23
Fifth	Beauparlant		24
Fifth	Jones		22

Totals			373
---------------	--	--	------------

* 10 Males = 2K, 1 in 1st, 1 in 2nd, 5
in 3rd and 2 in 5th

K-F in Hopkins AM-Moore PM -1
372

Hafen Elementary

Teacher Allocations	Class	Grade	Count	Students per grade
(SESS)	Davis	ECSE-a.m.	7	14
	Davis	ECSE-p.m.	7	
(SESS)	Khreish	MR/MI	14	14
0.5	Goodman	K-a.m.	19	57
1	Presgrove	K-a.m.	19	
	Presgrove	K-p.m.	19	
2	Aubol	1st	19	55
3	Farinella	1st	19	
4	Lerbakken	1st	17	
5	Schoenhofen	2nd	22	57
6	Thorne	2nd	22	
7	Dymond	2nd	13	
	Dymond	3rd	10	57
8	Benton	3rd	25	
9	Thayer	3rd	22	
10	Bradley	4th	23	72
11	Shelton	4th	24	
12	Ward	4th	25	
13	Brickles	5th	23	70
14	Pomije	5th	24	
15	Salway	5th	23	
15.5 Teacher Allocations	Total Count		396	396

11/13/2009

J.G. Johnson Elementary

<u>Teacher</u>	<u>Grade</u>	<u>Class Size</u>
Shelly Jacobi	PK	23
Randilynn Porter	PK	21
Melanie Fried	K	42
Samantha Goodman	K	21
Katie Dockter	1	18
Allison Eadie	1	19
Joette Thorn	1	17
Julie Clark	2	19
Tamara Janneck	2	21
Ruby Jim	2	21
Linda Sims	2	20
Pam Brockman	3	21
David Dispensa	3	18
Doris Jackson	3	17
Phyllis Laden	3	20
Ruby Cooper	4	23
Melinda Dennis	4	24
Gary Ward	4	24
Joan Mercadante	5	29
Debra Norton	5	25
Sheila Windholz	5	<u>27</u>
Total		470
Total Number of Students on a Variance		12

Manse Elementary

TEACHER	GRADE	# IN CLASS
TRACI PRIEST	PRE-K	15
RUTHY ANDRESEN	K	18
CINDI HASTINGS	K	19
LOIS MILLS	K	18
CAROL SENARY	K	18
SHIRLEY JACKSON	1	20
CHERYL OCCHUIZZO	1	19
DANETTE SCHROEDER	1	20
DANA STOBBE	1	20
CASSONDRA LAUVER	2	18
LYNNE LINDBERG	2	18
TERESA LINNER	2	17
JUDITH LISTER	2	15
SUSAN BROWN	3	20
KELLY JONES	3	18
KIMBERLY KINGSLEY	3	19
MICHAEL LINNER	3	20
MISA CARLSON	4	22
DEANNA FLOYD	4	22
CHRISTINE RICHARDSON	4	22
KRISTI HAYES	5	22
HEIDI HUGHES	5	21
MARK ROJAS	5	20
PENNIE ROSCO	SLD	15
TOTAL		456

NUMBER OF STUDENTS ON VARIANCE

PRE-K – 5	17
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Mt. Charleston Elementary

<u>TEACHER</u>	<u>GRADE</u>	<u>#IN CLASS</u>
LAURA DAUN	EH	13
ESTHER ENGLUND	K	40
BETH MATTSON	K	40
HEATHER FREEMAN	1	24
LAURA JENSEN	1	25
KEELE MCDANIEL	1	25
DONALD JENSEN	2	21
TRUDI SALZWEDEL	2	19
BARBARA SUTTON	2	20
RENAE LINDGREN	3	24
KARLYLE SHOOK	3	25
LAURA WEIR	3	26
KATHLEEN FLOYD	4	22
GOODELL, LORI	4	22
MARK MCDANIEL	4	22
RENEE SMITH	4	20
LINDA BAILEY	5	24
JILL HARRIS	5	24
MICHELLE SHERECK	5	24
<u>TOTAL</u>		<u>460</u>
NUMBER OF STUDENTS ON A VARIANCE		38

Rosemary Clarke Middle School

Grade	Male	Female	Total
6	215	189	404
7	214	177	391
8	186	177	363
OVERALL STUDENT TOTAL			1158

Pahrump Valley High School

Grade	Male	Female
9	250	182
10	198	198
11	173	166
12	118	117
Prev-Grad - SpEd	2	2 (not included in total)
Home schooler		(not included in total)
	739	663
Total	1402	

Pathways High School

	<u>Male</u>	<u>Female</u>
9 th grade	23	27
10 th grade	17	21
11 th grade	9	20
12 th grade	<u>8</u>	<u>8</u>
TOTAL	57	76

Pathways Middle School

	<u>Male</u>	<u>Female</u>
6 th grade	1	10
7 th grade	9	5
8 th grade	<u>10</u>	<u>8</u>
TOTAL	20	23

Round Mountain Elementary

<u>TEACHER IN CLASS</u>	<u>CLASS</u>	<u>NUMBER</u>
Jeanne Lawton	Early Childhood	6
Fritche Lage	Kindergarten	23
Janine Tuss	First Grade	20
James Hunt	Second Grade	16
Carol Taylor	Second Grade	17
Tamara Jones	Third Grade	19
Sherrilynn Rakestraw	Fourth Grade	24
Michelle Lopez	Fifth Grade	<u>24</u>
	Total	149

Round Mountain HS

9th grade - 24
10th grade - 22
11th grade - 33
12th grade - 27

Total - 106

Round Mountain MS

6th grade - 22
7th grade - 27
8th grade - 20

Total - 69

Total enrollment - 175

Silver Rim Elementary School

<u>TEACHER</u>	<u>CLASS</u>	<u>NO. STUDENTS</u>
Jean Lawton	PK	2
Elizabeth Vessels	K	30
Anena Kipp	1 st	13
Rene Redman	1 st	13
Sher Miller	2 nd	27
TOTALS		85

Tonopah Elementary/Middle School

<u>TEACHER</u>	<u>CLASS</u>	<u>NO. STUDENTS</u>
Russell Olin	3rd	19
Mary Thibodeaux	3 rd	20
Rochell Eiseman	4 th	28
Gayle Gillard	5th	<u>29</u>
Sub-Total		96
Gene Smith	6	27
Danni Wilson	7B	16
Michelle Anthony	7A	17
Jill Katzenbach	8A	16
Ronda Bridgman	8B	16
Deb Rogers	Resource	<u>2</u>
Sub-Total		<u>94</u>
	TOTAL	190

Tonopah High School

Grade 9	56
Grade 10	45
Grade 11	42
Grade 12	22
Total	165

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

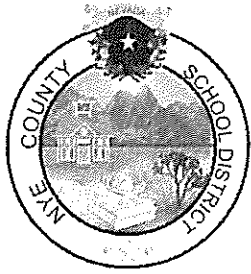
Last updated 8-18-09

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



Dr. William E. "Rob" Roberts
Superintendent

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 President
Tracie Ward, Clerk
Mike Floyd
Edna Jean Forsgren
Dennis Keating
J.E. "Doc" McNeely

Assistant Superintendents
Rod Pekarek
District Services
Jerry C. Hill
Student Achievement
Dale A. Norton
Character Education

MEMORANDUM

TO: Board of Trustees

FROM: Rod Pekarek, Assistant Superintendent for District Services *RP*

RE: Calendar Options / Beginning & Ending Dates for 2010-2011 School Year

DATE: November 25, 2009

27

Please find the attached Calendar Options for beginning and ending dates for the 2010-2011 school year. Superintendent Roberts has indicated to me that he recommends Choice #2, which matches the beginning and ending dates for the Clark County School District.

RP:ts

2010-2011 CALENDAR OPTIONS
Beginning & Ending Dates

Choice #1

Beginning Date
 August 23, 2010

Ending Date
 June 2, 2011

Choice #2

Beginning Date
 August 30, 2010

Ending Date
 June 9, 2011

Choice #3

Beginning Date
 September 7, 2010

Ending Date
 June 17, 2011

Choice #4

Beginning Date
 August 16, 2010

Ending Date
 May 26, 2011

28

2010			2011		
JANUARY	FEBRUARY	MARCH	JANUARY	FEBRUARY	MARCH
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
1 2	1 2 3 4 5 6	1 2 3 4 5 6	1	1 2 3 4 5	1 2 3 4 5
3 4 5 6 7 8 9	7 8 9 10 11 12 13	7 8 9 10 11 12 13	2 3 4 5 6 7 8	6 7 8 9 10 11 12	6 7 8 9 10 11 12
10 11 12 13 14 15 16	14 15 16 17 18 19 20	14 15 16 17 18 19 20	9 10 11 12 13 14 15	13 14 15 16 17 18 19	13 14 15 16 17 18 19
17 18 19 20 21 22 23	21 22 23 24 25 26 27	21 22 23 24 25 26 27	16 17 18 19 20 21 22	20 21 22 23 24 25 26	20 21 22 23 24 25 26
24 25 26 27 28 29 30	28	28 29 30 31	23 24 25 26 27 28 29	27 28	27 28 29 30 31
APRIL	MAY	JUNE	APRIL	MAY	JUNE
1 2 3	1	1 2 3 4 5	1 2	1 2 3 4 5 6 7	1 2 3 4
4 5 6 7 8 9 10	2 3 4 5 6 7 8	6 7 8 9 10 11 12	3 4 5 6 7 8 9	8 9 10 11 12 13 14	5 6 7 8 9 10 11
11 12 13 14 15 16 17	9 10 11 12 13 14 15	13 14 15 16 17 18 19	10 11 12 13 14 15 16	15 16 17 18 19 20 21	12 13 14 15 16 17 18
18 19 20 21 22 23 24	16 17 18 19 20 21 22	20 21 22 23 24 25 26	17 18 19 20 21 22 23	22 23 24 25 26 27 28	19 20 21 22 23 24 25
25 26 27 28 29 30	23 24 25 26 27 28 29	27 28 29 30	24 25 26 27 28 29 30	29 30 31	26 27 28 29 30
JULY	AUGUST	SEPTEMBER	JULY	AUGUST	SEPTEMBER
1 2 3	1 2 3 4 5 6 7	1 2 3 4	1 2	1 2 3 4 5 6	1 2 3
4 5 6 7 8 9 10	8 9 10 11 12 13 14	5 6 7 8 9 10 11	3 4 5 6 7 8 9	7 8 9 10 11 12 13	4 5 6 7 8 9 10
11 12 13 14 15 16 17	15 16 17 18 19 20 21	12 13 14 15 16 17 18	10 11 12 13 14 15 16	14 15 16 17 18 19 20	11 12 13 14 15 16 17
18 19 20 21 22 23 24	22 23 24 25 26 27 28	19 20 21 22 23 24 25	17 18 19 20 21 22 23	21 22 23 24 25 26 27	18 19 20 21 22 23 24
25 26 27 28 29 30 31	29 30 31	26 27 28 29 30	24 25 26 27 28 29 30	28 29 30 31	25 26 27 28 29 30
OCTOBER	NOVEMBER	DECEMBER	OCTOBER	NOVEMBER	DECEMBER
1 2	1 2 3 4 5 6	1 2 3 4	1	1 2 3 4 5	1 2 3
3 4 5 6 7 8 9	7 8 9 10 11 12 13	5 6 7 8 9 10 11	2 3 4 5 6 7 8	6 7 8 9 10 11 12	4 5 6 7 8 9 10
10 11 12 13 14 15 16	14 15 16 17 18 19 20	12 13 14 15 16 17 18	9 10 11 12 13 14 15	13 14 15 16 17 18 19	11 12 13 14 15 16 17
17 18 19 20 21 22 23	21 22 23 24 25 26 27	19 20 21 22 23 24 25	16 17 18 19 20 21 22	20 21 22 23 24 25 26	18 19 20 21 22 23 24
24 25 26 27 28 29 30	28 29 30	26 27 28 29 30 31	23 24 25 26 27 28 29	27 28 29 30	25 26 27 28 29 30 31



Nye County School District

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Dr. William E. "Rob" Roberts
Superintendent

Maria Descamps
Administrator on Special Assignment

MEMORANDUM

TO: Board of Trustees

FROM: Maria Descamps
Administrator on Special Assignment

RE: K-8 Math Textbook Adoption

DATE: December 3, 2009

NCSD began the K-8th grade math adoption process in May of 2009. The programs that were selected for teachers to review and possibly select from were: Saxon Mathematics-Glencoe K-8, McGraw Hill-Math Connects K-8, Scott Foresman- Investigations K-Scott Foresman- Envision K-5, Scott Foresman- CMP 6-8, Prentice Hall- 6-8.

Two teachers in a primary and intermediate grade were asked to be selected by their building Principal; members of the committee met May 13, 2009 and received a preview of the programs with representation from all the companies selected. At that time the committee was able to narrow their focus, and based on a rating system, Saxon Mathematics was unanimously voted out of the process.

Over the course of the summer, announcements were made in both the Pahrump Valley Times and Tonopah Newspaper informing the public that the district was in an adoption process and invited the public to come and view the materials in the district office boardrooms. At that time, a box was made for public comment. NCSD received no public comments in regards to the materials that the district was considering adopting.

At the beginning of the school year, samples kits were delivered to committee members and teacher were given a chance to "tinker" with the materials. Committee members gathered again October 19, 2009, and discussed the programs that were still on the table. Part of the discussion was the concern from the middle school that students needed a textbook, the other concern was that as a committee it was decided that whatever was chosen, had to be vertically aligned K-12th grade.

At the end of the meeting the committee came to consensus, and determined that Math Connects, by McGraw Hill seemed to be the program that met all the requirements. The committee asked for more time to review the materials, and requested one more opportunity to meet and discuss.

MEMORANDUM

Re: Math Textbook Adoption

December 3, 2009

Page 2

On November 19, 2009, representatives from McGraw Hill were on hand to answer questions that committee members had. There were no questions. The group unanimously voted for McGraw Hill.

Please find the attached price quote from McGraw Hill, professional development is included for the life of the adoption.

Members of the Math Committee are as follows:

Cindy Thayer- Hafen	Georgia Selway- Hafen
Cassandra Lauver- Manse	Kimberly Kingsley- Manse
Laura Spencer- Manse	Greg Severts- Floyd
Jill Bueapartlant- Floyd	Grace Bacon- Tonopah (moved to RCMS)
Danni Wilson- Tonopah Elementary	Ron Dallen- Beatty
Laura Weir- Mt Charleston	Michelle Shereck- Mt. Charleston
Sheila Windholtz- JG Johnson	Nicole Hunt- RCMS
Armando Veloz- RCMS	Diane Caristo-PVHS
Jim Paxton- PVHS	

McGraw-Hill School Education Group

Price Quote

Quote Number: **TGA0011300900QU03**

Nye County Sch Dist
P O Box 113
Tonopah, NV 89049-0113
(775) 482-6258
Account Number: 336126
Site Number: 382434
MCH:

Issued By: Brian Pollack
1748 Yellowwood Dr.
Las Vegas, NV 89123

Phone: 702.376.0744

Fax:

E-Mail: brian_pollack@mcgraw-hill.com

11/30/09

ISBN	Description	Qty	Unit Price	Free W/Order	Selling Price
Prices firm for 30 days from quote date. Price quote must be attached to school purchase order to receive free material.					
(Shipping and handling charges are not included in the quote total. Actual charges for shipping, handling and tax (if applicable) will be applied at the time of order.)					
Grade K					
<u>978-0-021-05723-8</u>	GR K MA09 NATL PUPIL ED VOL 1	417	\$12.99	\$0.00	\$5,416.83
<u>978-0-021-05724-5</u>	GR K MA09 NATL PUPIL ED VOL 2	417	\$12.99	\$0.00	\$5,416.83
<u>978-0-021-07307-8</u>	GR K MA09 FLIPBOOK, VOL 1 SE	19	\$196.56	\$0.00	\$3,734.64
<u>978-0-021-07308-5</u>	GR K MA09 FLIPBOOK, VOL 2 SE	19	\$196.56	\$0.00	\$3,734.64
<u>Teacher Materials:</u>					
<u>978-0-021-05735-1</u>	GR K MA09 NATL TEACHER ED VOL1	19	\$78.00	\$1,482.00	\$0.00
<u>978-0-021-05736-8</u>	GR K MA09 NATL TEACHER ED VOL2	19	\$78.00	\$1,482.00	\$0.00
<u>978-0-021-08067-0</u>	GR K MA09 NAT TEACHER RES PKG	19	\$441.48	\$8,388.12	\$0.00
<u>978-0-021-07329-0</u>	GR K MA09 PROB DAY FLIPCHART	19	\$64.47	\$1,224.93	\$0.00
<u>978-0-021-07294-1</u>	GR K MA09 HOMEWORK WORKBOOK	19	\$5.19	\$98.61	\$0.00
<u>978-0-021-07301-6</u>	GR K MA09 RETEACH/SKILLS WKBK	19	\$5.19	\$98.61	\$0.00
<u>Hands On/Manipulative Materials:</u>					
<u>978-0-021-06464-9</u>	GR K MA09 MANIP WORKMATS	19	\$7.20	\$136.80	\$0.00
<u>978-0-021-06481-6</u>	GR K MA09 CLASS MANIP KIT	19	\$352.56	\$0.00	\$6,698.64
<u>978-0-021-07359-7</u>	GR K MA09 ON-LVL RDR 6-PACK	19	\$291.60	\$0.00	\$5,540.40
<u>978-0-021-12899-0</u>	GR K MA09 RWPS RDR AP LVL 6PK	19	\$291.60	\$0.00	\$5,540.40
<u>978-0-021-12911-9</u>	GR K MA09 RWPS RDR BE LVL 6PK	19	\$291.60	\$5,540.40	\$0.00
<u>978-0-021-07151-7</u>	GR K MA09 REAL-WORLD TG	19	\$17.67	\$335.73	\$0.00
<u>978-0-078-88216-6</u>	MATH TRIUM GRD-K TE 09	12	\$78.00	\$936.00	\$0.00
<u>Additional Teacher Resources:</u>					
<u>978-0-021-07521-8</u>	GR K MA09 NAT TE REF HANDBOOK	19	\$8.46	\$160.74	\$0.00
<u>978-0-021-06332-1</u>	GR K MA09 NAT MATH ON THE GO	19	\$42.60	\$809.40	\$0.00
<u>978-0-021-12823-5</u>	GR K MA09 BLEND MATH /IMPACT	19	\$20.79	\$395.01	\$0.00
<u>978-0-021-06386-4</u>	GR K MA09 IMPACT TE	19	\$32.22	\$612.18	\$0.00
<u>978-0-021-06159-4</u>	GR K MA09 ELL GUIDE W/ BLM	19	\$29.97	\$569.43	\$0.00
<u>Technology:</u>					
<u>978-0-021-08034-2</u>	GR K MA09 STUDENTWORKS PLUS CD	19	\$43.98	\$835.62	\$0.00
<u>978-0-021-08033-5</u>	GR K MA09 TEACHERWORKS PLUS CD	19	\$219.00	\$4,161.00	\$0.00
<u>978-0-021-06399-4</u>	GR K-2 MA09 EXAMVIEW SUITE	19	\$169.98	\$3,229.62	\$0.00
<u>978-0-021-06401-4</u>	GR K MA09 ADVENTURE W DOT& RAY	19	\$49.98	\$949.62	\$0.00

<u>978-0-021-06489-2</u>	GR K-2 MA09 CLASSROOM GAME	19	\$49.98	\$949.62	\$0.00
<u>978-0-021-06404-5</u>	GR K-1 MA09 MATH SONGS CD	19	\$49.98	\$949.62	\$0.00

Grade 1

<u>978-0-021-05725-2</u>	GR 1 MA09 NATL PUPIL ED VOL 1	409	\$18.99	\$0.00	\$7,766.91
<u>978-0-021-05726-9</u>	GR 1 MA09 NATL PUPIL ED VOL 2	409	\$18.99	\$0.00	\$7,766.91

Teacher Materials:

<u>978-0-021-05737-5</u>	GR 1 MA09 NATL TEACHER ED VOL1	25	\$78.00	\$1,950.00	\$0.00
<u>978-0-021-05738-2</u>	GR 1 MA09 NATL TEACHER ED VOL2	25	\$78.00	\$1,950.00	\$0.00
<u>978-0-021-08068-7</u>	GR 1 MA09 NAT TEACHER RES PKG	25	\$445.11	\$11,127.75	\$0.00
<u>978-0-021-07331-3</u>	GR 1 MA09 PROB DAY FLIPCHART	25	\$64.47	\$1,611.75	\$0.00
<u>978-0-021-07288-0</u>	GR 1 MA09 PROB-SOL PRACT WKBK	25	\$5.19	\$129.75	\$0.00
<u>978-0-021-07295-8</u>	GR 1 MA09 HOMEWORK WORKBOOK	25	\$5.19	\$129.75	\$0.00
<u>978-0-021-07302-3</u>	GR 1 MA09 RETEACH/SKILLS WKBK	25	\$5.19	\$129.75	\$0.00

HandsOn/Manipulative Materials:

<u>978-0-021-07313-9</u>	GR 3 MA09 LEARN STA CARDS	25	\$67.59	\$1,689.75	\$0.00
<u>978-0-021-06465-6</u>	GR 1 MA09 MANIP WORKMATS	25	\$7.20	\$180.00	\$0.00
<u>978-0-021-06482-3</u>	GR 1-2 MA09 CLASS MANIP KIT	25	\$415.98	\$0.00	\$10,399.50
<u>978-0-021-07361-0</u>	GR 1 MA09 ON-LVL RDR 6-PACK	25	\$291.60	\$0.00	\$7,290.00
<u>978-0-021-12900-3</u>	GR 1 MA09 RWPS RDR AP LVL 6PK	25	\$291.60	\$0.00	\$7,290.00
<u>978-0-021-12912-6</u>	GR 1 MA09 RWPS RDR BE LVL 6PK	25	\$291.60	\$7,290.00	\$0.00
<u>978-0-021-07152-4</u>	GR 1 MA09 REAL-WORLD TG	25	\$17.67	\$441.75	\$0.00
<u>978-0-078-88217-3</u>	MATH TRIUM GRD-1 TE 09	12	\$78.00	\$936.00	\$0.00

Additional Teacher Resources:

<u>978-0-021-07522-5</u>	GR 1 MA09 NAT TE REF HANDBOOK	25	\$8.46	\$211.50	\$0.00
<u>978-0-021-06333-8</u>	GR 1 MA09 NAT MATH ON THE GO	25	\$42.60	\$1,065.00	\$0.00
<u>978-0-021-06161-7</u>	GR 1 MA09 ELL GUIDE W/ BLM	25	\$29.97	\$749.25	\$0.00
<u>978-0-021-12824-2</u>	GR 1 MA09 BLEND MATH /IMPACT	25	\$20.79	\$519.75	\$0.00
<u>978-0-021-06387-1</u>	GR 1 MA09 IMPACT TE	25	\$32.22	\$805.50	\$0.00

Technology:

<u>978-0-021-08036-6</u>	GR 1 MA09 STUDENTWORKS PLUS CD	25	\$55.98	\$1,399.50	\$0.00
<u>978-0-021-08035-9</u>	GR 1 MA09 TEACHERWORKS PLUS CD	25	\$219.00	\$5,475.00	\$0.00
<u>978-0-021-06399-4</u>	GR K-2 MA09 EXAMVIEW SUITE	25	\$169.98	\$4,249.50	\$0.00
<u>978-0-021-06407-6</u>	GR 1 MA09 ADVENTURE W DOT& RAY	25	\$49.98	\$1,249.50	\$0.00
<u>978-0-021-06489-2</u>	GR K-2 MA09 CLASSROOM GAME	25	\$49.98	\$1,249.50	\$0.00
<u>978-0-021-06404-5</u>	GR K-1 MA09 MATH SONGS CD	25	\$49.98	\$1,249.50	\$0.00
<u>978-0-021-12023-9</u>	MA09 SEWORKS+ ADV TRACK 6Y G1	25	\$37.98	\$0.00	\$949.50

Grade 2

<u>978-0-021-05727-6</u>	GR 2 MA09 NATL PUPIL ED VOL 1	417	\$18.99	\$0.00	\$7,918.83
<u>978-0-021-05728-3</u>	GR 2 MA09 NATL PUPIL ED VOL 2	417	\$18.99	\$0.00	\$7,918.83

Teacher Materials:

<u>978-0-021-05739-9</u>	GR 2 MA09 NATL TEACHER ED VOL1	28	\$78.00	\$2,184.00	\$0.00
<u>978-0-021-05741-2</u>	GR 2 MA09 NATL TEACHER ED VOL2	28	\$78.00	\$2,184.00	\$0.00
<u>978-0-021-08069-4</u>	GR 2 MA09 NAT TEACHER RES PKG	28	\$445.11	\$12,463.08	\$0.00
<u>978-0-021-07332-0</u>	GR 2 MA09 PROB DAY FLIPCHART	28	\$64.47	\$1,805.16	\$0.00
<u>978-0-021-07289-7</u>	GR 2 MA09 PROB-SOL PRACT WKBK	28	\$5.19	\$145.32	\$0.00
<u>978-0-021-07296-5</u>	GR 2 MA09 HOMEWORK WORKBOOK	28	\$5.19	\$145.32	\$0.00
<u>978-0-021-07303-0</u>	GR 2 MA09 RETEACH/SKILLS WKBK	28	\$5.19	\$145.32	\$0.00

HandsOn/Manipulative Materials:

<u>978-0-021-07312-2</u>	GR 2 MA09 LEARN STA CARDS	28	\$67.59	\$1,892.52	\$0.00
<u>978-0-021-06466-3</u>	GR 2 MA09 MANIP WORKMATS	28	\$7.20	\$201.60	\$0.00
<u>978-0-021-06482-3</u>	GR 1-2 MA09 CLASS MANIP KIT	28	\$415.98	\$0.00	\$11,647.44
<u>978-0-021-07362-7</u>	GR 2 MA09 ON-LVL RDR 6-PACK	28	\$291.60	\$0.00	\$8,164.80
<u>978-0-021-12901-0</u>	GR 2 MATH RWPS RDR AP LVL 6PK	28	\$291.60	\$0.00	\$8,164.80
<u>978-0-021-12913-3</u>	GR 2 MA09 RWPS RDR BE LVL 6PK	28	\$291.60	\$8,164.80	\$0.00
<u>978-0-021-07153-1</u>	GR 2 MA09 REAL-WORLD TG	28	\$17.67	\$494.76	\$0.00
<u>978-0-078-88218-0</u>	MATH TRIUM GRD-2 BK 1 TE 09	12	\$78.00	\$936.00	\$0.00

Additional Teacher Resources:

<u>978-0-021-07523-2</u>	GR 2 MA09 NAT TE REF HANDBOOK	28	\$8.46	\$236.88	\$0.00
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Technology:

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<u>978-0-021-08037-3</u>	GR 2 MA09 TEACHERWORKS PLUS CD	28	\$219.00	\$6,132.00	\$0.00
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Grade 3

<u>978-0-021-05732-0</u>	GR 3 MA09 NATL PUPIL EDITION	455	\$63.99	\$0.00	\$29,115.45
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<u>978-0-021-07297-2</u>	GR 3 MA09 HOMEWORK WORKBOOK	26	\$5.19	\$134.94	\$0.00
<u>978-0-021-07304-7</u>	GR 3 MA09 RETEACH/SKILLS WKBK	26	\$5.19	\$134.94	\$0.00

HandsOn/Manipulative Materials:

<u>978-0-021-06467-0</u>	GR 3 MA09 MANIP WORKMATS	26	\$7.20	\$187.20	\$0.00
<u>978-0-021-07313-9</u>	GR 3 MA09 LEARN STA CARDS	26	\$67.59	\$1,757.34	\$0.00
<u>978-0-021-06483-0</u>	GR 3-5 MA09 CLASS MANIP KIT	26	\$415.98	\$0.00	\$10,815.48
<u>978-0-021-07363-4</u>	GR 3 MA09 ON-LVL RDR 6-PACK	26	\$291.60	\$0.00	\$7,581.60
<u>978-0-021-12902-7</u>	GR 3 MA09 RWPS RDR AP LVL 6PK	26	\$291.60	\$0.00	\$7,581.60
<u>978-0-021-12914-0</u>	GR 3 MA09 RWPS RDR BE LVL 6PK	26	\$291.60	\$7,581.60	\$0.00
<u>978-0-021-07154-8</u>	GR 3 MA09 REAL-WORLD TG	26	\$17.67	\$459.42	\$0.00
<u>978-0-078-88219-7</u>	MATH TRIUM GRD-3 BK 1 TE 09	12	\$78.00	\$936.00	\$0.00

Additional Teacher Resources:

<u>978-0-021-07524-9</u>	GR 3 MA09 NAT TE REF HANDBOOK	26	\$8.46	\$219.96	\$0.00
<u>978-0-021-06389-5</u>	GR 3 MA09 IMPACT TE	26	\$32.22	\$837.72	\$0.00
<u>978-0-021-12826-6</u>	GR 3 MA09 BLEND MATH /IMPACT	26	\$20.79	\$540.54	\$0.00
<u>978-0-021-06163-1</u>	GR 3 MA09 ELL GUIDE W/ BLM	26	\$29.97	\$779.22	\$0.00

Technology:

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<u>978-0-021-08039-7</u>	GR 3 MA09 TEACHERWORKS PLUS CD	26	\$219.00	\$5,694.00	\$0.00
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<u>978-0-021-06491-5</u>	GR 3-5 MA09 CLASSROOM GAME	26	\$49.98	\$1,299.48	\$0.00
<u>978-0-021-06411-3</u>	GR 2-3 MA09 MATH SONGS CD	26	\$49.98	\$1,299.48	\$0.00
<u>978-0-021-12025-3</u>	MA09 SEWORKS+ ADV TRACK 6Y G3	26	\$63.99	\$0.00	\$1,663.74

Grade 4

<u>978-0-021-05733-7</u>	GR 4 MA09 NATL PUPIL EDITION	445	\$63.99	\$0.00	\$28,475.55
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Teacher Materials:

<u>978-0-021-05744-3</u>	GR 4 MA09 NATL TEACHER ED VOL1	24	\$78.00	\$1,872.00	\$0.00
<u>978-0-021-05745-0</u>	GR 4 MA09 NATL TEACHER ED VOL2	24	\$78.00	\$1,872.00	\$0.00
<u>978-0-021-08072-4</u>	GR 4 MA09 NAT TEACHER RES PKG	24	\$445.11	\$10,682.64	\$0.00
<u>978-0-021-07292-7</u>	GR 4 MA09 PROB-SOL PRACT WKBK	24	\$5.19	\$124.56	\$0.00
<u>978-0-021-07298-9</u>	GR 4 MA09 HOMEWORK WORKBOOK	24	\$5.19	\$124.56	\$0.00
<u>978-0-021-07305-4</u>	GR 4 MA09 RETEACH/SKILLS WKBK	24	\$5.19	\$124.56	\$0.00

HandsOn/Manipulative Materials:

<u>978-0-021-06468-7</u>	GR 4 MA09 MANIP WORKMATS	24	\$7.20	\$172.80	\$0.00
<u>978-0-021-07314-6</u>	GR 4 MA09 LEARN STA CARDS	24	\$67.59	\$1,622.16	\$0.00
<u>978-0-021-06483-0</u>	GR 3-5 MA09 CLASS MANIP KIT	24	\$415.98	\$0.00	\$9,983.52
<u>978-0-021-07364-1</u>	GR 4 MA09 ON-LVL RDR 6-PACK	24	\$291.60	\$0.00	\$6,998.40
<u>978-0-021-12903-4</u>	GR 4 MA09 RWPS RDR AP LVL 6PK	24	\$291.60	\$0.00	\$6,998.40
<u>978-0-021-12915-7</u>	GR 4 MA09 RWPS RDR BE LVL 6PK	24	\$291.60	\$6,998.40	\$0.00
<u>978-0-021-07155-5</u>	GR 4 MA09 REAL-WORLD TG	24	\$17.67	\$424.08	\$0.00
<u>978-0-078-88220-3</u>	MATH TRIUM GRD-4 BK 1 TE 09	12	\$78.00	\$936.00	\$0.00

Additional Teacher Resources:

<u>978-0-021-07525-6</u>	GR 4 MA09 NAT TE REF HANDBOOK	24	\$8.46	\$203.04	\$0.00
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Technology:

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<u>978-0-021-12026-0</u>	MA09 SEWORKS+ ADV TRACK 6Y G4	24	\$63.99	\$0.00	\$1,535.76

Grade 5

<u>978-0-021-06024-5</u>	GR 5 MA09 NATL PUPIL EDITION	461	\$63.99	\$0.00	\$29,499.39
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Teacher Materials:

<u>978-0-021-06025-2</u>	GR 5 MA09 NATL TE--VOLUME 1	25	\$78.00	\$1,950.00	\$0.00
<u>978-0-021-06026-9</u>	GR 5 MA09 NATL TE--VOLUME 2	25	\$78.00	\$1,950.00	\$0.00
<u>978-0-021-08073-1</u>	GR 5 MA09 NAT TEACHER RES PKG	25	\$445.11	\$11,127.75	\$0.00
<u>978-0-021-07293-4</u>	GR 5 MA09 PROB-SOL PRACT WKBK	25	\$5.19	\$129.75	\$0.00
<u>978-0-021-07299-6</u>	GR 5 MA09 HOMEWORK WORKBOOK	25	\$5.19	\$129.75	\$0.00
<u>978-0-021-07306-1</u>	GR 5 MA09 RETEACH/SKILLS WKBK	25	\$5.19	\$129.75	\$0.00

HandsOn/Manipulative Materials:

<u>978-0-021-06469-4</u>	GR 5 MA09 MANIP WORKMATS	25	\$7.20	\$180.00	\$0.00
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<u>978-0-021-07315-3</u>	GR 5 MA09 LEARN STA CARDS	25	\$67.59	\$1,689.75	\$0.00
<u>978-0-021-06483-0</u>	GR 3-5 MA09 CLASS MANIP KIT	25	\$415.98	\$0.00	\$10,399.50
<u>978-0-021-07365-8</u>	GR 5 MA09 ON-LVL RDR 6-PACK	25	\$291.60	\$0.00	\$7,290.00
<u>978-0-021-12904-1</u>	GR 5 MA09 RWPS RDR AP LVL 6PK	25	\$291.60	\$0.00	\$7,290.00
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Additional Teacher Resources:

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<u>978-0-021-06165-5</u>	GR 5 MA09 ELL GUIDE W/ BLM	25	\$31.17	\$779.25	\$0.00
<u>978-0-021-12828-0</u>	GR 5 MA09 BLEND MATH /IMPACT	25	\$20.79	\$519.75	\$0.00
<u>978-0-021-06392-5</u>	GR 5 MA09 IMPACT TE	25	\$32.22	\$805.50	\$0.00
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Technology:

<u>978-0-021-08045-8</u>	GR 5 MA09 STUDENTWORKS PLUS CD	25	\$81.99	\$2,049.75	\$0.00
<u>978-0-021-08044-1</u>	GR 5 MA09 TEACHERWORKS PLUS CD	25	\$219.00	\$5,475.00	\$0.00
<u>978-0-021-12034-5</u>	GR 3-6 MA09 EXAMVIEW SUITE 6.2	25	\$169.98	\$4,249.50	\$0.00
<u>978-0-021-08404-3</u>	GR 5 MA09 INTERACT CLASS CD	25	\$99.00	\$2,475.00	\$0.00
<u>978-0-021-06436-6</u>	GR 5 MA09 ADVENTURE W DOT& RAY	25	\$49.98	\$1,249.50	\$0.00
<u>978-0-021-06491-5</u>	GR 3-5 MA09 CLASSROOM GAME	25	\$49.98	\$1,249.50	\$0.00
<u>978-0-021-06417-5</u>	GR 4-5 MA09 MATH SONGS CD	25	\$49.98	\$1,249.50	\$0.00
<u>978-0-021-12027-7</u>	MA09 SEWORKS+ ADV TRACK 6Y G5	25	\$63.99	\$0.00	\$1,599.75

Total:		\$270,830.88	\$289,251.48
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978-0-078-81033-6	Word Problem Practice Workbook	18	\$4.14	\$74.52	\$0.00

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ISBN	Description	Qty	Unit Price	Free w/ Order	Selling Price
<u>Reading/Writing</u>					
<u>Teacher Materials</u>					
978-0-078-79580-0	Teacher Classroom Resources	5	\$219.00	\$1,095.00	\$0.00
978-0-078-78293-0	Real World Problem Solving Graphic Novels	18	\$13.50	\$243.00	\$0.00
<u>Technology</u>					
978-0-078-80552-3	MATH CONN C1 TCHRWRKS + DVD09	18	\$219.00	\$3,942.00	\$0.00
978-0-078-80553-0	ExamView® Assessment Suite CD-ROM	18	\$169.98	\$3,059.64	\$0.00
978-0-078-80554-7	Interactive Classroom CD-ROM	18	\$99.00	\$1,782.00	\$0.00
978-0-078-80743-5	Super DVD	18	\$199.95	\$3,599.10	\$0.00
978-0-078-76603-9	Graphing Calculator Easy Filed CD-ROM	18	\$49.98	\$899.64	\$0.00
<u>Manipulatives</u>					
978-0-028-33116-4	MATH CLSRM MANIP KIT 99/04	6	\$450.00	\$2,700.00	\$0.00
978-0-028-33116-4	Classroom Manipulative Kit	12	\$450.00	\$0.00	\$5,400.00
<u>Professional Development</u>					
978-0-078-73263-8	Mathematics, YES! Video Workshop DVD Package	5	\$199.95	\$999.75	\$0.00
978-0-078-74924-7	Educational Strategies in Mathematics for Grades 6-12 Professional Development Video Workshop DVD Package	5	\$149.97	\$749.85	\$0.00
Math Connects: Concepts, Skills, and Problem Solving, Course 2 © 2009					
978-0-078-74046-6	MATH CONN C2 SE 09	140	\$62.97	\$8,815.80	\$0.00

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ISBN	Description	Qty	Unit Price	Free w/ Order	Selling Price
978-0-078-74046-6	Student Edition	560	\$62.97	\$0.00	\$35,263.20
978-0-078-74048-0	Teacher Wraparound Edition, Volume 1	21	\$78.00	\$1,638.00	\$0.00
978-0-078-88292-0	Teacher Wraparound Edition, Volume 2	21	\$78.00	\$1,638.00	\$0.00

Intervention

978-0-078-81054-1	Study Guide and Intervention/Practice Workbook	21	\$4.14	\$86.94	\$0.00
978-0-078-78893-2	Math Skills maintenance Workbook	21	\$4.14	\$86.94	\$0.00

Workbooks

978-0-078-90237-6	Noteables: Interactive Study Notebook with Foldables®	21	\$10.38	\$217.98	\$0.00
978-0-078-81053-4	Skills Practice Workbook	21	\$4.14	\$86.94	\$0.00
978-0-078-81055-8	Word Problem Practice Workbook	21	\$4.14	\$86.94	\$0.00

Reading/Writing**Teacher Materials**

978-0-078-79581-7	Teacher Classroom Resources	5	\$219.00	\$1,095.00	\$0.00
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Technology

978-0-078-80556-1	MATH CONN C2 TCHRWRKS + DVD09	21	\$219.00	\$4,599.00	\$0.00
0078805570	ExamView® Assessment Suite CD-ROM	21	\$0.00	\$0.00	\$0.00
978-0-078-80558-5	Interactive Classroom CD-ROM	21	\$99.00	\$2,079.00	\$0.00
978-0-078-80744-2	Super DVD	21	\$199.95	\$4,198.95	\$0.00
978-0-078-76603-9	Graphing Calculator Easy Files CD-ROM	21	\$49.98	\$1,049.58	\$0.00

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McGraw-Hill School Education Group**Price Quote**

ISBN	Description	Qty	Unit Price	Free w/ Order	Selling Price
<u>Manipulatives</u>					
978-0-028-33116-4	MATH CLSRM MANIP KIT 99/04	6	\$450.00	\$2,700.00	\$0.00
978-0-028-33116-4	Classroom Manipulative Kit	15	\$450.00	\$0.00	\$6,750.00

Professional Development**Math Connects: Concepts, Skills, and Problem Solving, Course 3 © 2009**

978-0-078-74050-3	MATH CONN C-3 SE 09	90	\$62.97	\$5,667.30	\$0.00
978-0-078-74050-3	Student Edition	360	\$62.97	\$0.00	\$22,669.20
978-0-078-74052-7	Teacher Wraparound Edition, Volume 1	18	\$78.00	\$1,404.00	\$0.00
978-0-078-88293-7	Teacher Wraparound Edition, Volume 2	18	\$78.00	\$1,404.00	\$0.00

Intervention

978-0-078-81076-3	Study Guide and Intervention/Practice Workbook	20	\$4.14	\$82.80	\$0.00
978-0-078-78895-6	Math Skills Maintenance Workbook	20	\$4.14	\$82.80	\$0.00

Workbooks

978-0-078-90238-3	Noteables: Interactive Study Notebook with Foldables®	20	\$10.38	\$207.60	\$0.00
978-0-078-81075-6	Skills Practice Workbook	20	\$4.14	\$82.80	\$0.00
978-0-078-81077-0	Word Problem Practice Workbook	20	\$4.14	\$82.80	\$0.00

Reading/Writing**Teacher Materials**

978-0-078-79582-4	Teacher Classroom Resources	5	\$219.00	\$1,095.00	\$0.00
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<u>Technology</u>					
978-0-078-90225-3	StudentWorks Plus CD-ROM	20	\$80.97	\$1,619.40	\$0.00
978-0-078-80560-8	TeacherWorks Plus DVD	20	\$219.00	\$4,380.00	\$0.00
0078805619	ExamView® Assessment Suite CD-ROM	20	\$0.00	\$0.00	\$0.00
978-0-078-80562-2	Interactive Classroom CD-ROM	20	\$99.00	\$1,980.00	\$0.00
978-0-078-80745-9	Super DVD	20	\$199.95	\$3,999.00	\$0.00
978-0-078-76603-9	Graphing Calculator Easy Files CD-ROM	20	\$49.98	\$999.60	\$0.00

Manipulatives

978-0-028-33116-4	MATH CLSRM MANIP KIT 99/04	6	\$450.00	\$2,700.00	\$0.00
978-0-028-33116-4	Classroom Manipulative Kit	15	\$450.00	\$0.00	\$6,750.00

Professional Development**Algebra 1**

978-0-078-88534-1	GLENCOE ALGEBRA 1 E-SOLUTIONS MANUAL CD-ROM	1	\$49.98	\$49.98	\$0.00
G27951.03	GLENCOE ALG 1 TI GRAPHING CALCULATOR EASY FILES CD TECH TOOL	1	\$0.00	\$0.00	\$0.00
G27951.01	GLENCOE ALGEBRA 1 SUPER DVD	1	\$0.00	\$0.00	\$0.00
G27943.02	GLENCOE ALGEBRA 1 E-SOLUTIONS MANUAL CD TECH TOOL	1	\$0.00	\$0.00	\$0.00
G27943.01	GLENCOE ALGEBRA 1 EXAMVIEW TECH TOOL	1	\$0.00	\$0.00	\$0.00
978-0-078-91529-1	GLENCOE ALGEBRA 1 INTERACTIVE CLASSROOM	1	\$99.00	\$99.00	\$0.00
978-0-078-91550-5	GLENCOE ALGEBRA 1 TEACHERWORKS DVD	1	\$189.00	\$189.00	\$0.00

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ISBN	Description	Qty	Unit Price	Free w/ Order	Selling Price
978-0-078-94268-6	GLENCOE ALGEBRA 1 ONLINE TEACHER EDITION 6 YEAR SUBSCRIPTION	1	\$96.99	\$96.99	\$0.00
978-0-078-92098-1	GLENCOE ALGEBRA 1 TEACHER CLASSROOM RESOURCES	1	\$189.00	\$189.00	\$0.00
978-0-078-90847-7	GLENCOE ALGEBRA TRIUMPHS TEACHERS EDITION	1	\$78.00	\$78.00	\$0.00
978-0-078-90846-0	GLENCOE ALGEBRA TRIUMPHS	50	\$20.79	\$0.00	\$1,039.50
978-0-078-88480-1	GLENCOE ALGEBRA 1 STUDENT EDITION	100	\$69.99	\$0.00	\$6,999.00
978-0-078-88481-8	GLENCOE ALGEBRA 1 TEACHER EDITION	1	\$96.99	\$96.99	\$0.00
Triumphs					
978-0-078-92034-9	MATH TRIUMPHS GRADE 6 INTERVENTION KIT	5	\$361.92	\$0.00	\$1,809.60
978-0-078-92036-3	MATH TRIUMPHS GRADE 8 INTERVENTION KIT	5	\$361.92	\$0.00	\$1,809.60
978-0-078-92035-6	MATH TRIUMPHS GRADE 7 INTERVENTION KIT	5	\$361.92	\$0.00	\$1,809.60
Comments:		Total:		\$85,744.77	\$124,388.70
		Estimated Tax:	0.00%		\$0.00
		Grand Total:			\$124,388.70

NOTE: To obtain your ONLINE BOOK ACCESS CODES, please indicate on your purchase order the name and e-mail address of the district staff member who should receive the master code for distribution of online access codes to teachers.

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Name of School Official

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AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the First day of October in the year Two Thousand Nine
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, address and other information)

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

and the Architect:
(Name, address and other information)

SH Architecture
7373 Peak Drive, Suite 250
Las Vegas, NV 89128

for the following Project:
(Name, location and detailed description)

Pahrump Valley High School Addition & Renovation
501 E. Calvada Blvd.
Pahrump, NV 89048
APN 040-011-01

Provide Architectural and Engineering Design and Construction Phase Services for approximately 100,000 S.F., Two or Three Store structure on approximately 41.6 acres of the Owner's property. Services in Programming, Master Planning, Civil Engineering, Landscape Design, Structural Engineering, Mechanical, Plumbing and Electrical Engineering, Cost Estimating and Food Service Design.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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TABLE OF ARTICLES

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2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

| Exhibit B – SH Architecture's Proposal dated August 19, 2009

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

| September 01, 2010

.2 Substantial Completion date:

| December 30, 2012

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

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§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

The Architect's Authorized Representative shall be: Mr. Mark T. McGinty
7373 Peak Drive, Suite 250
Las Vegas, NV 89128
Telephone: 1-702-363-2222
Cell: 1-702-524-7746
Email: Mmcginty@Sh-architecture.com

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. The Architect shall maintain said insurance coverage for the longer of two years or the statutory period following the completion of the project and deliver Owner a certificate of insurance evidencing the insurance coverage is in place upon the execution of this Agreement. The Owner shall be added as an additional insured on the policies of insurance and the additional insured endorsement shall contain a provision that the coverage afforded under the policies shall not be cancelled or allowed to expire unless prior written notice has been given to the Owner in accordance with the applicable statutes and regulations. In no case shall the notice be less than ten (10) days:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

Each occurrence	\$1,000,000
Damage to rented premises (ea. occurrence)	\$1,000,000
Medical expenses (any one person)	\$ 10,000
Personal and advance injury	\$1,000,000
General aggregate	\$2,000,000
Products – comp/op aggregate	\$2,000,000

.2 Automobile Liability

Combined single limit (ea. accident)	\$1,000,000
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.3 Workers' Compensation

E.L. each accident	\$1,000,000
E.L. disease – ea. employee	\$1,000,000
E.L. disease – policy limit	\$1,000,000

.4 Professional Liability

Per claim	\$1,000,000
Aggregate	\$2,000,000

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. The Architect's Basic Services shall also include

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landscape architectural design services, cost estimating services, food service design, and geothermal design services.. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall assist the Owner is developing the program and shall review other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

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§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's written authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's written authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

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§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 The Architect shall assist the Owner and its legal counsel in the review and preparation of the Bidding Documents. Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders; The Owner shall be responsible for reproduction and distribution cost associated with Bidding.
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

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§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

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§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

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§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

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§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

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§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

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§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming	Architect	Included in basic services per Exhibit B
§ 4.1.2 Multiple preliminary designs	N/A	
§ 4.1.3 Measured drawings	Architect	Included in basic services per Exhibit B
§ 4.1.4 Existing facilities surveys	Architect	Included in basic services per Exhibit B
§ 4.1.5 Site Evaluation and Planning	Architect	Included in basic services per Exhibit B
§ 4.1.6 Building information modeling	N/A	
§ 4.1.7 Civil engineering	Architect	Included in basic services per Exhibit B
§ 4.1.8 Landscape design	Architect	Included in basic services per Exhibit B
§ 4.1.9 Architectural Interior Design	Architect	Included in basic services per Exhibit B
§ 4.1.10 Value Analysis (B204™–2007)	N/A	
§ 4.1.11 Detailed cost estimating	N/A	Included in basic services per Exhibit B
§ 4.1.12 On-site project representation	Owner	
§ 4.1.13 Conformed construction documents	N/A	
§ 4.1.14 As-Designed Record drawings	Architect	Included in basic services
§ 4.1.15 As-Constructed Record drawings	Architect	Included in basic services
§ 4.1.16 Post occupancy evaluation	Not Provided	
§ 4.1.17 Facility Support Services (B210™–2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner's consultants	Architect	Included in basic services per Exhibit B
§ 4.1.20 Telecommunications/data design	Owner–Design Architect–Routing	Conduit and Raceway layout included in basic services

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§ 4.1.21	Security Evaluation and Planning (B206™–2007)	Not Provided	
§ 4.1.22	Commissioning (B211™–2007)	Owner	
§ 4.1.23	Extensive environmentally responsible design	Not Provided	
§ 4.1.24	LEED® Certification (B214™–2007)	Not Provided	
§ 4.1.25	Fast-track design services	Not Provided	
§ 4.1.26	Historic Preservation (B205™–2007)	Not Provided	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	Owner	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

Exhibit B

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study

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- and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Weekly visits to the site per month by the Architect over the duration of the Project during construction
- .3 Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Three (3) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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§ 5.6 The Owner shall contract separately for the design of services listed in Section 5.4, 5.5 and 12.4. Unless otherwise indicated those services shall be performed by licensed professional consultants, who shall affix their seals on the appropriate documents prepared by them. The contracts between the Owner and Owner's consultants shall require the consultants to coordinate their drawings and other instruments of service with those of the Architect and the Architect's consultants and advise the Architect of any potential conflicts. The Architect shall have no responsibility for the components of the Project designed by the Owner's consultants. Review by the Architect and the Architect's consultant of the Owner's consultants' drawings and other instruments of service is solely for consistency with the Architect's design concepts for the Project. The Architect shall be entitled to rely upon the technical sufficiency and timely delivery of documents and services furnished by the Owner's consultants, as well as on the computations performed by those consultants in connection with such documents and services. The Architect shall not be required to review or verify those computations or designs for compliance with applicable laws, statutes, ordinances, building codes, and rules and regulations, or certify completion or payment for the Work designed by the Owner's consultants.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

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§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or 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 budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the

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Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal by more than Ten (10%) percent the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

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§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. Nothing in this Agreement shall be construed to prohibit Owner from using the Instruments of Service to complete the Project following any termination as provided in Section 9.8. Owner shall retain a permanent non-exclusive license to use all Instruments of Service following a termination.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes

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of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

☒ **[X]** Arbitration pursuant to Section 8.3 of this Agreement

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☐ Litigation in a court of competent jurisdiction

☐ Other (*Specify*)

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the

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interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include actual out of pocket expenses directly attributable to termination for which the Architect is not otherwise compensated.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9. If this Agreement is terminated for any reason, Owner shall have the right to replace Architect and use the Instruments of Service to complete the design and construction of the Project, provided Owner has paid for the services rendered by Architect pursuant to Section 11.6 and Architect is released from liability as provided in Section 7.3.1 hereof.

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ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Any expense incurred by the Architect as a result of the assignment shall be considered as an Additional Service and compensated in accordance with this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect 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.

§ 10.6.1 If the Architect is required to perform services related to mold or hazardous materials, the Owner agrees to release the Architect, Architect's consultants, and their agents and employees from and against any and all claims,

Init.

damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of services by the Architect, Architect's consultants, or their agents or employees related to such services, except where such liability arises from sole negligence or willful misconduct of the person or entity seeking indemnification.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3 and services identified as Architect provided under Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

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Lump sum billed monthly as a percentage of completion equal to One Million Nine Hundred Sixty Seven Thousand Four Hundred Twenty Eight Dollar and Zero Cents (\$1,967,428.00)

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Included in Architect's Basic Services.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly rates or negotiated lump sum.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10.00%), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Programming/Master Planning	\$ 78,423.00
Schematic Design Phase	\$ 292,114.00
Design Development Phase	\$ 486,857.00
Construction Documents Phase	\$ 662,126.00
Bidding or Negotiation Phase	\$ 58,423.00
Construction Phase	\$ 389,485.00

Total Basic Compensation	\$ 1,967,428.00
--------------------------	-----------------

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent

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User Notes:

(4202734191)

services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced. If this Agreement is terminated, Owner shall not be required to pay Architect for any phase of services which have not yet been commenced or performed. In the event of any termination, Owner shall only be required to pay Architect for the phase in progress based on the percentage of completion, plus Reimbursable Expenses incurred prior to the date of termination.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Architect's Rates	
Principal-In-Charge	\$225.00 Per Hour
Project Manager	\$150.00 Per Hour
Lead Designer	\$140.00 Per Hour
<i>(Table deleted)</i>	
Project Coordinator	\$120.00 Per Hour
Contract Administrator	\$120.00 Per Hour
Design Support	\$85.00 Per Hour
Project Administrator / Clerical	\$75.00 Per Hour

Architect's Consultant's Rates

To be identified at time of services per Consultant's standard rates

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§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10.00%) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

The payments to the Architect for services rendered shall include a license to use the Instruments of Service for purposes of completing the project and no additional fees shall be owed by Owner.

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§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero dollars (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

The rate provided for in subsection 3 of NRS 338.515.

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

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ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

- 12.1 This agreement shall provide that the Architect, and the Architect's consultants have not created, placed, stored or transported any hazardous materials or pollutants on to the site and shall not be held responsible therefore.
- 12.2 This agreement shall expressly provide that the Architect and the Architect's consultants are not responsible for maintenance or wear and tear on the project following substantial completion. The Architect and the Architect's consultants are not responsible for damages resulting from the Owner's failure to inspect and maintain the project following substantial completion.
- 12.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments, including reasonable attorneys' fees and expenses recoverable under applicable law to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.
- 12.4 The Architect may provide as Additional Services under Section 4.3, Lands Surveys and Geotechnical Engineering per Section 5.4 and 5.5.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the

(Paragraphs deleted)

following:

- .3 Other documents:

(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if a, forming part of the Agreement.)

Exhibit A, Initial Information

Exhibit B, Proposal

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User Notes:

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This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)

(Signature)

Mark T. McGinty, Principal

(Printed name and title)

(Printed name and title)

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AIA® Document B101™ – 2007 Exhibit A

Initial Information

for the following PROJECT:

(Name and location or address)

090070 - Pahrump Valley High School Addition & Renovation
501 E. Calvada Blvd.
Pahrump, NV 89048

THE OWNER:

(Name and address)

Dr. William E. Roberts, Superintendent
Nye County School District
484 S. West Street
Pahrump, NV 89048

THE ARCHITECT:

(Name and address)

SH Architecture
7373 Peak Drive, Suite 250
Las Vegas, NV 89128

This Agreement is based on the following information.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

ARTICLE A.1 PROJECT INFORMATION

§ A.1.1 The Owner's program for the Project:

(Identify documentation or state the manner in which the program will be developed.)

To be determined under Basic Services by mutual agreement.

§ A.1.2 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

APN 040-011-01 (41.6 acres)
501 E. Calvada Blvd.
Pahrump, NV 89048

§ A.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total, and if known, a line item break down.)

Twenty Seven Million Dollars and No Cents (\$ 27,000,000.00)

§ A.1.4 The Owner's other anticipated scheduling information, if any, not provided in Section 1.2:

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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| To be determined later by mutual agreement

§ A.1.5 The Owner intends the following procurement or delivery method for the Project:
(Identify method such as competitive bid, negotiated contract, or construction management.)

| Competitive Bid

§ A.1.6 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

| None

ARTICLE A.2 PROJECT TEAM

§ A.2.1 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address and other information.)

Mr. Robert Whimpey
Supervisor of Maintenance and Operations
501 E. Calvada Blvd.
Pahrump, NV 89048
Telephone: 1-775-727-2459
email: Rwhimpey@Nye.12k.nv.us

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§ A.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address and other information.)

| Unknown at time of execution

§ A.2.3 The Owner will retain the following consultants and contractors:
(List discipline and, if known, identify them by name and address.)

| Unknown at time of execution

§ A.2.4 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address and other information.)

Mr. Mark McGinty, Principal
SH Architecture
7373 Peak Drive, Suite 250
Las Vegas, NV 89128
telephone: 1-702-363-2222
cell phone: 1-702-524-7746
email: Mmcginty@SH-architecture.com

§ A.2.5 The Architect will retain the consultants identified in Sections A.2.5.1 and A.2.5.2.
(List discipline and, if known, identify them by name and address.)

§ A.2.5.1 Consultants retained under Basic Services:

- .1 Structural Engineer
- .2 Mechanical Engineer
- .3 Electrical Engineer
- .4 Civil Engineer
- .5 Landscape Architect

(Paragraphs deleted)

Init.

- .6 Cost Estimator
- .7 Kitchen Designer
- .8 Acoustical Engineer

§ A.2.5.2 Consultants retained under Additional Services:

Geotechnical Engineer
Land Surveyor

§ A.2.6 Other Initial Information on which the Agreement is based:
(Provide other Initial Information.)

Unknown at time of execution

EXHIBIT B



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:

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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. And 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. And 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.

Dear Dr. Roberts:

SHARCHITECTURE wishes to provide you with the best possible Design services. Our Teams' 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

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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

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The above fee does not include Programming, 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). Consultant's reimbursable 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

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ACCEPTED BY:

DATE:

AIA® Document E201™ – 2007

Digital Data Protocol Exhibit

This Exhibit is incorporated into the accompanying agreement (the "Agreement") dated the First day of October in the year Two Thousand Nine
(In words, indicate day, month and year)

BETWEEN:

(Name, address and contact information, including electronic addresses)

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

AND:

(Name, address and contact information, including electronic addresses)

SH Architecture
7373 Peak Drive, Suite 250
Las Vegas, NV 89128

For the following Project:
(Name and location or address)

Pahrump Valley High School Addition & Renovation
501 E. Calvada Blvd.
Pahrump, NV 89048
APN 040-011-01

Provide Architectural and Engineering Design and Construction Phase Services for approximately 100,000 S.F. , Two or Three Store structure on approximately 41.6 acres of the Owner's property. Services in Programming, Master Planning, Civil Engineering, Landscape Design, Structural Engineering, Mechanical, Plumbing and Electrical Engineering, Cost Estimating and Food Service Design

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 TRANSMISSION OF DIGITAL DATA
- 3 PROJECT PROTOCOL TABLE

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 This Exhibit establishes the procedures the parties agree to follow with respect to the transmission or exchange of Digital Data for this Project. Where a provision in this Exhibit conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Exhibit will prevail.

§ 1.1.1 The parties agree to incorporate this Exhibit by reference into any other agreement for services or construction for the Project.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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§ 1.1.2 Signatures may be made by electronic methods to the fullest extent permitted by applicable law.

§ 1.2 DEFINITIONS

§ 1.2.1 **Digital Data.** Digital Data is defined as information, communications, drawings, or designs created or stored for the Project in digital form.

§ 1.2.2 **Confidential Information.** Confidential Information is defined as Digital Data that the transmitting party has designated as confidential and clearly marked with an indication such as "Confidential" or "Business Proprietary."

§ 1.2.3 **Written or In Writing.** In addition to any definition in the Agreement to which this Exhibit is attached, "written" or "in writing" shall mean any communication, including without limitation a notice, consent or interpretation, prepared and sent to an address provided in this Exhibit using a transmission method set forth in this Exhibit that permits the recipient to print or store the communication. Communications transmitted electronically are presumed received if sent in conformance with this Section 1.2.3.

ARTICLE 2 TRANSMISSION OF DIGITAL DATA

§ 2.1 The transmission of Digital Data constitutes a warranty by the transmitting party to the receiving party that the transmitting party (1) is the copyright owner of the Digital Data, (2) has permission from the copyright owner to transmit the Digital Data for its use on the Project, or (3) is authorized to transmit Confidential Information.

§ 2.2 The receiving party agrees to keep Confidential Information strictly confidential and not to disclose it to any other person except to (1) its employees, (2) those who need to know the content of the Confidential Information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of Confidential Information.

§ 2.3 The transmitting party does not convey any right in the Digital Data or in the software used to generate the data. The receiving party may not use the Digital Data unless permission to do so is provided in the Agreement, in other documents incorporated by reference into the Agreement, such as the general conditions of the contract for construction, or in a separate license.

§ 2.4 Unless otherwise granted in a separate license, the receiving party's use, modification, or further transmission of the Digital Data, as provided in the Agreement, is specifically limited to the design and construction of the Project in accordance with the Project Protocols set forth in Article 3, and nothing contained in this Exhibit conveys any other right to use the Digital Data for another purpose.

§ 2.5 To the fullest extent permitted by law, the receiving party shall indemnify and defend the transmitting party from and against all claims arising from or related to the receiving party's modification to, or unlicensed use of, the Digital Data.

ARTICLE 3 PROJECT PROTOCOL TABLE

§ 3.1 The parties agree to comply with the data formats, transmission methods and permitted uses set forth in the Project Protocol Table below when transmitting or using Digital Data on the Project.

(Complete the Project Protocol Table by entering information in the spaces below. Adapt the table to the needs of the Project by adding, deleting or modifying the listed Digital Data as necessary. Use Section 3.2 Project Protocol Table Definitions to define abbreviations placed, and to record notes indicated, in the Project Protocol Table.)

Digital Data	Data Format	Transmitting Party	Transmission Method	Receiving Party	Permitted Uses	Notes (Enter #)
§ 3.1.1 Project Agreements and Modifications	W	A	EM	O	R	
§ 3.1.2 Project communications						
General communications	PDF	A	EM	O,C	R	
Meeting notices	PDF	A	EM	O,C	R	
Agendas	PDF	A	EM	O,C	R	
Minutes	PDF	A	EM	O,C	R	
Requests for information	PDF	A	EM	O,C	R	
Other:						

Init.

§ 3.1.3 Architect's pre-construction submittals						
Schematic Design Documents	P	A	HD	O,C	R	
Design Development Documents	P	A	HD	O,C	R	
Construction Documents	P	A	HD	O,C	R	
§ 3.1.4 Architect's Drawings and Specifications						
Contract Documents						
Drawings	P,PDF	A	HD,FTP	O,C	R	
Specifications	P,PDF	A	HD,FTP	O,C	R	
Other:						
§ 3.1.5 Contractor's submittals						
Product data						
Submitted by Contractor	PDF	C	FTP,CD	A	M	
Returned by Architect	PDF	A	FTP,CD	C	R	
Shop drawings						
Submitted by Contractor	PDF	C	FTP,CD	A	M	
Returned by Architect	PDF	A	FTP,CD	C	R	
Other submittals:						
§ 3.1.6 Subcontractor's submittals						
Product data						
Submitted by Subcontractor	PDF	C	FTP,CD	C	M	
Returned by Contractor	PDF	C	FTP,CD	C	M	
Shop drawings						
Submitted by Subcontractor	PDF	C	FTP,CD	C	M	
Returned by Contractor	PDF	C	FTP,CD	C	M	
Other Submittals:						
§ 3.1.7 Modifications						
Architect's Supplemental Instructions	PDF	A	FTP,EM	C	R	
Requests for proposal	PDF	A	FTP,EM	C	R	
Proposal	PDF	A	FTP,EM	C	R	
Modification communications	PDF	A	FTP,EM	C	R	
§ 3.1.8 Project payment documents	W,CD	C	HD	A	M	
§ 3.1.9 Notices and Claims	W,CD, PDF	C	HD,EM	A		
Other:						
§ 3.1.10 Closeout documents						
Record documents	PDF CD	A	FTP,CD	O	S	

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§ 3.2 PROJECT PROTOCOL TABLE DEFINITIONS

(Below are suggested abbreviations and definitions. Delete, modify or add as necessary.)

Data Format:

(Provide required data format, including software version.)

W .doc, Microsoft® Word 2002

P Prints

PDF Portable Document Format

Transmitting Party:

O Owner

A Architect

Init.

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User Notes:

(3648492574)

C Contractor

Transmission Method:

EM Via e-mail
EMA As an attachment to an e-mail transmission
CD Delivered via Compact Disk
PS Posted to Project Web site
FTP FTP transfer to receiving FTP server
HD Hand Delivered

Receiving Party:

O Owner
A Architect
C Contractor

Permitted Uses:

(Receiving Party's permitted use(s) of Digital Data)

S Store and view only
R Reproduce and distribute
I Integrate (incorporate additional digital data without modifying data received)
M Modify as required to fulfill obligations for the Project

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Notes:

(List by number shown on table.)

Int.

MEETING MINUTES

PROJECT: Pahrump Valley High School New Addition and Renovation

PROJECT NUMBER: 090070

DATE OF MEETING: 11/30/2009

PLACE: Nye County School District
District offices Board Room

TIME: 3:00 PM

MEETING NUMBER: Workshop 02

In Attendance	Initials	Name	Company
Y	BM	Bill Mendenhall	Parent
Y	BK	Brian Kunzi	Parent
Y	RW	Robert Williams	Teacher
N	JO	Jason Odegard	Teacher
Y	TN	Todd Nelson	Assistant Principal
Y	PR	Pat Respass	Teacher
N	BB	Butch Borasky	County Commissioner
N	RH	Robert Hopkins	Teacher
N	DH	Dave Harris	Teacher
Y	DC	Diane Caristo	Teacher
Y	BW	Bob Whimpey	Maintenance and Operations
Y	GG	Gina B. Good	Newspaper
Y	DW	Dave WonderlEy	Maintenance and Operations
Y	KH	Karen Holley	District and Parent
Y	MB	Max Buffi	Principal
Y	BV	Bill Verbeck	Great Basin College
Y	TW	Tracie Ward	Board Member
Y	WR	Dr. William Roberts	Superintendent
Y	DR	Dan Rodriguez	Chamber of Commerce
Y	MF	Mike Floyd	Board of Trustees
Y	RD	Rick Duncan	NCSD SRO

Y	MH	Mary Huggins	NCSD SRO
Y	DB	Don Boulder	NCSD SRO
Y	HT	Harold Tokerud	Board of Trustees
Y	JH	Jerry Hill	Asst. Superintendent
Y	RP	Rod Pekarek	Asst. Superintendent
Y	LM	Lisa Mays	Asst. to the Superintendent
Y	MM	Mark McGinty	SHARCHITECTURE (SHA)
Y	CC	Curt Carlson	SHARCHITECTURE (SHA)
N	FS	Flavien Sawadogo	SHARCHITECTURE (SHA)
Y	SM	Sarah Mojzer	SHARCHITECTURE (SHA)

PREPARED BY: Sarah Mojzer DATE: December 01, 2009

We believe the following record to be an accurate summary of decisions and related discussions. We will appreciate notification of exceptions to this record within ten (10) days of its receipt. Failing to do so, we will consider this a statement of fact in which you concur.

ITEM	DATE	DESCRIPTION	STATUS	DUE DATE	B.I.C.
OLD BUSINESS					
1.004	11/12/09	<u>Life skills center</u> : it should contain or accommodate: 1- Hands on experience 2- Simulated apartment life: - kitchen - bedroom - bathroom	Alt. Ed.		SHA
1.005	11/12/09	<u>Photo studio</u> : This studio should be geared toward digital photo making and editing	Media		SHA
1.006	11/12/09	<u>Improved Science Lab</u> : Labs should be dedicated and well equipped. They should be separate from classrooms. They should also be provided with storage and dedicated storage rooms for hazardous materials	Gen Labs		SHA
1.007	11/12/09	During the discussion, one of the audience members mentioned the need for Integration / Overlap of Curriculum between CTA and General Classes and Community College	Info		NCSD
1.008	11/12/09	<u>Auto shop</u> : This program should be built around a recognized certification program such as ASE. This will require that a specific set of requirements be met. PVHS to develop desired curriculum and SHA to design area to facilitate flexible curriculum and certification needs.	Transp.		SHA / NCSD
1.009	11/12/09	<u>Teacher Workroom</u> : These should be dispersed throughout the facility to service similar groups of faculty and staff.	Gen. Acad. A.		SHA
1.010	11/12/09	<u>Library</u> : It should be a modern multi-media resource center. SHA to work with PVHS to determine number of volumes and number of workstations and type of workstations.	Gen. Acad. Areas		SHA
1.011	11/12/09	<u>Writing Lab/Tutoring Center</u> : RH explained that it should contain and or accommodate: 1- A space for students to do their homework 2- Some resources It may overlap with the resource center and serve after school programs. It should also be made available during and after hours.	Gen. Acad. Areas		SHA
1.012	11/12/09	<u>Athletics</u> : Multiple members of the audience requested that the following items be considered: 1- A new competition/athletics gym 2- The gym should sit about 2000 people and be near the athletic facilities 3- Provide visitor locker room and home team locker room for sports	Athletics		SHA / PVHS

		4- Separate athlete locker rooms and physical ed. locker rooms (big enough for a football team) 5- Athletic storage for equipment / mats adjacent to athletic areas 6- Turf and artificial turf was discussed with no resolution 7- Pool 8- Tennis Courts 9- Potential golf program was discussed 10- Coaches room 11- Weights room 12- Wrestling room 13- Provide a space for dance, cheer and health programs 14- Permanent restrooms for outdoor sporting events 15- Provide adequate lighting for sports fields and support areas 16- Practice and P.E. fields are desired			
1.013	11/12/09	<u>Cafeteria:</u> It should contain or be able to accommodate: 1- 2000 students in one lunch service. Exterior space may account for 30%. 2- It may be used as a multi-purpose room 3- A community space / after hours 4- Kiosks / vending machines and other alternate food delivery methods will be studied 5- Kitchen size will be determined by final size of dining capacity.	Gen. Support Spaces		SHA / PVHS
1.014	11/12/09	<u>Student center:</u> This space can serve as a: 1- Gathering space 2- Hang out space 3- Pick up space for parents 4- Space could be interior or exterior	Gen. Support Spaces		SHA / PVHS
1.015	11/12/09	<u>Family and Consumer Science:</u> It is currently a 2 year program. Different options were discussed: 1- Pro-Start cooking. It could have an overlap with Culinary 2- Textiles, print/ silk screen need to be accommodated 3- Child care / family living could overlap with early childhood	Gen. Acad. Areas		SHA / PVHS
1.016	11/12/09	During the discussion <u>Flexibility</u> was requested in the classroom as it relates to furniture and technology, teaching station and controls.	Gen. Acad. A.		SHA
1.017	11/12/09	<u>ROTC / Military Academy:</u> 1- The ROTC program will continue to be offered. Program needs access to athletics / practice fields / classrooms. 2- Firing range was mentioned without detailed discussion	ROTC		SHA PVHS
1.018	11/12/09	<u>Parking:</u> It should be organized and secured for: 1- Staff parking 2- Student parking 3- Visitor parking 4- Parking / Passenger vehicle circulation / bus circulation / pedestrian traffic should be organized logically and separated where needed	Site		SHA
1.019	11/12/09	<u>Auditorium:</u> The auditorium should fit the student body and be able to handle graduation. The following elements were requested: 1- Seating for 2000 people 2- Stage access from the exterior 3- Raised stage with a proscenium 4- Fly loft 5- Theatre with ticketing office 6- Separate public access and the ability to be used by community groups	Gen. Support Spaces		SHA
1.020	11/12/09	<u>Band room:</u> Provide a larger band room and a separate choir / band room. Band room storage should be in proximity to auditorium stage and athletic fields	Gen. Sup		SHA
1.021	11/12/09	<u>Media:</u> it should contain or be able to accommodate the following: 1- Digital photo studio 2- Production studio to facilitate internal instructional / announcement broadcasts and to facilitate local public access 3- Technology should include CISCO systems type resources, various media broadcasts (internet, You tube, etc) 4- Graphic arts and computer arts 5- School newspaper, programming and PR 6- Printing, textiles could overlap with family and consumer sciences 7- Interactive videos could overlap with resource center	Media		SHA
1.022	11/12/09	<u>Childcare/ Daycare</u>	Childhood		SHA

		1- Early childhood development could overlap with family and consumer sciences 2- Could contain daycare facilities for faculty and staff (non public). Facility should be licensable for potential future use and instructional areas	area		
1.023	11/12/09	<u>Business:</u> It should contain or be able to accommodate the following as an academy: 1- Business administration / accounting / book keeping 2- Hospitality front desk, hotel management could overlap with hospitality 3- Office, secretarial 4- Web design and other graphic applications could overlap with media	Business		SHA
1.024	11/12/09	<u>General computer:</u> PR emphasized the need for strong computer skills and the lack of courses currently offered as well as the lack of equipment.	Computer Labs.		SHA
1.025	11/12/09	<u>Hospitality:</u> 1- Front desk / operations management 2- Facilities / maintenance / housekeeping / back of house operations 3- Hotel / restaurant management 4- Culinary / food services 5- Could be combined with cafeteria for banquet hall and could be combined with pre-engineering for facilities / maintenance	Hosp.		SHA
1.026	11/12/09	<u>Construction / Pre-engineering:</u> it should contain or be able to accommodate the following as an academy: 1- Construction trades - A- Plumbing - B- HVAC - C- Carpentry - D- Finish woodwork 2- Computer drafting lab 3- Robotics 4- Industrial Arts Center: welding, small engines, ... 5- Modern woodshop: - equipped with computers and tools, - for furniture creation 6- Renewable energy - solar - geothermal - wind - energy efficiency 7- custodial training classes	Const. Pre-Eng.		SHA
1.027	11/12/09	<u>Medical:</u> : It should contain or be able to accommodate the following as an academy: 1- Nursing 2- Paramedic 3- Pre-Med 4- Rad. Tech 5- CNA 6- Dental or dental assistant 7- PT/OT sports medicine 8- Assisted living / geriatrics / aging	Medical		SHA
1.028	11/12/09	<u>Public Safety Academy:</u> 1- Criminal justice 2- Sociology 3- Fire 4- Life safety 5- Police	Public safety		SHA
1.029	11/12/09	<u>Energy savings:</u> During the discussion a number of items related to energy savings were brought up. They are listed below: 1- Controllable natural lighting (windows, skylights) 2- Energy saving lighting 3- Ground source heat pump 4- Energy saving utilities 5- Solar + Green 6- Fresh air 7- Photovoltaic / solar power	General		SHA

1.030	11/12/09	<u>Physical attributes</u> : Some of the discussion touched on some physical attributes of the school. See the following: 1- An identifiable front of school (image and front door) 2- Make the school look like a school 3- Consolidate the campus and travel times 4- Wireless classroom 5- Computer rooms with no carpet 6- Better lighting schemes in classroom and labs 7- Better server and wiring closets 8- Easy customization of standard teaching environment 9- More storage for classroom 10- Teacher controlled lighting 11- 1 phone system 12- Building and physical environment could be used as a teacher recruitment / retention tool.	General		SHA
1.031	11/12/09	<u>ADA access</u> should be carefully reviewed and implemented. PVHS had done an ADA review previously which may be incorporated into future plans.	General		SHA / PVHS
1.032	11/12/09	A request for better access to outlets / technology and controls was requested in classrooms and labs.	General		SHA
1.033	11/12/09	A request was made for providing the ability to accommodate <u>After School Programs</u> with separate entry and security	General		SHA
1.034	11/12/09	An art department and fine art center were requested. Could overlap with other area / academies	Specialized		SHA
1.035	11/12/09	<u>General Office</u> area: It should house 1- Special Ed. 2- Athletic Director 3- Nurse / health center 4- Student Resource Office 5- Principal 6- Conference room / waiting area It should be centralized and secured, and provide a buffer between public and work area with a limited access to administrative. It should be readily visible and accessible.	Admin		SHA
1.036	11/12/09	CC led the discussion with the group on organizational culture. The PVHS will answer the question of whether the students will go to the teachers, or the teachers will go to the students at the next meeting.	Closed		PVHS
1.037	11/12/09	During the discussion different options were mentioned: - a School within a school - project based learning - concentrated academic areas CC asked the school administrators and staff to make choose an option as it will impact the work to be accomplished during the programming phase.	Closed		PVHS
1.038	11/12/09	BV stressed the importance of not segregating CTA and General Academia. He also stressed the importance of a strong General Academia for all students.	Closed	11/30	
1.039	11/12/09	SH Architecture will prioritize the post-it notes for the next meeting	Closed	11/30	SHA
1.040	11/12/09	Freshmen academy will be studied	Spe. Acad.		SHA
1.041	11/12/09	Site elements for consideration 1- Separate student parking lot 2- School safety 3- Organized circulation 4- Security on campus 5- Minimize access points into campus 6- Work / study: early / after hours access to school for working community members	Site		SHA
NEW BUSINESS					
2.001	11-30-09	DR, MM make introductions	Info		
2.002	11-30-09	CC briefly reviewed status of ongoing work: 1. Facility survey of existing buildings/classrooms has been completed 2. Existing plans have been re-drawn based on available reference drawings and information gathered in survey. 3. Survey results have been compiled in a publishable format.	Info		
2.003	11-30-09	Staff count for existing 9-12 was verified: 70 Teachers	General		SHA

		30 Administration 10 Bldg Services, Aides, Security Current student count: 1. Freshman: 447 2. Sophmores: 407 3. Juniors: 333 4. Seniors: 235 Regarding grade specific enrollment, senior classes tend to lose students. In addition, there are both “true freshmen” and upper grade students who are taking 9th grade classes. Future enrollment to achieve 2000 total students is anticipated to increase at the same relative proportion.			
2.004	11-30-09	Future parking count was established for the facility: 17 Buses 520 Student 130 Staff 20 Visitor	OPEN - NCSD Confirm	12-07-09	LM to confirm via email to SM
2.005	11-30-09	CC reviewed the previous workshop and categorized the Post-It comments into 22 categories as follows: General: 1. Site 2. Energy & Sustainability 3. Appearance 4. Freshman Academy 5. Miscellaneous 6. General Office 7. Science 8. Computer 9. Classrooms 10. Resource Center Academies: 11. CTE – Transportation 12. CTE – Pre-Engineering & Construction 13. CTE – Media/IT 14. CTE – Medical 15. CTE – Early Childhood 16. CTE – Family & Consumer Science 17. CTE – Culinary & Hospitality 18. CTE – Business Administration 19. CTE – Public Safety, ROTC Support Spaces: 20. Cafeteria 21. Auditorium 22. Athletics/Gym	Info		
2.006	11-30-09	Clarification on the shooting range (Item 017 from 11-12-09 Workshop 1): An indoor air-rifle range requires 30M clear interior space. A multipurpose room of this sort could also serve as a drill space and assembly room for ROTC/Dance/etc. A multipurpose room of this type should be included in the school.	ROTC/Pub lic Safety		SHA
2.007	11-30-09	CC presented size comparisons of the cafeteria, gym, and auditorium to show relative sizes of each for different student counts based on discussion from Workshop I.	Info		
2.008	11-30-09	CAFETERIA MM quoted approximate construction cost of \$230/sf for cafeteria space. CC states that the goal of the discussion is to determine how many students shall be accommodated indoors for lunch. Discussion includes: 1. Currently about 1/3 eat outdoors, 1/3 eat in the cafeteria, 1/3 eat in main corridor 2. Campus is likely to be closed; no students will leave for lunch. CONCLUSION: The new cafeteria should accommodate 500-600 seated students indoors, with adjacent outdoor space to accommodate the remainder of the students to accommodate a 2 lunch services. The outdoor space should be covered/protected.	Support Spaces		SHA

2.009	11-30-09	AUDITORIUM MM quoted approximate construction costs of +/- \$11M for a performance theater with fly loft, proscenium, etc, which makes the cost per seat of a 600 seat theater roughly \$18k/seat. Considering this, it becomes more cost effective to build more seating, since the seating is the least expensive part of a theater. Size comparisons were shown for a 2000 seat theater (Cashman Center in Las Vegas) and a typical CCSD high school 600 seat theater. An auditorium/theater is not part of the primary program space for this phase of work however, CC suggested including the theater as part of the overall master plan for PVHS. DR agrees. SHARCHITECTURE to develop phasing/size options. Options will be presented to committee on 12-10 meeting.	Support Spaces		SHA
2.010	11-30-09	GYM MM quoted an approximate construction cost of \$230/sf for gym, which accounts for locker rooms, training room, etc. Size comparisons were shown for the Boulder City High School Gym a typical gym for 2700 students and the current gym. Although the existing gym/phys ed facilities are deficient, a new gym/phys ed complex is not part of the primary program space for this phase of work however, CC suggested including an athletics complex as part of the overall master plan for PVHS. DR agrees. SHARCHITECTURE to develop phasing/size options. Options will be presented to committee on 12-10 meeting.	Support Spaces		SHA
2.011	11-30-09	ACADEMIC PLANNING DIAGRAMS CC presents two types of academic/CTE organization. 1. School-within-a-school [SWAS] option. This option groups academic classrooms, labs, and teacher offices around CTE-specific spaces on a lower level with additional classrooms, labs and offices on the upper level. Teachers would move to student areas within this scheme. 2. CTE-wing option. This option groups specialized spaces together, such as science labs, CTE-specific spaces, etc. and allows generic classrooms and teacher offices to flex between general academics and CTE classes. Students move to teachers within this scheme.	Info		
2.012	11-30-09	OPTION 1, SWAS Pros – Creates a project-focused environment; encourages collaboration; students and teachers are “in the zone” of CTE projects and topics. Cons – can isolate CTE students/faculty from the general academic environment both physically and intellectually; less flexible in scheduling classrooms	Info		
2.013	11-30-09	OPTION 2 , CTE-wing Pros – Very flexible for scheduling classrooms as either CTE or academic (classrooms may change subjects by period, by block, or by semester, depending on PVHS preferences); grouping and stacking of specialized spaces saves construction dollars. Cons – less ideal for some CTE programs that thrive in a SWAS environment (culinary, for example).	Info		
2.014	11-30-09	CONCLUSION Option 2, the CTE-wing option, is selected as the planning basis for PVHS.	General		SHA
2.015	11-30-09	MM recapped the preliminary construction budget: \$27M for whole project broken down roughly: \$4M for site \$23M for building construction	Info		
2.016	11-30-09	SHA will provide a phasing plan in conjunction with the budget to illustrate items included in each phase.	Genera		SHA
2.017	11-30-09	CC presented the draft program and explained the format. This program is a working document and will change throughout design as spaces are modified/added/removed. The program is based on 28 students per teaching station.	Info		
2/018	11-30-09	Discussion regarding the program and CTE. Student counts shown break down as follows: 756 in CTE 504 in 9th Grade Academy 728 in General Academics (Grades 10, 11, 12 non-CTE students)	Info		

		Some concern regarding the likelihood of enrolling 756 students in CTE was raised. CC explained how the program is worked backwards from number of teaching stations (TS) required to serve the entire student population. Of that number of total TS, CTE-specific spaces are put in one category, while supporting science labs, classrooms, etc. can shift between CTE and general academics. The goal is to provide a few focused, specialized CTE spaces that are supported by many multipurpose, flexible general academic spaces. 756 students in CTE is a maximum possible CTE enrollment. Further discussion about how certain CTE academies are not tied to a particular CTE space. For example, business administration classes may take place in any generic classroom. Highly-specialized CTE spaces would be required for: Transportation, Pre-engineering & Construction, Early Childhood, Culinary & Hospitality. Moderately-specialized CTE spaces could be shared between general academics and the following academies: Media and Business and general computer labs, Medical and general labs, Public Safety and ROTC. In addition, certain academies can share resources, such as Family & Consumer Sciences and Culinary & Hospitality. CONCLUSION: The committee accepts the theory of the program and understands the relationship of CTE to general academics.			
2.019	11-30-09	DR suggested that the lowest priority of the academies is early childhood education academy and specifically the option for a licensable day care facility. The committee discussed options for including the academy in the curriculum without building the specialized classrooms. Options such as internships with community businesses were discussed. No conclusion has been made to keep or remove the early childhood education academy.	Info		
2.020	11-30-09	Regarding the existing Great Basin College building, SHA will not assume any use of GBC building in the future and will remain intact. Future programs should be planned to eliminate the use of the GBC building as teaching stations for PVHS. Currently 3 rooms are used in GBC.	Info		
2.021	11-30-09	Some concern was raised regarding the potential of the remodeled areas being lower quality than the new construction. Renovated/remodeled areas will be improved as feasible to accommodate budget, technology and learning environment. It was acknowledged that there will be some limitations to the extent of renovations and upgrades to the existing facility due to cost and existing physical constraints.	Info		
2.022	11-30-09	GENERAL CONCLUSION: Committee approves SHARCHITECTURE to continue with design following the CTE-wing model. SHARCHITECTURE will present a preliminary master site plan and academic layouts at the 12-10-09 meeting. The preliminary master plan will include future phase considerations.	Info	12-10-09	SHA

END OF MEETING

CONSTRUCTION COMMITTEE MINUTES

December 1, 2009

Present: Dr. William Roberts, Superintendent; Rod Pekarek, Assistant Superintendent; Al Eiseman, Tonopah High Principal; Gary Flood, Tonopah Elementary/Silver Rim Principal; Bob Whimpey, Dave Wonderly and Nick Perchetti, Maintenance and Operations; Rick Sellers and Robert Gurdison, Carpenter Sellers Associates; Lisa Mays and Kerry Paniagua, District Offices; and Carl Carter, Channel 30.

The meeting was called to order at 11:00 a.m. in the Tonopah boardroom. Mr. Pekarek moved adoption of the agenda. Mr. Perchetti seconded, and a unanimous vote was cast. There was no public comment. Mr. Pekarek moved approval of the November 4 minutes. Mr. Perchetti seconded, and there was a unanimous vote in favor.

Manse Replacement School

Mr. Sellers reported borings were completed, and thermal conductivity tests will be done in the next two weeks, after which the data will be analyzed. The soil seems pretty good although there are concerns about hot springs. Civil engineering is doing boundary topographical maps. When they get that information, they will be able to officially site the building. In his meeting with the principals from Manse and Floyd, he explained why things were laid out the way they were and informed them they weren't adding square footage or making major changes. There were changes to drinking fountain locations, and a restroom was flipped in order to eliminate a back hallway. He discussed raising the height of the multi-purpose room, adding daylighting there as well as the media room, and adding windows to the music room. That would add to the cost. Dr. Roberts said he wouldn't approve the windows unless they were high enough that there could be no access and wouldn't approve the daylighting for the multi-purpose room.

Mr. Sellers said the staff wants more storage. There are three sets of double doors into the multi-purpose room so he eliminated one and replaced it with storage. Another possibility was to add storage at the back doors where students are dropped off, but Mrs. Lepisto said she liked how the present design allowed students to circulate. They switched the room containing the divider curtain assigned as the resource room with the special ed self-contained unit. Another problem is that on bad days, the need for a play area infringes on cafeteria use. One suggestion was to use a roll up screen to separate the two spaces. Another consideration is that Manse has all-day kindergarten, necessitating two extra classrooms. He said a wing could potentially be added further south.

Dr. Roberts asked Mr. Sellers to give the committee the cost of adding two additional rooms at the next meeting. Mr. Sellers said he could provide a cost of adding two rooms, dividing a room and using a screen. Mr. Whimpey asked if all the changes from the original modular design to stick built had been done. Mr. Sellers said they raised the height of the media room but not all other rooms. Mr. Whimpey said increasing the height of the doors would make them standard size and more pleasing aesthetically.

Mr. Pekarek asked if there were any thoughts on reducing the size of the media center. Mr. Sellers said Mrs. Lepisto loves her media center. They wanted to create a storage area on the wall next to the lounge. Mr. Wonderly explained the lounge and the gym didn't have enough circuits. Mr. Sellers said they changed their minds about requesting a phone in the lounge since

there's one in the work room. Another request was to lower the counter height at both ends for the sake of the little children.

Mr. Whimpey urged having a pitched roof and A/C over hallways for ease of service. Mr. Sellers said when they understand the geothermal results, it will make a difference on the impact of HVAC, and ground units would be eliminated.

There was a discussion over the different ways computer teachers prefer their classrooms. Some like the computers around the perimeter of the room; one prefers having the desks in rows with the teacher at the back of the room so he can see all the screens. Mr. Sellers suggested having a conversation with computer teachers so the firm will know where to place the connections. Another suggestion was to take sinks out of group restrooms for monitoring purposes, but Dr. Roberts said to leave them the way they are.

Mr. Sellers said the PE teacher asked for an office within the PE room. He said a seven foot wall could be put up within the room, with or without going up to the ceiling. Mr. Wonderly said he wouldn't run it to the ceiling. Dr. Roberts said no other teacher has his or her own office. Mr. Wonderly said there are three server rooms. He asked about freeing up those spaces. Mr. Sellers said he's meeting with engineers next week and will look at consolidating some of the uses. Mr. Wonderly said one of the biggest change orders at Floyd was caused by not incorporating installation of electronics such as white boards.

Mr. Sellers proposed an additional meeting on December 16 to walk through Floyd to look at spaces. The meeting will be held at 3:00 p.m.

Tonopah Schools

Dr. Roberts proposed a third concept in addition to the two listed in the project synopsis--to evaluate the soils at Silver Rim for the possible construction of additional K-5 classrooms and keep the middle school, administration building and cafeteria at the present site.

Mr. Sellers exhibited an aerial map. He expected to have the results of the borings soon. They are very concerned about the fill. There's a possibility they would have to remove 30 to 50 feet of fill. They feel the back side might be better for placement of a new building. There will be eight borings done. From a geothermal standpoint, they're not going to do anything until a building location is determined. He wanted to find out how many K-5 classrooms are necessary, and his biggest concern is growth. Mr. Flood said there are six classrooms at Silver Rim, including special ed. There are four grade 3-5 classrooms and one resource room at Tonopah Elementary. In addition, there are two computer rooms and music room. They could reduce it to one computer room. Mr. Pekarek said they might need a multi-purpose room in addition to the gym. Mr. Flood said the computer and art rooms are in the middle school.

Mr. Sellers said they need to understand the bus drop offs and play area and need to talk about where meals are prepared. If the total classrooms are 14, what do they need for a cushion? Mr. Flood said there are about 30 empty rooms in the three buildings on that campus. Mr. Whimpey said they could put 16 classrooms and administration in one area. Mr. Sellers asked where they would put the main entry and would the gym serve the purpose without a multi-purpose room. If K-2 is added, is the facility large enough? It could be done in such a way that the only reason to go outside is to go to the gym. Where would the bus drop off be? He said the distance between everything is very close. The negative is that it would be more difficult to build. It's easier to build

up above and keep operating and then go back and demo the other. There are no substantial differences between single and double story. An elevator is needed regardless.

Mr. Perchetti said the location of the gym is what's messing everything up. Mr. Whimpey said it would cost \$300,000 on ADA for the gym alone. Mr. Pekarek thought it would be better to move K-6 to Silver Rim and 7-8 to the high school. Mr. Perchetti said they could install a wood floor in the gym at Silver Rim to please the community. He didn't see how all this could be done for under \$10 million. He expressed concerns about the soils at Silver Rim.

Mr. Pekarek said it appears they have a problem with the concept of what they want to do. Dr. Roberts said part of that is in not knowing the cost. They need a price tag for the board.

Mr. Sellers asked what size the multi-purpose room should be and what would take place there versus the gym. If the elementary was moved to Silver Rim, they would need to double the number of classrooms there. Mr. Perchetti said the teachers' lounge is large enough to convert into two classrooms. The library is too small to serve a larger population. Dr. Roberts said they could just keep the middle school open and build the extra rooms onto Silver Rim. Mr. Perchetti said people wonder why there are three schools open in a community of this size. Dr. Roberts said there would be no savings on personnel anyway. They would be spending around \$7 million instead of \$14 million. Mr. Sellers said it would probably cost \$5 million to build the classrooms and a playground. They don't know about the soils yet. Demolishing the other site would be costly. There would be long-term savings to close one site.

The meeting adjourned at 1:19 p.m.

**LEGISLATIVE COMMISSION'S COMMITTEE TO STUDY GOVERNANCE
AND OVERSIGHT OF THE SYSTEM OF K-12 PUBLIC EDUCATION**

Page 1 of 64

(ASSEMBLY CONCURRENT RESOLUTION NO. 2)

SURVEY OF OPINIONS

NOTE: When completing this survey, the term "Educational Governance Structure" refers to the following entities: Superintendent of Public Instruction, State Board of Education, Department of Education, Commission on Professional Standards in Education, Commission on Educational Technology, Regional Training Programs (aka Regional Professional Development Programs), Council to Establish Academic Standards for Public Schools, Commission on Educational Excellence, Legislative Committee on Education, and the Legislative Bureau of Educational Accountability and Program Evaluation.

Please tell us about who is completing the survey:

1. Is a group or an individual completing this survey?

- ☐ Group Please specify the number of persons in the group:
- ☐ Individual (Skip to Question 3.)

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2. If a group is completing this survey, are you representing one of the entities included in the "Educational Governance Structure" noted above?

- ☐ Yes Please identify the entity:
- ☐ No

3. If an individual is completing this survey, what best describes your role?

- ☐ I am a member of one or more of the entities included in the "Educational Governance Structure" noted above.
- ☐ I am staff to one or more of the entities included in the "Educational Governance Structure" noted above.
- ☐ I am an interested party for one or more of the entities included in the "Educational Governance Structure" noted above.

Please identify the entity:

Each of the following pages presents questions relating to one of the entities included in the "Educational Governance Structure." Although a summary of information describing each entity is provided, the summary is NOT meant to be all inclusive. If you wish to obtain additional information concerning an entity described in this survey, please refer to the *Nevada Revised Statutes (NRS)* pertaining to elementary and secondary education in Nevada: NRS Chapters 385-395 and 399; Related Chapters 63, 288, 332, and 354; and Sections 49.290, 49.291, 218.5351 to 218.5356, inclusive, and 236.015.

**LEGISLATIVE COMMITTEE ON EDUCATION
NRS 218.5351 through NRS 218.5355**

☐ I/we do not wish to provide input for this entity. Skip to page 6.

Duties: The Legislative Committee on Education evaluates, reviews, and comments upon issues related to education in the State of Nevada. It may also recommend policy changes concerning public education to the full Legislature.

Selection Process: The Committee consists of eight legislative members appointed by Legislative Leadership.

Budget: For the 2009-2011 biennium, State funding of \$9,552 will support the functions of the Committee. In addition, the budget for the Committee contains funding of \$35,000 over the biennium to support contract services for the Council to Establish Academic Standards for Public Schools and an additional \$8,000 to support contract services for the Commission on Educational Technology.

85

Communication Structure: (Please refer to the K-12 Educational Governance Structure organizational chart and to the identified sections of the NRS for further information.)

- ✓ State Board of Education, School Districts, and Public Schools: Pursuant to NRS 218.5354, the Committee prescribes standards for the review and evaluation of the reports of the State Board of Education, school districts and public schools.
- ✓ Department of Education: Pursuant to NRS 218.5354, the Committee recommends to the Department of Education programs of remedial study and supplemental educational services proven to be successful in improving the academic achievement of pupils.
- ✓ Commission on Educational Excellence: Pursuant to NRS 218.5354, the Committee recommends programs, practices and strategies to the Commission that have proven effective in improving the academic achievement and proficiency of pupils.
- ✓ Legislative Bureau of Educational Accountability and Program Evaluation: Pursuant to NRS 218.5356, the Committee may request the Bureau to research and evaluate programs related to education.

LEGISLATIVE COMMITTEE ON EDUCATION

Based upon the information presented above for the Committee and your knowledge of the Committee, please answer the following questions.

1. How satisfied are you with the Committee's process for reviewing, evaluating, and making recommendations concerning issues related to education in the State of Nevada? (1=Very Unsatisfied, 5=Very Satisfied)

1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐

Comments:

86

2. Within your ideal system for public education governance, which entity should be primarily responsible for reviewing, evaluating, and making recommendations concerning issues related to education in the State of Nevada? (Please choose only one.)

- ☐ State Board of Education
- ☐ Nevada's Department of Education
- ☐ Legislative Committee on Education (current system)
- ☐ Other (please specify)

Comments:

LEGISLATIVE COMMITTEE ON EDUCATION

3. Based upon your knowledge, is there a need in Nevada to continue the Legislative Committee on Education in its current form?
- ☐ Yes (Please answer Question 4.)
- ☐ No (Please skip Question 4 and proceed to Question 5.)
4. Based upon your knowledge of the Committee, what revisions are necessary to increase its effectiveness in reviewing, evaluating and making recommendations concerning issues related to education in the State of Nevada?

LEGISLATIVE COMMITTEE ON EDUCATION

5. If you answered NO to Question 3, please describe how the process for reviewing, evaluating and making recommendations concerning issues related to education in the State of Nevada should be changed. In making your comments, please identify which entities should be responsible for reviewing, evaluating, and making recommendations concerning issues related to education in the State of Nevada.
-

**LEGISLATIVE BUREAU OF EDUCATIONAL ACCOUNTABILITY AND
PROGRAM EVALUATION (BUREAU)
NRS 218.5356**

☐ I/we do not wish to provide input for this entity. Skip to page 10.

Duties: The Legislative Bureau of Educational Accountability and Program Evaluation (Bureau) collects and analyzes data concerning public education in the State of Nevada.

Selection Process: The Bureau is located in the Fiscal Analysis Division of the Legislative Counsel Bureau. The Fiscal Analysts appoint to the Bureau a Chief and such other personnel as determined are necessary to carry out its duties.

Budget: For the 2009-2011 biennium, the Bureau consists of 2.0 full-time equivalent (FTE) Program Analysts who, in addition to education matters, are assigned other duties of a fiscal nature.

89

Communication Structure: (Please refer to the K-12 Educational Governance Structure organizational chart and to the identified sections of the NRS for further information.)

- ✓ Legislative Committee on Education: Pursuant to NRS 218.5356, the Committee may request the Bureau to research and evaluate programs related to education.
- ✓ Legislative Commission: Pursuant to NRS 218.5356, the report of findings of the Bureau is submitted to the Legislative Commission.
- ✓ Department of Education, Nevada System of Higher Education (NSHE), School Districts, and Schools: Pursuant to NRS 218.5356, the Bureau may, pursuant to NRS 218.687, require a school, a school district, the NSHE, or the Department to submit documents as are determined necessary to carry out the duties of the Bureau.

BUREAU

Based upon the information presented above for the Bureau and your knowledge of the Bureau, please answer the following questions.

1. How satisfied are you with the legislative process for collecting and analyzing data concerning public education in the State of Nevada? (1=Very Unsatisfied, 5=Very Satisfied)

1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐

Comments:

90

2. Within your ideal system for public education governance, which entity should be primarily responsible for collecting and analyzing data concerning public education and reporting this information to the Legislature? (Please choose only one.)

- ☐ State Board of Education
- ☐ Nevada's Department of Education
- ☐ Legislative Bureau of Educational Accountability and Program Evaluation (current system)
- ☐ Other (please specify)

Comments:

BUREAU

3. Based upon your knowledge, is there a need in Nevada to continue the Bureau in its current form?
- ☐ Yes (Please answer Question 4.)
- ☐ No (Please skip Question 4 and proceed to Question 5.)
4. Based upon your knowledge of the Bureau, what revisions are necessary to increase its effectiveness in collecting and analyzing data and reporting to the Legislature on issues related to education in the State of Nevada?

BUREAU

5. If you answered NO to Question 3, please describe how the process for collecting and analyzing data and reporting to the Legislature on issues related to education in the State of Nevada should be changed. In making your comments, please identify which entities should be responsible for collecting, analyzing and reporting to the Legislature on issues related to education in the State of Nevada.

**STATE BOARD OF EDUCATION
NRS 385.017 through NRS 385.100**

☐ I/we do not wish to provide input for this entity. Skip to page 19.

Duties: Pursuant to NRS 385.075, the State Board of Education establishes policies to govern the administration of all functions of the State of Nevada relating to supervision, management, and control of public schools not conferred by law on some other agency. In addition, NRS 385.080 authorizes the State Board to adopt regulations for its own government and as necessary for the execution of the powers and duties conferred upon it by law. Pursuant to NRS 385.3469 and NRS 385.34691, the State Board prepares a report of accountability and a corresponding plan to improve the achievement of pupils in the State of Nevada.

Selection Process: Pursuant to NRS 385.021, the State Board consists of 10 members elected statewide.

Budget: For Fiscal Year (FY) 2009-2010, the budget for the State Board is approximately \$60,600. Of this amount, \$11,000 is for member salaries, \$22,000 is for national membership dues, and \$27,600 is for operating costs. In addition, a 1.0 FTE employee of the Department provides support to the Board.

Communication Structure: (Please refer to the K-12 Educational Governance Structure organizational chart and to the identified sections of the NRS for further information.)

- ✓ Superintendent of Public Instruction: Pursuant to NRS 385.150, the State Board of Education appoints the Superintendent of Public Instruction for a term of three years.
- ✓ Department of Education: The State Board approves the positions necessary to be employed for the efficient operation of the Department.
- ✓ School Districts: a) Pursuant to NRS 385.110, the State Board of Education prescribes and enforces the courses of study for public schools in the State of Nevada. b) Pursuant to NRS 390.140, the State Board makes the final selection of all textbooks to be used in the public school in Nevada, except for charter schools. c) Pursuant to NRS 389.012 and NRS 389.015, the State Board prescribes standards for the testing program in the State of Nevada.
- ✓ Council to Establish Academic Standards for Public Schools: Pursuant to NRS 385.110, the courses of study prescribed and enforced by the State Board must comply with the standards of content and performance established by the Council.
- ✓ Charter Schools: Pursuant to NRS 386.515, the State Board of Education is a sponsor of charter schools, under certain circumstances.

STATE BOARD OF EDUCATION

Based upon the information presented above for the State Board of Education and your knowledge of the Board, please answer the following questions.

1. How satisfied are you with the State Board's process for establishing policies to govern the administration of all functions of the State of Nevada relating to supervision, management and control of public schools? (1=Very Unsatisfied, 5=Very Satisfied)

1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐

Comments:

94

2. How satisfied are you with the State Board's process for adopting regulations concerning elementary and secondary education in the State of Nevada? (1=Very Unsatisfied, 5=Very Satisfied)

1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐

Comments:

STATE BOARD OF EDUCATION

3. How satisfied are you with the State Board's process for preparing a state level report of accountability and a corresponding plan to improve the achievement of pupils in the State of Nevada? (1=Very Unsatisfied, 5=Very Satisfied)

1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐

Comments:

95

4. How satisfied are you with the selection process for State Board members? (1=Very Unsatisfied, 5=Very Satisfied)

1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐

Comments:

STATE BOARD OF EDUCATION

5. Within your ideal system for public education governance, which entity should be primarily responsible for establishing policies to govern the administration of all functions of the State of Nevada relating to supervision, management and control of public schools? (Please choose only one.)

☐ State Board of Education (current system)

☐ Superintendent of Public Instruction

☐ Other (please specify)

Comments:

96

6. Within your ideal system for public education governance, which entity should be primarily responsible for adopting regulations concerning elementary and secondary education in the State of Nevada? (Please choose only one.)

☐ State Board of Education

☐ Superintendent of Public Instruction

☐ Other (please specify)

Comments:

- Comments:

8. Within your ideal system for public education governance, what process should be utilized to select members of the State Board of Education? (Please choose only one.)

☐ Members should be elected

☐ Members should be appointed

☐ There should be a mix of appointed and elected members

☐ Other (please specify)

If you selected an appointed process, please describe who should appoint the members:

[illegible]

STATE BOARD OF EDUCATION

9. Within your ideal system for public education governance, how many State Board members should there be?
10. Based upon your knowledge, is there a need in Nevada to continue the Board in its current form?
- ☐ Yes (Please answer Questions 11, 12 and 13.)
- ☐ No (Please skip Questions 11, 12 and 13; proceed to Question 14.)
11. Based upon your knowledge of the State Board, what revisions are necessary to increase its effectiveness in establishing policies to govern the administration of all functions of the State of Nevada relating to supervision, management and control of public schools?

STATE BOARD OF EDUCATION

12. Based upon your knowledge of the State Board, what revisions are necessary to increase its effectiveness in adopting regulations concerning elementary and secondary education in the State of Nevada?

STATE BOARD OF EDUCATION

13. Based upon your knowledge of the State Board, what revisions are necessary to increase its effectiveness in preparing a report of accountability and a corresponding plan to improve the achievement of pupils in the State of Nevada?

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STATE BOARD OF EDUCATION

14. If you answered NO to Question 10, please describe how the process for establishing policies, regulations, and a plan for improvement for elementary and secondary education should be changed. In making your comments, please identify which entities should be responsible for establishing the policies, regulations, and plan for improvement.

**SUPERINTENDENT OF PUBLIC INSTRUCTION
NRS 385.150 through NRS 385.250**

☐ I/we do not wish to provide input for this entity. Skip to page 24.

Duties: Pursuant to NRS 385.175, the Superintendent of Public Instruction (State Superintendent) executes, directs, and supervises all administrative, technical, and procedural activities of the Department of Education in accordance with policies prescribed by the State Board. In addition, the State Superintendent employs personnel for the positions approved the State Board of Education for the efficient operation of the Department of Education. Finally, the State Superintendent maintains liaison and coordinates activities with other state agencies performing educational functions.

Selection Process: The *Constitution of the State of Nevada*, Article 11, assigns responsibility to the Legislature to provide for a Superintendent of Public Instruction. Pursuant to NRS 385.150, the State Superintendent is appointed by the State Board for a term of three years.

102

Budget: For Fiscal Year (FY) 2009-2010, \$181,173 supports the salaries for the State Superintendent (\$124,908) and his/her Executive Assistant (\$56,265).

Communication Structure: (Please refer to the K-12 Educational Governance Structure organizational chart and to the identified sections of the NRS for further information.)

- ✓ State Board of Education: Pursuant to NRS 385.150, the State Board of Education appoints the Superintendent of Public Instruction.
- ✓ Department of Education: Pursuant to NRS 385.010, the State Superintendent is the executive head of the Department of Education.
- ✓ School Districts: Pursuant to NRS 385.210, communicates statutes and regulations to the school districts.
- ✓ Governor and Legislature: Pursuant to NRS 385.230, the State Superintendent reports to the Governor and Legislature concerning matters relating to education in the State of Nevada.

SUPERINTENDENT OF PUBLIC INSTRUCTION

Based upon the information presented above for the State Superintendent and your knowledge of the position of State Superintendent, please answer the following questions.

1. How satisfied are you with the role of the State Superintendent in maintaining liaison and coordinating activities with other State agencies performing educational functions? (1=Very Unsatisfied, 5=Very Satisfied)

1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐

Comments:

103

2. How satisfied are you with the process for selecting the Superintendent of Public Instruction? (1=Very Unsatisfied, 5=Very Satisfied)

1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐

Comments:

SUPERINTENDENT OF PUBLIC INSTRUCTION

3. Within your ideal system for public education governance, what process should be utilized to select the Superintendent of Public Instruction? (Please choose only one.)

- ☐ The Superintendent should be elected
- ☐ The Superintendent should be appointed by the State Board (current system)
- ☐ The Superintendent should be appointed by the Governor

☐ Other (please specify)

--

If you selected an appointed process, please describe the entity that should appoint the State Superintendent.

104

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SUPERINTENDENT OF PUBLIC INSTRUCTION

4. Based upon your knowledge of the position of State Superintendent, what revisions are necessary to increase the position's effectiveness as the executive head of the Department of Education?

SUPERINTENDENT OF PUBLIC INSTRUCTION

5. Based upon your knowledge of the position of State Superintendent, what revisions are necessary to increase the position's effectiveness in maintaining liaison and coordinating activities with other State agencies performing educational functions?

**DEPARTMENT OF EDUCATION
NRS 385.010**

☐ I/we do not wish to provide input for this entity. Skip to page 31.

Duties: The Department of Education is created in NRS 385.010 and consists of the State Board of Education, the State Board for Career and Technical Education, and the Superintendent of Public Instruction. The Department implements the State Board of Education policies, administers and regulates state and federal education programs, and provides technical assistance to local school districts and schools.

Selection Process: Pursuant to NRS 385.175, the Superintendent of Public Instruction employs personnel for positions approved by the State Board and necessary for the efficient operation of the Department.

107

Budget: For Fiscal Year (FY) 2007-2008, the budget for the Department was \$16.5 million, which supported the salaries, travel, operations, rent, equipment, and cost allocations of the Department.

Communication Structure: (Please refer to the K-12 Educational Governance Structure organizational chart and to the identified sections of the NRS for further information.)

- ✓ Superintendent of Public Instruction: The Superintendent of Public Instruction is the executive head of the Department.
- ✓ Legislature: The Department implements legislation concerning education.
- ✓ State Board: The Department implements State Board of Education policies.
- ✓ Federal Government: The Department administers federal education programs.
- ✓ School Districts: The Department provides technical assistance to local school districts and schools.
- ✓ Commission on Professional Standards in Education: The Department manages the teacher licensure program under the policies set by the Commission.
- ✓ The Department provides support to the Commission on Educational Excellence, the Council to Establish Academic Standards, and the Commission on Educational Technology.
- ✓ The Department interfaces with the Regional Professional Development Programs (RPDPs) by participating as nonvoting members of the RPDP governing bodies.

DEPARTMENT OF EDUCATION

Based upon the information presented above for the Department of Education and your knowledge of the Department, please answer the following questions.

1. How satisfied are you with the Department's process for implementing the State Board of Education policies statewide? (1=Very Unsatisfied, 5=Very Satisfied)

1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐

Comments:

108

2. How satisfied are you with the Department's process for administering State and federal education programs? (1=Very Unsatisfied, 5=Very Satisfied)

1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐

Comments:

DEPARTMENT OF EDUCATION

3. How satisfied are you with the Department's process for regulating State and federal education programs? (1=Very Unsatisfied, 5=Very Satisfied)

1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐

Comments:

109

4. How satisfied are you with the Department's process for providing technical assistance to local school districts and schools?(1=Very Unsatisfied, 5=Very Satisfied)

1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐

Comments:

DEPARTMENT OF EDUCATION

5. Based upon your knowledge of the Department of Education, what revisions are necessary to increase its effectiveness in implementing State Board of Education policies statewide?

DEPARTMENT OF EDUCATION

6. Based upon your knowledge of the Department, what revisions are necessary to increase its effectiveness in administering state and federal education programs?

DEPARTMENT OF EDUCATION

7. Based upon your knowledge of the Department, what revisions are necessary to increase its effectiveness in regulating state and federal education programs?

DEPARTMENT OF EDUCATION

8. Based upon your knowledge of the Department, what revisions are necessary to increase its effectiveness in the provision of technical assistance to local school districts and schools?

**COMMISSION ON PROFESSIONAL STANDARDS IN EDUCATION
NRS 391.011 through NRS 391.029**

☐ I/we do not wish to provide input for this entity. Skip to page 35.

Duties: The Commission on Professional Standards in Education establishes qualifications for teacher licensure in the State of Nevada.

Selection Process: The Commission consists of nine members appointed by the Governor.

Budget: Teacher licensure funding of approximately \$12,000 in each fiscal year of the 2010-2011 biennium support the operation of the Commission. A .51 FTE employee of the Department provides support to the Commission.

Communication Structure: (Please refer to the K-12 Educational Governance Structure organizational chart and to the identified sections of the NRS for further information.)

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- ✓ State Board of Education: Pursuant to NRS 391.027, the State Board of Education may disapprove any regulation adopted by the Commission if it would threaten the efficient operation of the public schools or would create an undue financial hardship for any teacher, administrator or other educational personnel or any county school district.
- ✓ Department of Education: Pursuant to NRS 391.029, the Department of Education provides personnel necessary to enable the Commission to carry out its duties.

Based upon the information presented above for the Commission and your knowledge of the Commission, please answer the following questions.

1. How satisfied are you with the process for establishing the qualifications for teacher licensure in the State of Nevada? (1=Very Unsatisfied, 5=Very Satisfied)

1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐

Comments:

COMMISSION ON PROFESSIONAL STANDARDS IN EDUCATION

2. Within your ideal system for public education governance, which entity should be primarily responsible for establishing the qualifications for teacher licensure in Nevada? (Please choose only one.)

- ☐ State Board of Education
☐ Nevada's Department of Education
☐ Commission on Professional Standards (current system)
☐ Other (please specify)

Comments:

115

3. Based upon your knowledge, is there a need in Nevada to continue the Commission in its current form?
- ☐ Yes (Please answer Question 4.)
☐ No (Please skip Question 4; proceed to Question 5.)

COMMISSION ON PROFESSIONAL STANDARDS IN EDUCATION

4. Based upon your knowledge of the Commission, what revisions are necessary to increase its effectiveness in establishing the qualifications for teacher licensure?

COMMISSION ON PROFESSIONAL STANDARDS IN EDUCATION

5. If you answered NO to Question 3, please describe how the qualifications for teacher licensure should be determined in Nevada. In making your comments, please identify which entities should be responsible for establishing the qualifications for teacher licensure in Nevada.

COUNCIL TO ESTABLISH ACADEMIC STANDARDS IN EDUCATION NRS 389.510

☐ I/we do not wish to provide input for this entity. Skip to page 42.

Duties: The Council to Establish Academic Standards in Education addresses the establishment and revision of the State's academic standards.

Selection Process: The Council consists of eight members; members are appointed by the Governor (four members) and Legislative Leadership (four members).

Budget: State funding of approximately \$10,000 in each fiscal year of the 2009-2011 biennium supports the operation of the Council. In addition, State funding of \$35,000 is contained in the budget for the Legislative Committee on Education for contract services for the Council over the 2009-2011 biennium. Although the 2009 Legislature did not approve State funding for the review of standards during the 2009-2011 biennium, funding of \$51,480 in FY 2007-2008 was appropriated for that purpose.

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Communication Structure: (Please refer to the K-12 Educational Governance Structure organizational chart and to the identified sections of the NRS for further information.)

- ✓ Department of Education: Pursuant to NRS 389.530, the Department of Education provides administrative support, equipment, and office space, as is necessary for the Council to carry out its duties.
- ✓ State Board of Education: Pursuant to NRS 389.520, the State Board of Education reviews and adopts the standards as submitted by the Council. The State Board may object to the standards and return those standards to the Council with an explanation. The State Board must adopt the standards as resubmitted, with or without revisions.
- ✓ Legislative Committee on Education and State Board: Pursuant to NRS 389.570, the Council reports the results of an evaluation of student performance in achieving the standards of performance, as measured by the criterion-referenced tests (CRTs) to the Legislative Committee on Education and the State Board.
- ✓ Regional Professional Development Program (RPDP): Pursuant to NRS 391.544, the RPDP must provide training for teachers in the academic standards established by the Council.

COUNCIL TO ESTABLISH ACADEMIC STANDARDS IN EDUCATION

Based upon the information presented above for the Council and your knowledge of the Council, please answer the following questions.

1. How satisfied are you with the process for developing and approving the academic standards in Nevada? (1=Very Unsatisfied, 5=Very Satisfied)

1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐

Comments:

119

2. Within your ideal system for public education governance, which entity should be primarily responsible for overseeing the development of the academic standards in Nevada? (Please choose only one.)

- ☐ State Board of Education
- ☐ Nevada's Department of Education
- ☐ Academic Standards Council (current system)
- ☐ Regional Professional Development Program
- ☐ Other (please specify)

Comments:

COUNCIL TO ESTABLISH ACADEMIC STANDARDS IN EDUCATION

3. Within your ideal system for public education governance, which entity should be primarily responsible for approving the academic standards in Nevada? (Please choose only **one**.)

☐ State Board of Education

© Nevada's Department of Education

☐ Academic Standards Council

☐ Regional Professional Development Program

☐ Other (please specify)

Comments:

120

4. Within your ideal system for public education governance, which entity should be primarily responsible for communicating the statewide academic standards to the Regional Professional Development Program (RPDP)? (Please choose only **one**.)

☐ State Board of Education

© Nevada's Department of Education

© Academic Standards Council

☐ Regional Professional Development Program

☐ Other (please specify)

Comments:

COUNCIL TO ESTABLISH ACADEMIC STANDARDS IN EDUCATION

5. Based upon your knowledge, is there a need in Nevada to continue the Council in its current form?

☐ Yes (Please answer Questions 6, 7, and 8.)
☐ No (Please skip Questions 6, 7, and 8; proceed to Question 9.)

6. Based upon your knowledge of the Council, what revisions are necessary to increase its effectiveness in overseeing the development of statewide academic standards?

COUNCIL TO ESTABLISH ACADEMIC STANDARDS IN EDUCATION

7. Based upon your knowledge of the Council, what revisions are necessary to increase its effectiveness in approving the statewide academic standards?

COUNCIL TO ESTABLISH ACADEMIC STANDARDS IN EDUCATION

8. Based upon your knowledge of the Council, what revisions are necessary to increase its effectiveness in communicating the statewide academic standards?

COUNCIL TO ESTABLISH ACADEMIC STANDARDS IN EDUCATION

9. If you answered NO to Question 5, please describe how the process for developing, approving and communicating the statewide academic standards should be changed. In making your comments, please identify which entities should be responsible for developing, approving and communicating the statewide academic standards.

**REGIONAL TRAINING PROGRAMS AND
STATEWIDE COUNCIL FOR THE COORDINATION OF THE REGIONAL TRAINING
PROGRAMS
NRS 391.500 through NRS 391.556**

☐ I/we do not wish to provide input for this entity. Skip to page 51.

Duties: The primary mission of the Regional Training Programs (aka Regional Professional Development Programs [RPDPs]) is to provide training to teachers and administrators concerning the statewide academic standards. In addition, the RPDPs are responsible for implementing the Nevada Early Literacy Intervention Program (NELIP), which provides training for teachers who teach kindergarten and grades 1, 2, or 3 on methods to teach fundamental reading skills.

The primary mission of the Statewide Council for the Coordination of the RPDPs is to adopt uniform standards for high quality professional development through the RPDPs, coordinate training programs across the regions, and conduct long-range planning concerning the professional development needs of teachers and administrators in Nevada.

125

Selection Process: The RPDPs are operated by the school districts. There are three regional governing boards that oversee the training to teachers and administrators. Pursuant to NRS 391.524, each governing body must consist of the superintendent of schools for each school district in the region, master teachers, representatives of the Nevada System of Higher Education, and a nonvoting member who is an employee of the Department of Education.

The Statewide Council for the Coordination of the RPDPs consists of 7 members, as follows: the Coordinator for each of the three RPDPs, one member of the governing body for each region, and one representative of the Nevada State Education Association (NSEA), appointed by the President of that Association.

Budget: State funding of \$7.8 million in each fiscal year of the 2009-2011 biennium supports the operation of RPDPs. In addition, state funding of \$100,000 in each fiscal year of the 2009-2011 biennium supports the duties of the Statewide Council in providing additional training opportunities for educational administrators in Nevada.

Communication Structure: (Please refer to the K-12 Educational Governance Structure organizational chart and to the identified sections of the NRS for further information.)

- ✓ Department of Education: Pursuant to NRS 391.524, an employee of the Department is a nonvoting member of the governing body of an RPDP.

REGIONAL TRAINING PROGRAMS

- ✓ School Districts: Pursuant to NRS 391.520, the Statewide Council must coordinate the dissemination of information to school districts, administrators, and teachers concerning the training programs provided through the RPDPs.
- ✓ Teachers and Administrators: Pursuant to NRS 391.544, the RPDPs provide training based upon an assessment of needs for training within each region.
- ✓ State Board, Commission on Professional Standards, Legislative Committee on Education, and Legislative Bureau of Educational Accountability and Program Evaluation: Pursuant to NRS 391.552, the governing body of each RPDP must submit an annual report of the evaluation of the success of each RPDP to each entity.

Based upon the information presented above for the RPDPs and Statewide Council and your knowledge of each, please answer the following questions.

126

1. How satisfied are you with the process for training teachers and administrators in Nevada concerning the statewide academic standards? (1=Very Unsatisfied, 5=Very Satisfied)

1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐

Comments:

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REGIONAL TRAINING PROGRAMS

2. How satisfied are you with the process for training teachers who teach kindergarten and grades 1, 2, or 3 on methods to teach fundamental reading skills for students in kindergarten and grades 1, 2, or 3? (1=Very Unsatisfied, 5=Very Satisfied)

1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐

Comments:

127

3. How satisfied are you with the statewide coordination of the RPDs? (1=Very Unsatisfied, 5=Very Satisfied)

1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐

Comments:

REGIONAL TRAINING PROGRAMS

4. Within your ideal system for public education governance, which entity should be primarily responsible for the determining the training needs of teachers and administrators in the academic standards? (Please choose only **one**.)

- ☐ State Board of Education
☐ Nevada's Department of Education
☐ Academic Standards Council
☐ Regional Professional Development Program (current system)
☐ Other (please specify) _____

Comments:

128

5. Within your ideal system for public education governance, which entity should be primarily responsible for communicating the statewide academic standards to the school districts and schools? (Please choose only **one**.)

- ☐ State Board of Education
☐ Nevada's Department of Education
☐ Academic Standards Council
☐ Regional Professional Development Program (current system)
☐ Other (please specify) _____

Comments:

REGIONAL TRAINING PROGRAMS

6. Based upon your knowledge, is there a need in Nevada to continue the RPDP in its current form?
- ☐ Yes (Please answer Questions 7 and 8, then proceed to Question 10.)
- ☐ No (Please skip Questions 7 and 8; proceed to Questions 9 and forward.)
7. Based upon your knowledge of the RPDP, what revisions are necessary to increase its effectiveness in training teachers and administrators in the statewide academic standards?

REGIONAL TRAINING PROGRAMS

8. Based upon your knowledge of the RPDP, what revisions are necessary to increase its effectiveness in training teachers who teach kindergarten and grades 1, 2, or 3 on methods to teach fundamental reading skills?

REGIONAL TRAINING PROGRAMS

9. If you answered NO to Question 6, please describe how teachers and administrators should receive training on the statewide academic standards. In making your comments, please identify which entities should be responsible for providing training on the statewide academic standards to teachers and administrators.

REGIONAL TRAINING PROGRAMS

10. Based upon your knowledge, is there a need in Nevada to continue the Statewide Council for the Coordination of the RPDPs in its current form?
- ☐ Yes (Please answer Question 11.)
- ☐ No (Please skip Question 11 and proceed to Question 12.)
11. Based upon your knowledge of the Statewide Council, what revisions are necessary to increase its effectiveness in adopting uniform standards, coordinating training programs through the RPDPs, and conducting long-range planning concerning the professional development needs of teachers and administrators in Nevada?

REGIONAL TRAINING PROGRAMS

12. If you answered NO to Question 10, please describe how training for teachers and administrators in the academic standards should be coordinated across the state. In making your comments, please identify which entities should be responsible for coordinating the training of teachers and administrators in the academic standards.

**COMMISSION ON EDUCATIONAL TECHNOLOGY
NRS 388.780 through NRS 388.795**

☐ I/we do not wish to provide input for this entity. Skip to page 57.

Duties: The Commission on Educational Technology establishes the State's education technology plan, develops statewide technical standards, and allocates funds to school districts for support of educational technology in the schools.

Selection Process: The Commission consists of 11 members appointed jointly by the Governor and Legislative Leadership. The Superintendent of Public Instruction and the Director of the Department of Information Technology serve as ex officio as nonvoting members of the Commission.

Budget: State funding of approximately \$9,000 in each fiscal year of the 2009-2011 biennium supports the operation of the Commission. In addition, State funding of \$8,000 is contained in the budget for the Legislative Committee on Education for contract services for a needs assessment of educational technology. Finally, state funding of \$5.2 million over the 2009-2011 biennium is available for educational technology grants to school districts.

134

Communication Structure: (Please refer to the K-12 Educational Governance Structure organizational chart and to the identified sections of the NRS for further information.)

- ✓ Department of Education: Pursuant to NRS 388.795, the Department of Education provides administrative support, equipment, and office space, as is necessary for the Commission to carry out its duties.
- ✓ Entities that must cooperate with the Commission in carrying out its duties: Pursuant to NRS 388.795, the State Board of Education, Department, board of trustees of each school district, and the superintendent for each school district must cooperate with the Commission in carrying out its duties.
- ✓ Provision of its plan: Pursuant to NRS 388.795, the Commission must provide its plan for the use of educational technology in the public schools to the Governor, the Legislative Committee on Education, and the Department.
- ✓ Provision of a Needs Assessment: Pursuant to NRS 388.795, the Commission must provide the results of an educational technology needs assessment to the Superintendent of Public Instruction.

Based upon the information presented above for the Commission and your knowledge of the Commission, please answer the following questions.

COMMISSION ON EDUCATIONAL TECHNOLOGY

1. How satisfied are you with the process for developing the State's education technology plan? (1=Very Unsatisfied, 5=Very Satisfied)

1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐

Comments:

135

2. How satisfied are you with the process for allocating funds to school districts for support of educational technology in the schools? (1=Very Unsatisfied, 5=Very Satisfied)

1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐

Comments:

COMMISSION ON EDUCATIONAL TECHNOLOGY

3. Within your ideal system for public education governance, which entity should be primarily responsible for developing the State's educational technology plan? (Please choose only one.)

- ☐ State Board of Education
- ☐ Nevada's Department of Education
- ☐ Commission on Educational Technology (current system)
- ☐ Other (please specify) _____

Comments:

136

4. Within your ideal system for public education governance, which entity should be primarily responsible for allocating funds to school districts for support of educational technology in the schools? (Please choose only one.)

- ☐ State Board of Education
- ☐ Nevada's Department of Education
- ☐ Commission on Educational Technology (current system)
- ☐ Other (please specify) _____

Comments:

COMMISSION ON EDUCATIONAL TECHNOLOGY

5. Based upon your knowledge, is there a need in Nevada to continue the Commission in its current form?

☐ Yes (Please answer Questions 6 and 7.)
☐ No (Please skip Questions 6 and 7 and proceed to Question 8.)

6. Based upon your knowledge of the Commission, what revisions are necessary to increase its effectiveness in developing the State's education technology plan?

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COMMISSION ON EDUCATIONAL TECHNOLOGY

7. Based upon your knowledge of the Commission, what revisions are necessary to increase its effectiveness in allocating funds to school districts for support of educational technology in the schools?

COMMISSION ON EDUCATIONAL TECHNOLOGY

8. If you answered NO to Question 5, please describe how the process for developing the State's education technology plan and allocating education technology funds to school districts should be changed. In making your comments, please identify which entities should be responsible for developing the plan and which entities should be responsible for allocating the funds.

COMMISSION ON EDUCATIONAL EXCELLENCE
NRS 385.3781 through NRS 385.379

☐ I/we do not wish to provide input for this entity. Skip to page 63.

Duties: The Commission on Educational Excellence establishes a program of educational excellence designed exclusively for pupils enrolled in kindergarten through grade 6 in public schools in the State of Nevada. In so doing, the Commission addresses the approval of grants to schools from the Account for Programs for Innovation and the Prevention of Remediation (NRS 385.379) to support implementation of plans for improvement.

Selection Process: The Commission consists of nine members. The Governor appoints eight members; the Superintendent of Public Instruction serves as an ex officio voting member of the Commission.

140

Budget: Due to budget reductions, funding was not approved by the 2009 Legislature for the Commission for grants to schools. In FY 2007-2008, State funding of approximately \$14,500 supported the operation of the Commission. During FY 2007-2008, the Commission allocated \$29.3 million in grants to schools.

Communication Structure: (Please refer to the K-12 Educational Governance Structure organizational chart and to the identified sections of the NRS for further information.)

- ✓ Department of Education: Pursuant to NRS 385.3784, the Department of Education provides administrative support, equipment, and office space as is necessary for the Commission to carry out its duties.
- ✓ Reporting: Pursuant to NRS 385.3789, the Commission must provide an annual report concerning the distribution of funds to the State Board, Governor, Legislative Committee on Education, Legislative Bureau of Educational Accountability and Program Evaluation, Interim Finance Committee, and the board of trustees of each school district.

Based upon the information presented above for the Commission and your knowledge of the Commission, please answer the following questions.

NOTE: Understanding that the Commission currently is not funded by the State and there is no funding for grants to schools, please answer the questions based upon previous biennia when State funding was available for this program.

COMMISSION ON EDUCATIONAL EXCELLENCE

1. How satisfied are you with the process for establishing a program of educational excellence in the State of Nevada? (1=Very Unsatisfied, 5=Very Satisfied)

1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐

Comments:

141

2. How satisfied are you with the process for allocating funds to schools from the Account for Programs for Innovation and the Prevention of Remediation? (1=Very Unsatisfied, 5=Very Satisfied)

1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐

Comments:

COMMISSION ON EDUCATIONAL EXCELLENCE

3. Within your ideal system for public education governance, which entity should be primarily responsible for establishing a program of educational excellence in the State of Nevada? (Please choose only one.)

- ☐ State Board of Education
- ☐ Nevada's Department of Education
- ☐ Commission on Educational Excellence (current system)
- ☐ Other (please specify)

Comments:

142

4. Within your ideal system for public education governance, which entity should be primarily responsible for allocating funds to schools from the Account for Programs for Innovation and the Prevention of Remediation? (Please choose only one.)

- ☐ State Board of Education
- ☐ Nevada's Department of Education
- ☐ Commission on Educational Excellence (current system)
- ☐ Other (please specify)

Comments:

COMMISSION ON EDUCATIONAL EXCELLENCE

5. Based upon your knowledge, is there a need in Nevada to continue the Commission in its current form?
- ☐ Yes (Please answer Questions 6 and 7.)
- ☐ No (Please skip Questions 6 and 7 and proceed to Question 8.)
6. Based upon your knowledge of the Commission, what revisions are necessary to increase its effectiveness in establishing a program of educational excellence in the State of Nevada?

COMMISSION ON EDUCATIONAL EXCELLENCE

7. Based upon your knowledge of the Commission, what revisions are necessary to increase its effectiveness in allocating funds to schools from the Account for Programs for Innovation and the Prevention of Remediation?

COMMISSION ON EDUCATIONAL EXCELLENCE

8. If you answered NO to Question 5, please describe how the process for establishing a program of educational excellence and allocating funds to schools from the Account for Programs for Innovation and the Prevention of Remediation should be changed. In making your comments, please identify which entities should be responsible for establishing the program and which entities should be responsible for allocating the funds.

FINAL THOUGHTS AND RECOMMENDATIONS

Based upon the input you have provided to the survey, please answer the following questions.

1. What concerns you most about the governance and oversight of the system of K-12 public education in the State of Nevada?

FINAL THOUGHTS AND RECOMMENDATIONS

2. If you could make up to three changes related to the governance and oversight of the system of K-12 public education in the State of Nevada, what would they be?

a)

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b)

c)