

MINERAL COUNTY SCHOOL DISTRICT  
751 A. STREET  
Hawthorne, Nevada 89415  
SPECIAL BOARD OF TRUSTEES MEETING  
*Tuesday, May 31, 2022*

LOCATION OF MEETING: **Arlo K. Funk District Services Center**  
**751 A Street, Room 23**  
**Hawthorne, Nevada**

REC'D MINORITY CLERK  
MAY 25 2:22 PM '22

*I would like to acknowledge that this meeting is being held on traditional lands of the Paiute People, and pay our respect to elders both past and present.*

**Board and Staff will utilize an online presence as well as social distancing for this meeting.**

Please Note: The Board reserves the right: (1) to take agenda items in a different order, (2) to combine two or more agenda items for consideration, and (3) to remove an item from the agenda or delay discussion relating to an item on the agenda at any time, in order to accomplish the business on the Agenda in the most efficient manner.

**CALL TO ORDER: 5:30 pm**

1. Certification of Public Notice, Roll Call, and Pledge of Allegiance

**ACTION ITEMS: (FOR POSSIBLE ACTION)**

There will be an opportunity for public comment on each **Action Item** following Board discussion on the item and before the Board makes a motion on the item. You may request to speak by raising your hand during the Public Comment period or by completing a **Request to Address the MCSD Board** form prior to the Public Comment period. Those who submit the form will normally be called on first. Speaking time will be limited to a maximum of 3 minutes. The President may allow additional time to a given speaker as time allows and in his/her discretion.

1. **Recommendation:** Discussion and possible approval of the contract between Mineral County School District and Diane Rodriguez  
**Supporting Information:** Discussion and possible approval of the contract between Mineral County School District and Diane Rodriguez, Independent Contractor for Finance/Grants Management. This contract will replace the Board approved contract from May 17, 2022. Beginning retro to May 5, 2022 through May 22, 2022 for Diane Rodriguez to provide services to Mineral County School District.  
**Budget Consideration:** General Funded \$5,475.00
2. **Recommendation:** Discussion and Possible Approval of the Augmented FY 2021/2022 Budget  
**Supporting Information:** Approval of the Augmented FY 2021/2022 Budget  
**Budget Consideration:** Total Funding Requirements \$16,874,741.00
3. **Recommendation:** Discussion and Possible Approval of the Final FY 2022/2023 Budget  
**Supporting Information:** Approval of the Final FY 2022/2023 Budget  
**Budget Consideration:** Total Funding Requirements \$14,704,183.00
4. **Recommendation:** Discussion and Possible Approval of non-budgeted Extended School Year (ESY) and Summer School positions for the SY'22 June offering.  
**Supporting Information:** The following non-budgeted Extended School Year (ESY) and Summer School positions require Board approval for the SY'22 June offering.
  - 3 Paraprofessionals at regular rate Extended School Year Special Education – Title I
  - 2 Paraprofessionals at Hawthorne Elementary School at regular rate – 21<sup>st</sup> Century
  - 2 Paraprofessionals at Schurz Elementary School at regular rate – 21<sup>st</sup> Century
  - 6 High School student mentors/tutors @ \$9.25 per hour – 21<sup>st</sup> Century**Budget Consideration:** Paraprofessionals will be paid at their regular rate. The budget(s) can withstand up to \$19.25 per hour with fringe benefits.

MINERAL COUNTY SCHOOL DISTRICT  
751 A. STREET  
Hawthorne, Nevada 89415  
SPECIAL BOARD OF TRUSTEES MEETING  
*Tuesday, May 31, 2022*

**GENERAL PUBLIC COMMENT:**

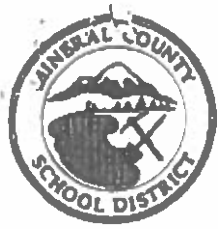
It is the School Board's intention to listen and be responsive to the public's concerns. Comments from the public regarding topics not on the agenda are invited at this time. You may request to speak by raising your hand during the General Public comment period or by completing a Request to Address the MCSD Board form prior to the General Public Comment period. The Board may discuss items that are introduced, however, by law; the Board cannot take any action, reach a consensus or hear personal attacks at this time. Those who submit the form will normally be called on first. Speaking time will be limited to a maximum of 3 minutes. The President may allow additional time to a given speaker as time allows and in his/her discretion.

**ADJOURNMENT:**

The Agenda of this meeting has been posted at the following locations: 1) Administration Office, 2) Hawthorne Post Office, 3) Mineral County Independent News Office, 4) Schurz Post Office, 5) Mina Post Office, 6) County Courthouse 7) School Offices. Mineral County School District is pleased to provide accommodations for individuals with disabilities. If you have a disability, please let us know, and we will provide assistance or accommodate you in any way that we possibly can. Copies of agenda and supporting material may be picked up at the Mineral County School District Arlo K. Funk District Services Center, 751 A. Street, Hawthorne, Nevada, or by contacting Crystal Sasser at (775) 945-2403, prior to the scheduled meeting.

**ACTION**

**ITEM #1**



## Mineral County School District

751 A. Street, P. O. Box 1540, Hawthorne, Nevada 89415 Phone  
(775) 945-2403 Fax (775) 945-3709

**Andre Ponder, Superintendent**

Board of Trustees: Keith Neville-President.

Tyler Viani—Vice President.

Kathryn Castagnola; Candice Birchum

Juanita Diede-Clerk

### GENERAL CONTRACT FOR PROFESSIONAL SERVICES

This Contract (this "Contract") is made effective May 5, 2022, by and between Diane Rodriguez, Independent Contractor for Finance/Grants Management, (Diane Rodriguez), and Mineral County School District, of Hawthorne, Nevada, (Mineral County School District).

1. **DESCRIPTION OF SERVICES:** Beginning on May 5, 2022, Diane Rodriguez will provide to Mineral County School District the following services (collectively, the "Services"):

- Provide support for the Audit and Augmentation of the Mineral County School District Budget
- Provide support for Audits associated with Grants Management
- Make recommendations/support for the Finance Position, Grants Manager and the Superintendent of Mineral County School District

**PAYMENT:** Payment shall be made to Diane Rodriguez, 399 Valley Bend Drive, Spring Creek NV 89815. Mineral County School District agrees to pay Diane Rodriguez as follows:

- Payments will be made within 30 days of completed services.
  - Amount of days under this contract will be calculated as follows:  
May 5, 2022 – May 23, 2022, 109.5 hours @ \$50.00 = \$5,475.00
- The total rate for service for this contract shall be \$5,475.00
  - Materials and supplies necessary to complete the Description of Duties listed above will be the responsibility of the Contractor.
  - In addition to any other right or remedy provided by law, if Mineral County School District fails to pay for the Services when due, Diane Rodriguez has the option to treat such failure to pay as a material breach of this Contract and may cancel this Contract and/or seek legal remedies.
2. **WARRANTIES:** Diane Rodriguez shall provide its services and meet its obligations under this Contract in a timely and workman-like manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Diane Rodriguez's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Diane Rodriguez on similar objects.
3. **TERM:** This Contract will terminate upon the completion of specified services provided. In addition, this Contract allows one or both parties to terminate all Services with a 30-day written notification. All services provided will be paid in full upon the completion of the Contract Day should Contract end prior to the contract period.
4. **DEFAULT:** The occurrence of any of the following shall constitute a material default under this Contract:



## Mineral County School District

751 A. Street, P. O. Box 1540, Hawthorne, Nevada 89415 Phone  
(775) 945-2403 Fax (775) 945-3709

**Andre Ponder, Superintendent**

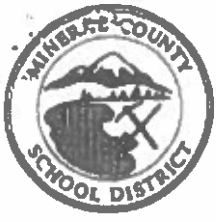
Board of Trustees: Keith Neville-President.

Tyler Viani—Vice President.

Kathryn Castagnola; Candice Birchum

Juanita Diede-Clerk

- The failure to make a required payment when due.
  - The insolvency or bankruptcy of either party.
  - The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
  - The failure to make available or deliver the Services in the time and manner provided for in this Contract.
5. **REMEDIES ON DEFAULT:** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate this Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 10 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.
6. **FORCE MAJEURE:** If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lockouts, or work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.
7. **CONFIDENTIALITY:** Diane Rodriguez, and her employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Diane Rodriguez, or divulge, disclose, or communicate in any manner, any information that is proprietary to Mineral County School District. Diane Rodriguez and her employees, agents, or representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.
8. **NOTICE:** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address(es) listed above or to such address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.



**Mineral County School District**

751 A. Street, P. O. Box 1540, Hawthorne, Nevada 89415 Phone  
(775) 945-2403 Fax (775) 945-3709

**Andre Ponder, Superintendent**

Board of Trustees: Keith Neville-President.

Tyler Viani—Vice President.

Kathryn Castagnola; Candice Birchum

Juanita Diede-Clerk

- 9. **ENTIRE CONTRACT:** This Contract contains the entire agreement of the parties regarding the subject of this Contract, and there are no other promises or conditions in any other agreement whether oral or written. This Contract supersedes any prior written or oral agreements between the parties.
- 10. **AMENDMENT:** This Contract may be modified or amended if the amendment is made in writing and signed by both parties.
- 11. **SEVERABILITY:** If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 12. **WAIVER OF CONTRACTUAL RIGHT:** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.
- 13. **APPLICABLE LAW:** This Contract shall be governed by the laws of the State of Nevada.
- 14. **SIGNATOIRES:** This Contract shall be signed on behalf of Mineral County School District by the Superintendent and Diane Rodriguez and effective as of the date first written above.

SERVICE RECIPIENT:  
Mineral County

SERVICE PROVIDER:  
Diane Rodriguez

\_\_\_\_\_  
Andre' Ponder, Superintendent

\_\_\_\_\_  
Diane Rodriguez, Contractor

By decision of the Mineral County School District Board of Trustees

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Clerk of the Board

**ACTION**

**ITEM #4**



**Mineral County School District**

751 A. Street, P. O. Box 1540, Hawthorne, Nevada 89415

Phone (775) 945-2403 Fax (775) 945-3709

**Andre Ponder, Superintendent**

**Board of Trustees: Keith Neville-President;  
Tyler Viani-Vice President; Juanita Diede - Clerk;  
Kathryn Castagnola & Candice Birchum**

May 23, 2022

MEMO

To: ANDRE' PONDER, SUPERINTENDENT  
Mineral County School District Board of Trustees  
From: Kathy Trujillo, Grants Management  
Re: May 31, 2022 Board Agenda

.....  
The following non-budgeted Extended School Year (ESY) and Summer School positions require Board approval for the SY'22 June offering.

- 2 Paraprofessionals at regular rate Extended School Year Special Education – SPED Budget
- 2 Paraprofessionals Hawthorne Elementary School at regular rate– Title 1
- 2 Paraprofessionals Schurz Elementary at regular rate – 21<sup>st</sup> Century
- 6 High School student mentors/tutors @ \$9.25 per hour – 21<sup>st</sup> Century

Paraprofessionals will be paid at their regular rate. The budget(s) can withstand up to \$19.25 per hour with fringe benefits.

The paraprofessionals and student mentors/tutors are providing support for 2 teachers at HES, 2 Safe School Professionals at HES, 5 teachers at Schurz Elementary School, 3 teachers for the Hawthorne Junior High School and 3 teachers for MCHS. In addition, there are allocations for transportation, additional Paiute Language sessions, guidance counseling and the GearUp Coordinator.

The programming, funding and other supports are part of the individual sites' and the district's comprehensive plan for students to have opportunities to close knowledge gaps, for acquiring accelerated skills and/or for social/emotional learning.

Please contact me if you have any questions.