

MINERAL COUNTY SCHOOL DISTRICT
751 A. STREET
Hawthorne, Nevada 89415
BOARD OF TRUSTEES MEETING
Tuesday, June 11, 2024

FILED MINORITY CLERK
JUN 4 '24 PM 3:41

LOCATION OF MEETING: Schurz Elementary School
4048 Hwy 95 South
Schurz, Nevada 89427

Google Meet joining info

Tuesday, June 11 · 5:30 – 6:30pm

Video call link: <https://meet.google.com/uja-hcxp-wxv>

Or dial: (US) +1 929-260-4725 PIN: 285 198 890#

More phone numbers: <https://tel.meet/uja-hcxp-wxv?pin=1263785760168>

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

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
2. Approval of a flexible agenda. (For Possible Action)
3. Person or Group Recognition
4. Presentations

CONSENT ITEMS: (FOR POSSIBLE ACTION)

1. Minutes: April 16, 30 and May 21, 2024
2. Warrants: 27857-28111
3. Personnel Report – Information Only

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 Action to Approve of the Pool Pact Renewal Proposal Presentation

Supporting Information: Approval of the renewal proposal from Nevada Public Agency Insurance Pool Pact (POOL) and approval for payment from fiscal year 2024-2025 funds.

Budget Consideration: \$229,305.32 General Fund

2. Recommendation: Discussion and Possible Action for the Approval of the Superintendent to appoint members to the School District Development Committee.

Supporting Information: Approval of the Superintendent to appoint members to the School District Development Committee.

Budget Consideration: NONE AT THIS TIME

MINERAL COUNTY SCHOOL DISTRICT
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Tuesday, June 11, 2024

3. Recommendation: Discussion and Possible Action for the Approval to revert back to Transportation Supervisor from the Transportation Compliance.

Supporting Information: Approval to revert back to Transportation Supervisor from the Transportation Compliance.

Budget Consideration: NOT AT THIS TIME

4. Recommendation: Discussion and Possible Action of the Approval of the "Critical Shortage" for the Transportation Supervisor.

Supporting Information: The reemployment of a retired public employee is limited to positions of extreme need pursuant to NRS 286.523. A retired public employee can fulfill the Transportation Supervisor position until a full time teacher is hired. However, the Critical Need Designation is required for these individuals.

Budget Consideration: NOT AT THIS TIME

5. Recommendation: Discussion and Possible Action of the Approval of the following Job Descriptions

Supporting Information: Approval of the following Job Descriptions

- a. Career and Technical Student Organizations advisor job description.
- b. Test Director
- c. Test Coordinator
- d. E-Sports

6. Recommendation: Discussion and Possible Action of the Approval of all non-employee Special Education contracts as itemized below.

Supporting Information: Approval for the update of all non-employee Special Education contracts as itemized

- Dr. Suzanne Roepke, School Psychologist. NTE: \$66,000.00
- Syliva Legget, Vision Teach, All About Vision, LLC. NTE: \$7,520.00
- Chelsie Raimondi, Occupational Therapist, NTE: \$115.00
- Anetra Beaufort, SLP, \$125.00 per hour
- Theresa Chauvette, Tele-BCBA: \$98.00 per hour
- Vallexia Bowen, Psychologist: \$112.57 per hour
- MOU between Mt. Grant General Hospital and MCSD: 1 Hour Treatment \$200.00; 30 min. treatment \$100.00; 15 min. treatment \$50.00
- Cherelle Williams Espinoza: Behavior Analyst: \$55.00 per hour. Max 10 months \$18,700.00

Budget consideration: Special Education Services General funded and Grant funded

7. Closed Session – Pursuant to Nevada Revised Statute (NRS) 241.015(2)(b)(2) and Nevada Revised Statute (NRS) 288.220 to receive information from legal counsel relative to general pending litigation and to discuss negotiations.

8. Open Session – Discussion and possible action relative to pending litigation and/or negotiations.

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. 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.

MINERAL COUNTY SCHOOL DISTRICT
751 A. STREET
Hawthorne, Nevada 89415
BOARD OF TRUSTEES MEETING
Tuesday, June 11, 2024

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.

MINUTES

MINERAL COUNTY SCHOOL DISTRICT
751 A. STREET
Hawthorne, Nevada 89415
BOARD OF TRUSTEES MEETING MINUTES
Tuesday, May 21, 2024

The Mineral County School District held a public meeting on Tuesday, May 21, 2024 beginning at 5:32 PM at the Arlo K. Funk District Services Center.

Tyler read "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".

MEMBERS PRESENT: Kristin Reeves, Candice Birchum, Tyler Viani, Juanita Diede

MEMBERS ABSENT:

ADMINISTRATORS: Stephanie Keuhey, Superintendent; Monica Keady, Principal, HJH/MCHS

OTHERS PRESENT: Kenny Tedford, Claire Hayhurst, Drew Schaar, Amanda Hughes, Theresa Vinson, Olivia Moody, Mathilde Poderie, Alfred Bandoni, Teresa McNally, Stephanie Jaramillo, Melissa Isom, Shawn Isom, Devayne Isom, Phillip Jaramillo, Meshanna Merrow, Breanna Hatfield

CALL TO ORDER: 5:30 PM

1. Certification of Public Notice, Roll Call, and Pledge of Allegiance
2. Approval of a flexible agenda. (For Possible Action) *Tyler Viani made a motion to move item #6 to #1. Juanita Diede seconded the motion. Kristin Reeves-Y; Candice Birchum-Y; Tyler Viani-Y; Juanita Diede-Y. Motion passed 4-0-0*

ACTION ITEMS: (FOR POSSIBLE ACTION)

1. Recommendation: Discussion and Possible Approval of a one time exception to policy IKFB to allow a foreign exchange student to participate in graduation exercises. The exception if granted will allow the student to participate in the exercises. However, the student will not receive any documentation pursuant to NRS 390.600.
GPC: Kristin Reeves read a letter from Breanna Hatfield, Teresa McNally, Drew Schaar, Monica Keady, Kenny Tedford, Stephanie Keuhey, Stephanie Jaramillo

Tyler Viani made a motion to approve the designation of the auditing firm for the year ending June 30, 2024. Candice Birchum seconded the motion.

Kristin Reeves-Y; Candice Birchum-Y; Tyler Viani-Y; Juanita Diede-Y. Motion passed 4-0-0

2. Recommendation: Discussion and Possible Approval of the Augmented Fiscal Year 2023/2024 Budget.

GPC: Drew Schaar

Tyler Viani made a motion to approve the Augmented Fiscal Year 2023/2024 Budget. Kristin Reeves seconded the motion.

Kristin Reeves-Y; Candice Birchum-Y; Tyler Viani-Y; Juanita Diede-Y. Motion passed 4-0-0

3. Recommendation: Discussion and Possible Approval of the Tentative Fiscal Year 2024/2025 Budget.

Mercede Krause GPC

Tyler Viani made a motion to approve the Tentative Fiscal Year 2024/2025 Budget. Juanita Diede seconded the motion.

Kristin Reeves-Y; Candice Birchum-Y; Tyler Viani-Y; Juanita Diede-Y. Motion passed 4-0-0

4. Recommendation: Discussion and Possible Approval of the District Performance Plan.

GPC: Drew Schaar,

Tyler Viani made a motion to approve the District Performance Plan as presented. Juanita Diede seconded the motion

Kristin Reeves-Y; Candice Birchum-Y; Tyler Viani-Y; Candice Birchum-Y; Motion passed 4-0-0

MINERAL COUNTY SCHOOL DISTRICT
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BOARD OF TRUSTEES MEETING MINUTES
Tuesday, May 21, 2024

5. Recommendation: Discussion and Possible Approval of the CC Communications Contract renewals. There are 2-3 year contracts up for renewal.

Tyler Viani made a motion to approve the CC Communications Contract renewals. Candice Birchum seconded the motion.

Kristin Reeves-Y; Candice Birchum-Y; Tyler Viani-Y; Juanita Diede-Y. Motion passed 4-0-0

6. Recommendation: Discussion and Possible Approval of the Mineral County School District Resolution in support of iNVEST 2025.

Kristin and Tyler read the letter into the record. GPC: Drew Schaar,

Tyler Viani made a motion to approve this resolution. Juanita Diede seconded the motion.

Kristin Reeves-Y; Candice Birchum-Y; Tyler Viani-Y; Juanita Diede-Y. Motion passed 4-0-0

GENERAL PUBLIC COMMENT:

Exchange student - Teresa McNally, Monica Keady, Kenny Tedford, Stephanie Keuhey, Stephanie Jaramillo

Drew Schaar - The Golf Team took 3 students to state. Thank everyone for their support.

Phillip Jaramillo - The Track team took State in Northern IA.

There will be an end of the year banquet for the end of spring sports.

Stephanie is proud of all the teams this spring.

ADJOURNMENT: 7:13PM

Respectfully submitted:

Kristin Reeves, Clerk

WARRANTS

MINERAL COUNTY SCHOOL DISTRICT VOUCHER

Voucher No: 1124

Voucher Date: 04/16/2024

Prepared By:

Susie

Printed: 04/16/2024 01:03:43 PM

MINERAL COUNTY SCHOOL DISTRICT is hereby authorized to draw warrants against MINERAL COUNTY SCHOOL DISTRICT funds for the sum of \$110,044.05 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2023 to June 30, 2024 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.

Kristen Reeves School Board Clerk

Tyler Viani School Board President

Kathryn Castagnola School Board Member

Candice Birchum School Board Member

Juanita Diede School Board Vice President

Stephanie Kenney
Stephanie Kenney Superintendent

MINERAL COUNTY SCHOOL DISTRICT

Fund		Amount
100	General Fund	\$60,636.91
208	PCFP At-Risk (Restricted Funding)	\$7,366.82
240	State Grants	\$59.99
250	Special Education	\$1,722.25
280	Federal Funds	\$29,276.41
290	Food Service Funds	\$10,687.84
704	Unemployment Compensation	\$293.83
		\$110,044.05

27857-
27894

MINERAL COUNTY SCHOOL DISTRICT VOUCHER

Voucher No: 1126

Voucher Date: 04/23/2024

Prepared By:

Susie

Printed: 04/23/2024 11:24:36 AM

MINERAL COUNTY SCHOOL DISTRICT is hereby authorized to draw warrants against MINERAL COUNTY SCHOOL DISTRICT funds for the sum of \$321,242.69 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2023 to June 30, 2024 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.

Kristen Reeves School Board Clerk

Tyler Viani School Board President

Kathryn Castagnola School Board Member

Candice Birchum School Board Member

Juanita Diede School Board Vice President

Stephanie Kuehly
Stephanie Kuehly Superintendent

MINERAL COUNTY SCHOOL DISTRICT

Fund		Amount
100	General Fund	\$29,115.68
208	PCFP At-Risk (Restricted Funding)	\$3,781.13
230	Adult Education	\$51.81
240	State Grants	\$1,924.54
250	Special Education	\$6,585.73
280	Federal Funds	\$21,366.93
290	Food Service Funds	\$10,313.13
400	Debt Service Funds	\$248,103.74
		\$321,242.69

27895-
27934

Mineral County School District

Voucher Supplement Account Summary

Fiscal Year: 2023-2024

Voucher Batch Number: 1130

04/29/2024

Vendor Remit Name	Vendor #	Account	Description	Amount
AMAZON CAPITOL SERVICES				
BANFIELD, KARI J		100.000.0000.000.2400.610.11601.06.00 @check #: 27935	General Supplies. Expenditures for all supplies (o	\$55.41
		100.000.0000.100.1000.610.11601.06.00 @check #: 27935	General Supplies. Expenditures for all supplies (o	\$248.83
		100.000.0000.350.1000.610.11601.06.00 @check #: 27935	Domestic Arts-General Supplies. Expenditures	\$455.84
		100.000.0000.350.1000.730.11601.06.00 @check #: 27935	Equipment.	\$957.76
		250.000.0000.000.2100.610.11000.00.00 @check #: 27935	General Supplies. Expenditures for all supplies (o	\$39.32
BRICKER GRAYDON LLP		250.000.0000.200.1000.610.11000.00.00 @check #: 27935	General Supplies. Expenditures for all supplies (o	\$0.00
		Vendor Total:		\$1,757.16
DELL MARKETING L.P.	3290	280.620.0000.000.2100.580.11000.00.00 @check #: 27936	Travel. Expenditures for transportation, meals, ho	\$69.00
		Vendor Total:		\$69.00
EGGER, PHILLIP		100.000.0000.000.2500.330.11000.00.00 @check #: 27937	Professional Employee Training and Development Ser	\$500.00
		Vendor Total:		\$500.00
		250.000.0000.200.1000.610.11000.00.00 @check #: 27938	General Supplies. Expenditures for all supplies (o	\$888.22
		Vendor Total:		\$888.22
		100.000.0000.920.2700.580.11601.00.00 @check #: 27939	Travel. Expenditures for transportation, meals, ho	\$41.00
		Vendor Total:		\$41.00

Mineral County School District

Voucher Supplement Account Summary

Fiscal Year: 2023-2024

Voucher Batch Number: 1130

04/29/2024

Vendor Remit Name	Vendor #	Account	Description	Amount
NEV DEPT OF EMPLOY TRNG &	13442	250.000.0000.000.2100.610.11000.00.00 @check #: 27946	General Supplies, Expenditures for all supplies (o	\$47.50
			Vendor Total:	\$47.50
		704.000.0000.000.2500.260.11000.00.00 @check #: 27947	Unemployment Compensation	\$152.47
PRO CARE THERAPY			Vendor Total:	\$152.47
		250.000.0000.000.2100.340.11000.00.00 @check #: 27948	Other Professional Services, Professional services	\$2,257.50
		280.667.0000.200.2130.340.11000.00.00 @check #: 27948	Other Professional Services, Professional services	\$2,793.00
		280.667.0000.200.2160.340.11000.00.00 @check #: 27948	Other Professional Services, Professional services	\$287.50
		280.719.0000.000.2100.340.11000.00.00 @check #: 27948	Other Professional Services, Professional services	\$675.42
QUILL CORPORATION	16016		Vendor Total:	\$6,013.42
		100.000.0000.000.2400.610.11203.03.00 @check #: 27949	General Supplies, Expenditures for all supplies (o	\$13.59
		100.000.0000.000.2400.610.11601.06.00 @check #: 27949	General Supplies, Expenditures for all supplies (o	\$22.94
		100.000.0000.100.1000.610.11203.03.00 @check #: 27949	General Supplies, Expenditures for all supplies (o	\$1,066.98
		100.000.0000.100.1000.610.11601.06.00 @check #: 27949	General Supplies, Expenditures for all supplies (o	\$904.45
SCHURZ ELEMENTARY SCHOOL	17505		Vendor Total:	\$2,007.96
		280.406.0000.100.1000.810.11201.00.00 @check #: 27950	Dues and Fees, Expenditures or assessments for mem	\$161.00

MINERAL COUNTY SCHOOL DISTRICT VOUCHER

Voucher No: 1141

Voucher Date: 05/28/2024

Prepared By:

Susie

Printed: 05/28/2024 12:48:51 PM

MINERAL COUNTY SCHOOL DISTRICT is hereby authorized to draw warrants against MINERAL COUNTY SCHOOL DISTRICT funds for the sum of \$34,111.22 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2023 to June 30, 2024 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.

Kristen Reeves

School Board Clerk

Tyler Viani

School Board President

Kathryn Castagnola

School Board Member

Candice Birchum

School Board Member

Juanita Diede

School Board Vice President

Stephanie Kouhey
Superintendent

MINERAL COUNTY SCHOOL DISTRICT

Fund		Amount
100	General Fund	\$7,059.55
240	State Grants	\$275.01
250	Special Education	\$6,967.50
280	Federal Funds	\$15,355.50
290	Food Service Funds	\$4,453.66
		\$34,111.22

28069 -
28090

MINERAL COUNTY SCHOOL DISTRICT VOUCHER

Voucher No: 1131

Voucher Date: 05/06/2024

Prepared By:

Susie

Printed: 05/06/2024 11:47:33 AM

MINERAL COUNTY SCHOOL DISTRICT is hereby authorized to draw warrants against MINERAL COUNTY SCHOOL DISTRICT funds for the sum of \$101,006.02 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2023 to June 30, 2024 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.

Kristen Reeves School Board Clerk

Tyler Viani School Board President

Kathryn Castagnola School Board Member

Candice Birchum School Board Member

Juanita Diede School Board Vice President

Stephanie Keuhney
Stephanie Keuhney Superintendent

MINERAL COUNTY SCHOOL DISTRICT

Fund		Amount
100	General Fund	\$70,387.64
208	PCFP At-Risk (Restricted Funding)	\$909.52
240	State Grants	\$210.08
250	Special Education	\$13,000.00
280	Federal Funds	\$8,566.33
290	Food Service Funds	\$7,932.45
		\$101,006.02

27956'
27990

MINERAL COUNTY SCHOOL DISTRICT VOUCHER

Voucher No: 1135

Voucher Date: 05/13/2024

Prepared By:

Printed: 05/13/2024 11:30:34 AM

MINERAL COUNTY SCHOOL DISTRICT is hereby authorized to draw warrants against MINERAL COUNTY SCHOOL DISTRICT funds for the sum of \$80,932.68 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2023 to June 30, 2024 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.

Kristen Reeves School Board Clerk

Tyler Viani School Board President

Kathryn Castagnola School Board Member

Candice Birchum School Board Member

Juanita Diede School Board Vice President

Stephanie Kennedy Superintendent

MINERAL COUNTY SCHOOL DISTRICT

Fund		Amount
100	General Fund	\$36,072.93
208	PCFP At-Risk (Restricted Funding)	\$5,561.50
230	Adult Education	\$53.75
240	State Grants	\$2,600.00
250	Special Education	\$10,297.65
280	Federal Funds	\$22,400.41
290	Food Service Funds	\$3,946.44
		\$80,932.68

MINERAL COUNTY SCHOOL DISTRICT VOUCHER

Voucher No: 1136

Voucher Date: 05/16/2024

Prepared By:

Susie

Printed: 05/16/2024 09:15:14 AM

MINERAL COUNTY SCHOOL DISTRICT is hereby authorized to draw warrants against MINERAL COUNTY SCHOOL DISTRICT funds for the sum of \$24,560.00 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2023 to June 30, 2024 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.

Kristen Reeves School Board Clerk

Tyler Viani School Board President

Kathryn Castagnola School Board Member

Candice Birchum School Board Member

Juanita Diede School Board Vice President

Stephanie Kennedy
Stephanie Kennedy Superintendent

MINERAL COUNTY SCHOOL DISTRICT

Fund	Amount
100 General Fund	\$24,560.00
	\$24,560.00

28021-

MINERAL COUNTY SCHOOL DISTRICT VOUCHER

Voucher No: 1137

Voucher Date: 05/20/2024

Prepared By:

Susie

Printed: 05/20/2024 03:14:21 PM

MINERAL COUNTY SCHOOL DISTRICT is hereby authorized to draw warrants against MINERAL COUNTY SCHOOL DISTRICT funds for the sum of \$185,325.20 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2023 to June 30, 2024 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.

Kristen Reeves School Board Clerk

Tyler Viani School Board President

Kathryn Castagnola School Board Member

Candice Birchum School Board Member

Juanita Diede School Board Vice President

Stephanie Keuhey
Stephanie Keuhey Superintendent

MINERAL COUNTY SCHOOL DISTRICT

Fund		Amount
100	General Fund	\$21,518.95
208	PCFP At-Risk (Restricted Funding)	\$4,300.32
230	Adult Education	\$462.06
240	State Grants	\$322.28
250	Special Education	\$4,805.34
280	Federal Funds	\$37,327.65
290	Food Service Funds	\$6,504.60
300	Capital Projects Fund	\$110,084.00
		\$185,325.20

MINERAL COUNTY SCHOOL DISTRICT VOUCHER

Voucher No: 1143

Voucher Date: 06/04/2024

Prepared By:

Sore

Printed: 06/04/2024 10:33:13 AM

MINERAL COUNTY SCHOOL DISTRICT is hereby authorized to draw warrants against MINERAL COUNTY SCHOOL DISTRICT funds for the sum of \$172,023.22 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2023 to June 30, 2024 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.

Kristen Reeves School Board Clerk

Tyler Viani School Board President

Kathryn Castagnola School Board Member

Candice Birchum School Board Member

Juanita Diede School Board Vice President

Stephanie Keuhey
Stephanie Keuhey Superintendent

MINERAL COUNTY SCHOOL DISTRICT

Fund		Amount
100	General Fund	\$25,235.13
206	PCFP English Learner (Restricted Funding)	\$686.25
240	State Grants	\$783.34
250	Special Education	\$7,609.39
280	Federal Funds	\$66,578.86
290	Food Service Funds	\$5,407.10
300	Capital Projects Fund	\$65,723.15
		\$172,023.22

28091
28111

PERSONNEL REPORT

Open Positions	New Hire	Start Date
MCHS CTE Construction Tech - Critical	Rey Oliveros	SOS
MCHS SPED Teacher LT sub* - Critical Shortage		
SES Para Pro SPED		Filling PT with call in Benner
SES Teacher - Critical Shortage PreK	Gerli Perez	SOS
SES Teacher - Critical Shortage 5/6	Roste Servita	SOS
SES Bus Driver/Maintenance		
SES Kitchen Aide		
World Language Teacher		
JROTC		
HES PreK	Joshira Mae Eslit	SOS
HES 6th Grade	Charley Merrow	SOS
HES STEAM	Valerie Bishop	SOS
DO Custodian		
School Safety Officer - District Wide		
OT - District Wide		
SLP - District Wide		
Social Worker - District Wide		
APEP - District Wide		
MCHS/HJH PE	Michael Harris	SOS
MCHS/HJH Math	Francis Fernandez	SOS
MCHS/HJH English	Cristell Seit	SOS
MCHS/HJH Para Pro-SPED		
HES PT Kitchen Aide		
Transfer/Extra Duty	Employee Name	
From Para Pro to Custodian	Ryan Nain	5/16/2024
from 6th to 4th grade	Michelle Badilla	SOS
MCHS/HJH English to 6th grade	MaryGrace Batomalaque	SOS
DO Custodian to MCHS/HJH Custodian	Haley Adams	5/9/24
School Newspaper	Breanna Hatfield	4/25/24
Annual Sponsor (Yearbook)	Meshanna Merrow	4/19/24
MCHS Head Football	Phil Jaramillo	SOS
MCHS Head Volleyball		SOS
HJH 8th grade Boys BBall		SOS
MCHS softball		SOS
MCHS Teacher - ESY	Lyndsey Burall	6/7/2024
MCHS Para- ESY	Kellie Orndorff	6/7/2024
HES Teacher - ESY		6/7/2024
HES Para - ESY		6/7/2024
SES Teacher - ESY	Stacie King	6/7/2024
Teacher - SES Summer School	Attie Smernis	7/8/2024
Teacher - SES Summer School		7/8/2024
Para Pro - SES Summer School		7/8/2024
Para Pro - SES Summer School		7/8/2024
Resignations/Terminations		
LaShelle Birchum	Kitchen aide SES	end of school year
Jazzmin Bryan	HES PreK	end of school year
Suzanne Martin	HES STEAM	end of school year
Taylor Cardenas	HES 6th grade	end of school year
MaryJo Gemelke	HES 6th grade	end of school year
Paul Dusan	MCHS/HJH PE	end of school year
Fiaonna Wilson	MCHS/HJH Custodian	4/16/2024
Michael Marketti	Transportation Compliance	5/29/24
Nathan Ridley	MCHS Head Football	end of school year
Courtney Isom	MCHS Head Volleyball	end of school year
Pete Summerbell	HJH 8th grade Boys BBall	end of school year
Armando Cardenas	MCHS softball	end of school year

Last updated 6/4/2024

Start of School (SOS)

ACTION

ITEM #1



poolpact.co
The Power of the POOL

NEVADA PUBLIC AGENCY INSURANCE POOL MEMBER COVERAGE SUMMARY

Prepared For:
Mineral County School District

Prepared By:
Isom Realty & Insurance

**THANK YOU FOR
YOUR
MEMBERSHIP!**

This summary is intended for reference only. For specific terms, conditions, limitations and exclusions, please refer to the POOL Coverage Form and Cyber Risk Coverage Form edition July 1, 2024.



Dear POOL Member:

Thank you for your continuing leadership commitment to serving your communities by fulfilling your public service mission. The POOL continues to offer programs, services and support for Members' financial security and collaborating with you in support of your mission.

This Member Coverage Summary reflects the successful negotiations with multiple markets to obtain cost-effective terms, conditions and pricing for approval by the POOL Board on behalf of all Members.

As owners of the POOL, you approved the extensive risk management services, such as POOL/PACT HR services including its training courses and ELearning modules on important HR topics. Enrollment in POOL's ELearning programs including Target Solutions Fire/EMS training, KnowBe4 email security training continues to reach an increasing number of employees for convenient and cost-effective learning. Our ongoing focus on law enforcement policies and practices targeted jail and road operations with onsite and virtual assessments and sample policies.

We encourage you to discuss the POOL's services with staff and your agent. We regularly update our website and encourage you to visit www.poolpact.com to utilize a growing base of HR and risk management information in the resource libraries. While there, look for the POOL Coverage documents, board and committee agendas and minutes.

Thanks to all Member volunteers who serve on our boards and committees. These volunteers do a superb job of representing the interests of the Members of your POOL.

Sincerely,

Wayne Carlson
Executive Director
Nevada Public Agency Insurance Pool



NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

RENEWAL PROPOSAL	COVERAGE PERIOD	NAMED ASSURED	MAINTENANCE DEDUCTIBLE
	07/01/2024 – 07/01/2025 Standard Time	Mineral County School District	*See Below

Property Coverage

Coverage	Limit per Loss	
Property	\$300,000,000	Per Schedule of Locations

The following sub-limits apply to Section V. C. Extensions of Property Coverage:

Accounts Receivable	\$5,000,000 per loss
Arson Reward	10% up to \$25,000 per loss
Debris Removal - Mold/ Asbestos	\$100,000
Earthquake	\$150,000,000 aggregate
Flood	\$150,000,000 aggregate \$25,000,000 aggregate - Flood Zone A
Equipment Breakdown	\$100,000,000 per loss
• Loss of Income & Extra Expense	included
• Hazardous Substance Coverage	\$250,000 per loss
• Spoilage Coverage	\$250,000 per loss
• Data Restoration	\$100,000 per loss
• Electrical Risk Improvements	\$10,000
Expediting Expenses	\$25,000 per loss
Unintentional Errors and Omissions	\$5,000,000 per loss
Money and Securities	\$500,000 per loss
Ordinance or Law – LEED Building	\$500,000
Agreed Value Vehicles	Per Attachment D, if applicable



NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

Liability Coverage

The Limits of Liability are as follows:

Coverage	Limit per Named Assured	Annual Aggregate Limit per Named Assured
Per Event	\$10,000,000	\$10,000,000
<i>All Sublimits are a part of and not in addition to the Limits of Liability.</i>		
<i>Liability Sublimits:</i>		
• Additional Assured (Lessors) (Section I, item 2)	\$2,000,000	
• Weed Spray Property Damage (Section IV, item 3 (B) (2) (ix))	\$250,000	\$250,000
• Emergency Response to Pollution (Section IV, item 3 (B) (2) (v))	\$1,000,000	\$1,000,000
• Criminal Defense Fees and Costs (Section VI, part C, item 4)	\$50,000	\$50,000
• Defense for Regulatory Agency Actions (Section VI, part C, item 16)	\$50,000	
Sexual Abuse Sublimit (Section VI, part C, item 21)	\$2,500,000	\$2,500,000
Retroactive Date	<i>May 1, 1987 except as shown in Attachment C</i>	



NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

Cyber Risk Coverage Form

CYBER SECURITY RISK COVERAGE			
PART ONE: Terms and Conditions			
SECURITY RISK COVERAGE LIMITS	Limit per Named Assured Per PRIVACY OR SECURITY EVENT	Annual Aggregate Limit Per All Named Assureds	
PART TWO: Privacy or Security Liability Limits	\$1,000,000	\$ 1,000,000 up to \$15,000,000 aggregate all POOL Members combined	
The following sub-limits are a part of and not in addition to the Limits of Liability:			
PART THREE: Security Failure/Privacy Event Management Coverage	\$100,000		
PART FOUR: Network Interruption Coverage	\$250,000		
Proof of Loss Preparation Costs (as defined), (Separate Limit)	\$50,000		
Retroactive Date		July 1, 2013	



NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

Environmental Liability Coverage

The Limits of Liability are as follows:

Coverage A	Third Party Claims for Bodily Injury, Property Damage or Remediation Expense
Coverage B	First Party Remediation Expense
Coverage C	Emergency Response Expense
Coverage D	Business Interruption

COVERAGE	DEDUCTIBLE	EACH INCIDENT LIMIT	AGGREGATE LIMIT
A,B,C	\$25,000	\$2,000,000	\$10,000,000

COVERAGE	DEDUCTIBLE	BUSINESS INTERRUPTION LIMIT (Days)	BUSINESS INTERRUPTION LIMIT (\$)
D	3 Days	365	\$2,000,000



NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

Student Accident Coverage

The Limits are as follows:

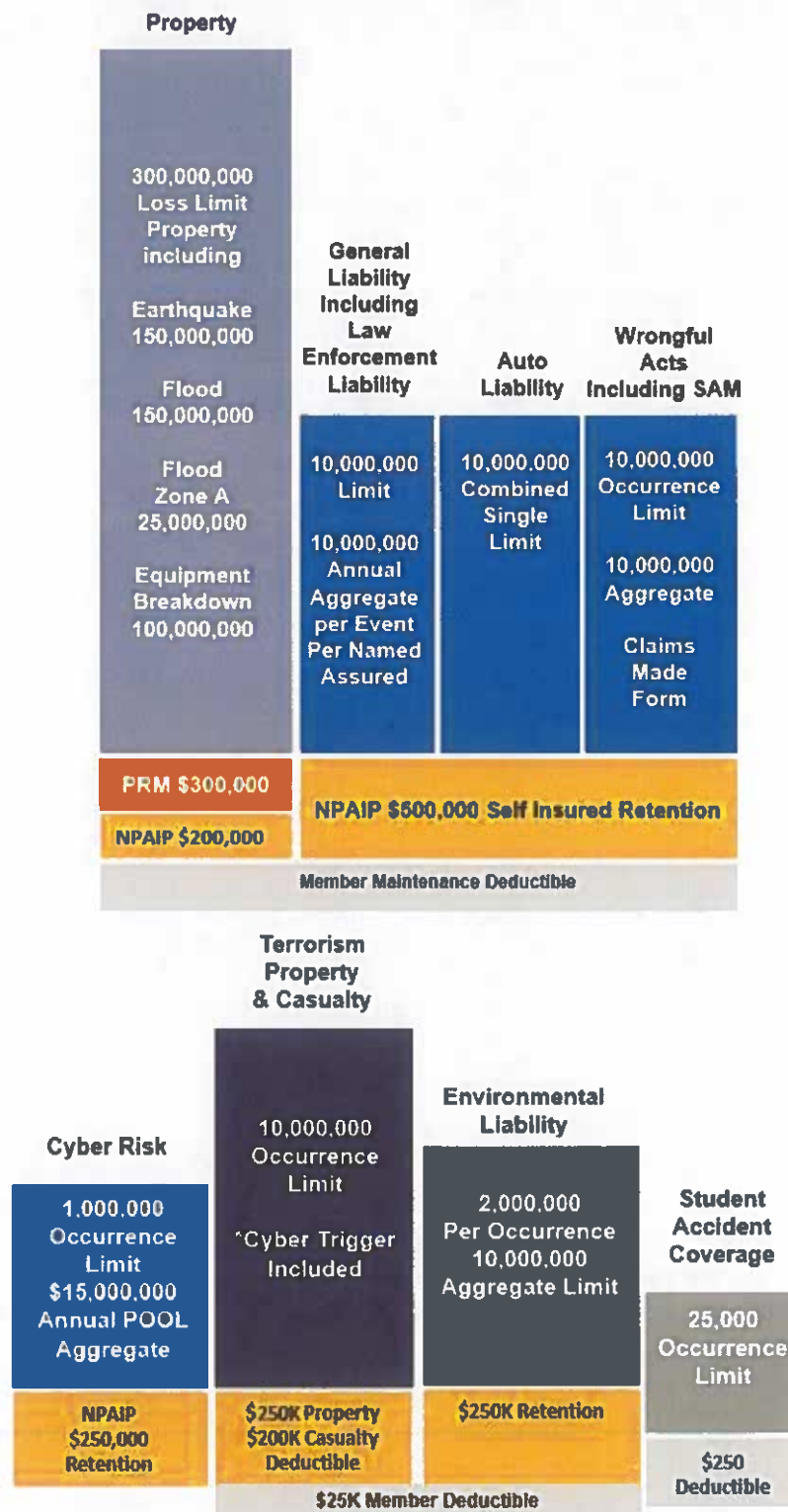
Student Accident insurance provides coverage during the hours and days when school is in session, while participating in school sponsored and supervised activities. Coverage includes participation in Interscholastic Sports; including Football, One Day Field Trips and Overnight Field Trips (no more than 7 consecutive nights). This includes travel directly (uninterruptedly) to and from a regularly scheduled activity with other members as a group. Travel must be supervised by a person authorized by the school. This policy should replace any policy that is currently being purchased or offered to schools and students.

Coverage	Limits and Premium
Accidental Medical Expense: Maximum Benefit	\$25,000
*Deductible Amount	\$250

* Deductible applies to parents' claims expense, not the school district



NPAIP 2024 - 2025 Program Structure





NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

Member Contribution:

Total Cost:	\$214,308.95
Agent Compensation:	\$14,996.36
Total Program Cost Including All POOL Services:	\$229,305.32

****\$1,000 Except Section VI Wrongful Acts \$5,000***



NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

The current market conditions have softened a little over last year and the economic inflation is not as hard felt. With the softening market, contributions are mainly reflecting changes in exposures, such as Total Insured Values, Number of Employees, Amount of Payroll, Number of Law Enforcement, Number of Students, Firefighters, EMT's, and the Number of Vehicles (below is a breakdown of your application exposures year-over-year).

For All Members Property, NPAIP obtained a Flat rate compared to expiring, due to our long-term relationship in the London Market.

Municipality Liability for NPAIP continues to be impacted by adverse loss development related to social inflation, law enforcement and climate change.

The School Liability for NPAIP continues to be impacted by large settlements due to Wrongful Acts including Sexual Abuse and Molestation.

Coverage:

Maintenance Deductible:	See Above
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	2023	2024	Percent (%) Change
Program Cost Comparison	\$215,041.99	\$229,305.32	6.63%

Key Exposures:

	2023	2024	Percent (%) Change
Payroll	\$5,211,146	\$5,604,988	7.56%
Total Insured Values	\$61,422,843	\$66,356,495	8.03%
Auto Count	28	26	-7.14%
Law Enforcement	0	0	0.00%
Employees	114	154	35.09%
EMT's	0	0	0.00%
Student ADA	538	524	-2.60%
Teachers	45	45	0.00%



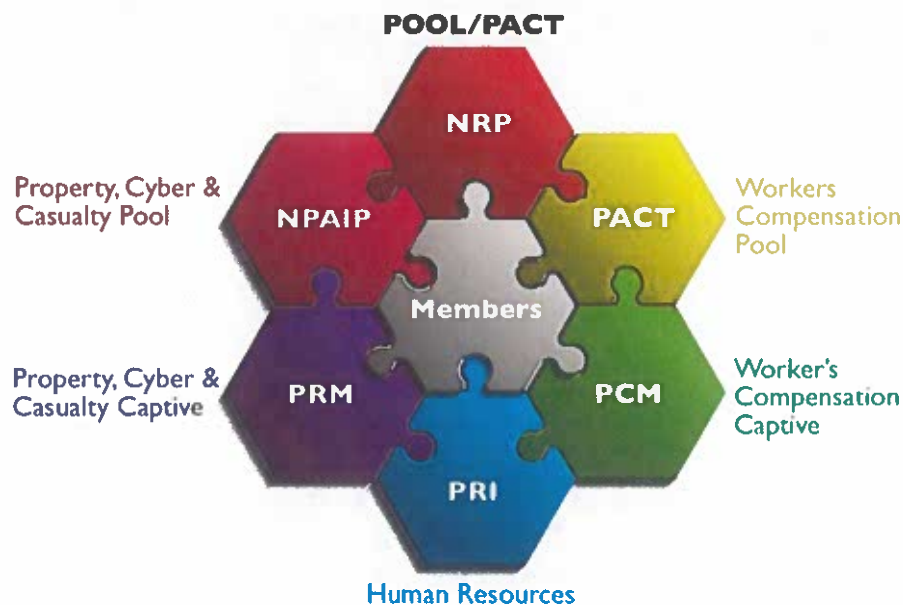
POOL/PACT – HERE FOR YOU

Members Helping Members

In 1987, four Nevada counties formed their own risk sharing pool. Now over thirty years later, the majority of Nevada's public entities remain committed to each other and the mission of their risk pool organization. POOL/PACT continues to excel in providing an unparalleled level of service to our members. Our mission seeks to help members manage their risks so they can serve the public effectively.

The POOL Board is comprised of dedicated, hardworking, and ethical Member leaders focused on public risk management. They continue to do an excellent job of representing the interests of the Member-owners of POOL/PACT.

Our members continue to see great value in being part of POOL/PACT because of extensive services, which keeps membership retention strong. POOL/PACT encourages you to discuss the services we offer with your insurance agent – its valued partner in the POOL program.



POOL Executive Committee

Josh Foli - Chair (Lyon County)
Geof Stark – Director (Churchill County)
Amanda Osborne - Director (Elko County)
Dan Murphy – Vice Chair (Pershing Co.SD)
Gina Rackley – Fiscal Officer (Humboldt Co)
Ann Cyr - Director (Carson City SD)
Scott Lindgren - Director (TDFPD)

PACT Executive Committee

Paul Johnson - Chair (White Pine CSD)
Mike Giles – Vice Chair (City of Lovelock)
Amana Osborne - Trustee (Elko County)
Josh Foli – Fiscal Officer (Lyon County)
Robyn Dunckhorst - Trustee (Humboldt GH)
Paul Sikora - Trustee (Boulder City)
Joe Westerlund – Trustee (Town of Tonopah)



RISK MANAGEMENT BENEFITS AND SERVICES

POOL/PACT LOSS CONTROL COMMITTEE

Develops, administers, and supervises Risk Management policy, procedure, and planning • Supports innovative risk reduction and/or mitigation programs • Develops and administers risk control techniques to reduce the frequency and severity of losses

ENTERPRISE RISK MANAGEMENT EXCELLENCE PROGRAM

A voluntary program developed to assist POOL/PACT members achieve operational excellence in the delivery of public service through effective risk management • Develops understanding of Enterprise Risk Management – that risk management efforts of one department have a direct impact, either positive or negative, on the enterprise as a whole

RISK MANAGEMENT GRANT PROGRAM

Educational Grants supporting risk management education and training opportunities • Risk Management Grants for risk management/mitigation projects or acquisitions • Visit www.poolpact.com/risk-grant.asp for more information

ONLINE SAFETY TRAINING

Active Shooter Response • Asbestos Awareness Training • Aversive Interventions • Back Safety in the Workplace • Bloodborne Pathogens Awareness • The Complex Quadriplex of Lifeguard Blindness • Cybersecurity Awareness • Ransomware Awareness • Defensive Driving • FERPA • GHS - Hazard Communication • Heat-Related Illness • HIPAA Privacy Rule • Lock-Out, Tag-Out • Mandatory Child Abuse Reporting Laws • MRSA Awareness for Correctional Employees • MRSA Awareness in Hospitals • Nevada Ethics in Government Law • Office Ergonomics • Open Meeting Law • OSHA – Rights and Responsibilities • Pool Chemical Safety • Slips, Trips, and Falls • Strip Search Training • Students in Transition • Sub-Administrator Training • Surviving an Active Shooter • Teaching Science Safely • Transporting Students with Special Needs • MSDSonline (SDS management)

LAW ENFORCEMENT AND FIRE PROTECTION

Partnership with Legal Liability Risk Management Institute (LLRMI) to provide Best-practice Road and Detention Operation Policies and Procedures • Detention Facility Assessments and Reports • Team Approach to Address Individual Needs Through Network of Subject Matter Experts in Law Enforcement, Jails/Corrections, Public Safety, and Criminal Justice • TargetSolutions Fire and EMS Training Platform • Mental Health – Fit for Retirement Wellness

SWIMMING POOL SAFETY POLICIES, INSPECTIONS, AND TRAINING

Aquatic Facility Assessment and Report • Annual Aquatic Risk Management Seminar • Best-practice Aquatic Facility Policy and Lifeguard Manual Templates

CYBERSECURITY TRAINING AND POLICIES

Onsite Passive Network Assessments (PNA) • Best-practice Data Security Policy Templates • Quarterly Cybersecurity Hot-Topic Webinars • Annual Cybersecurity Summit • KnowB4 Phishing Awareness Campaigns and Training • KnowB4 Cybersecurity Newsletter • Cyber Incident Response Plan Templates • Individualized Data- and Cybersecurity Advice and Support

SCHOOL DISTRICT EMERGENCY OPERATIONS PLANS, TRAINING, AND POLICIES

NRS-required Emergency Operation Plans (EOP) • Annual EOP updates • Emergency Management and Response Training • School Safety Training based on FEMA Guide for High Quality School Emergency Operations Plans • Hazard and Vulnerability Assessments and Reports

SITE SAFETY INSPECTIONS, TRAININGS, AND AUDITS

Playground & Parks Safety Surveys • Workstation Ergonomic Evaluations • Confined Space Risk Assessments • Facility Surveys • Fire Extinguisher Education • Respirator Fit Testing and Education • CPR/First Aid/AED • Accident Investigation Training • Back Safety and Lifting • Defensive and Distracted Driver Education • Workplace Violence • Personal Protective Equipment • Emergency Preparedness • OSHA Compliance Training • Written Workplace Safety Plan Training • Safety Committee Formation and Operation • Wellness/Health Education and Training

For More Information, Contact:

Marshall Smith, Risk Manager (marshallsmith@poolpact.com) or Jarrod Hickman, Risk Management Specialist (jarrodhickman@poolpact.com); (775) 885-7475; or visit www.poolpact.com.



PROGRAMS AND SERVICES AVAILABLE TO POOL/PACT MEMBERS



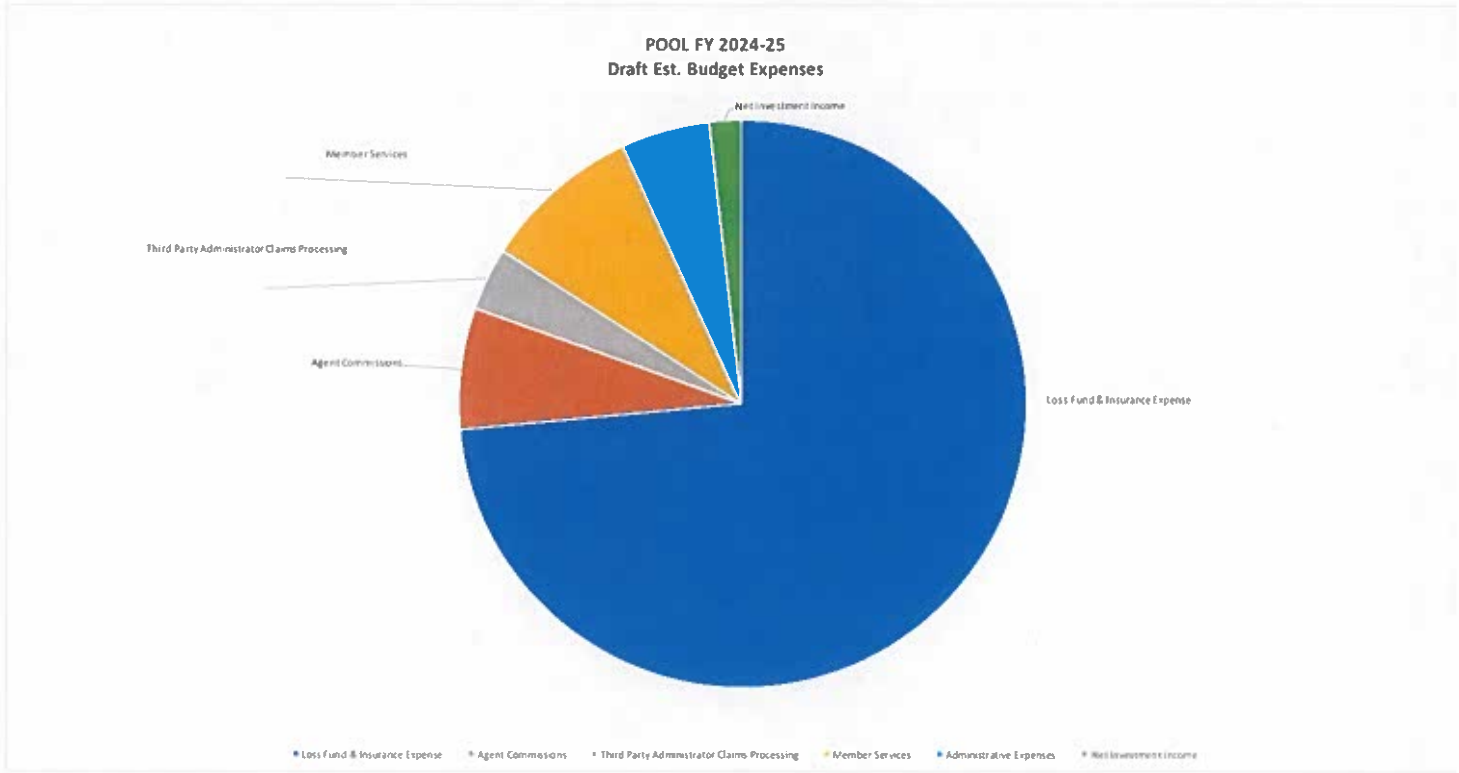
POOL/PACT HUMAN RESOURCES MEMBER SERVICES

A variety of services are offered through POOL/PACT HR. We work with each member individually to address their specific HR-related needs and reduce liability. The basic services include:

- Consultation with members to manage and resolve critical employment-related issues to include identifying options, providing step-by-step guidance, monitoring progress, and answering questions.
- In-person and virtual instructor-led training courses, workshops, and certificate programs.
- eLearning courses available 24/7.
- Webinars on HR-related topics.
- On-site assessments of members' HR practices with recommendations.
- Communication issued as "Alerts" to inform members of significant HR-related law or practice changes.
- On-site HR Briefings tailored to specific needs/requests of members.
- Sample personnel policies which may be adopted for use by members.
- Sample job description templates and numerous HR forms that can be tailored for use by members.
- Salary schedule database available on our website for member reference.
- Summary of HR-related legislation produced each legislative session.
- HR scholarships to assist member HR representatives in attaining nationally recognized HR certifications.
- Annual HR Conference providing HR representatives and CEOs valuable information on communication, leadership, and legal compliance.



POOL 2024-2025 APPROVED BUDGET AND EXPENSES



Pool Budget FY 24-25	Proposed Budget	% Allocation
Loss Fund & Insurance Expense	\$ 22,273,107	78.6%
Agent Commissions	\$ 1,826,871	6.4%
Third Party Administrator Claims Processing	\$ 840,604	3.0%
Member Services	\$ 2,177,451	7.7%
Administrative Expenses	\$ 1,059,471	3.7%
Building Cost	\$ 176,053	0.6%
Total Budget	\$ 28,353,556	100.0%



POOL/PACT CONTACTS

Nevada Risk Pooling (NRP) (775) 885-7475

Wayne Carlson, Executive Director, ext 132
waynecarlson@poolpact.com

Alan Kalt, Chief Financial Officer, ext 128
akalt@poolpact.com

Marshall Smith, Risk Manager, ext 104
marshallsmith@poolpact.com

Jarrold Hickman, Risk Manager, ext 133
jarroldhickman@poolpact.com

Mike Van Houten, eLearning Administrator, ext 101
eLearning@poolpact.com

Stephen Romero, Member Relations Manager, ext 110
stephenromero@poolpact.com

Jennifer Turner, Admin Data Analyst, ext 129
jenniferturner@poolpact.com

Tiffany Garcia, Admin Accounting Technician, ext 125
tiffanygarcia@poolpact.com

Pooling Resources, Inc. (POOL/PACT HR) (775) 887-2240

Stacy Norbeck, General Manager, ext 107
stacynorbeck@poolpact.com

Ashley Creel, Sr. HR Business Partner, ext 105
ashleycreel@poolpact.com

Lessly Monroy, HR Business Partner, ext 108
Lesslymonroy@poolpact.com

Sean Moyle, HR Business Partner, ext 103
seanmoyle@poolpact.com

Kaci KerFeld, HR Business Partner, ext 113
kacikerfeld@poolpact.com

Davies Claims Solutions

Donna Squires, Claims Manager
(775) 329-1181
Donna.squires@Davies-group.com

Margaret Malzahn, WC Claims Supervisor
(775) 329-1181
Margaret.malzahn@Davies-group.com



NPAIP MEMBERSHIP

Counties:

Carson City
Churchill County
Elko County
Esmeralda County
Eureka County
Humboldt County
Lander County
Lincoln County
Lyon County
Mineral County
Pershing County
Storey County
White Pine County

Cities:

Boulder City
City of Caliente
City of Carlin
City of Elko
City of Ely
City of Fernley
City of Lovelock
City of Sparks
City of Wells
City of West Wendover
City of Winnemucca
City of Yerington

Towns:

Town of Gardnerville
Town of Genoa
Town of Minden
Town of Round Mountain
Town of Tonopah

School Districts:

Carson City School District
Churchill County School District
Douglas County School District
Elko County School District
Esmeralda County School District
Eureka County School District
Humboldt County School District
Lander County School District
Lincoln County School District
Lyon County School District
Mineral County School District
Nye County School District
Pershing County School District
Storey County School District
White Pine County School District

Fire Districts:

- Moapa Valley Fire Protection District
- ★ Mt. Charleston Fire Protection District
- North Lake Tahoe Fire Protection District
- North Lyon County Fire Protection District
- Pahranagat Valley Fire District
- Tahoe Douglas Fire Protection District
- Washoe County Fire Suppression
- White Pine Fire District

Others:

Central Nevada Health District
Central Nevada Historical Society
Central Nevada Regional Water Authority
Community Chest, Inc
Consolidated Agencies of Human Services
County Fiscal Officers Association of Nevada
Douglas County Redevelopment Agency
Eight Judicial District
Elko Central Dispatch
Elko Convention & Visitors Authority
Humboldt River Basin Water Authority
Lincoln County Regional Development
Mineral County Housing Authority
Nevada Association of Counties
Nevada Commission for the Reconstruction of the V & T Railway
Nevada League of Cities
Nevada Risk Pooling, Inc.
Nevada Rural Housing Authority
Nevada Volunteers
NevadaWorks
Pooling Resources, Inc.
Regional Transportation Commission of Washoe County
Truckee Meadows Regional Planning Agency
U.S. Board of Water Commissioners
Virginia City Tourism Convention
Western Nevada Regional Youth Center
White Pine County Tourism

Special Districts:

Alamo Water & Sewer District
Amargosa Library District
Baker Water and Sewer
Battle Mountain Hospital
Beatty Library District
Beatty Water & Sanitation District
Canyon General Improvement District
Carson-Truckee Water Conservancy District
Carson Water Subconservancy District
Churchill County Mosquito, Vector and Weed Control District

Special Districts (continue):

Douglas County Mosquito District
Douglas County Sewer
East Fork Swimming Pool District
Elko County Agricultural Association
Elko TV District
Fernley Swimming Pool District
Gardnerville Ranchos General Improvement District
Gerlach General Improvement District
Humboldt General Hospital
Incline Village General Improvement District
Indian Hills General Improvement District
Kingsbury General Improvement District
Lakeridge General Improvement District
Lincoln County Water District
Logan Creek Estates General Improvement District
Lovelock Meadows Water District
Marla Bay General Improvement District
Mason Valley Swimming Pool District
McGill Ruth Sewer and Water
Minden Gardnerville Sanitation District
Moapa Valley Water District
Nevada Association of Conservation Districts
Nevada Association of School Boards
Nevada Association of School Superintendents
Nevada Tahoe Conservation District
Northern Nye County Hospital District
Pahrump Library District
Palomino Valley General Improvement District
Pershing County Water Conservation District
Sierra Estates General Improvement District
Silver Springs General Improvement District
Silver Springs Stagecoach Hospital
Skyland General Improvement District
Smoky Valley Library District
Southern Nevada Area Communication Council
Southern Nevada Health District
Stagecoach General Improvement District
Sun Valley General Improvement District
Tahoe Douglas District
Topaz Ranch General Improvement District
Tahoe Reno Industrial General Improvement District
Tonopah Library District
Truckee Meadows Water Reclamation Facility
Walker Basin Conservancy
Walker River Irrigation District
Washoe County Water Conservation District
West Wendover Recreation District
Western Nevada Development District
White Pine Television District #1
Zephyr Cove General Improvement District
Zephyr Heights General Improvement District

**THANK YOU
FOR YOUR
MEMBERSHIP!**

ACTION ITEM #2

RESPONSE TO CRISIS, EMERGENCY, OR SUICIDE Summary

Limited summary of the School District Emergency Operations Plan Development Committee "SDEOPDC" statutory framework.

Responsibilities and duties of the Board of Trustees "BOT" and SDEOPDC include but are not limited to:

- Definitions: crisis, development committee, emergency, local organization for emergency management, lockdown, public safety agency, public school, school committee, school resource officer, suicide, and other hazards (*See NRS 388.229-2359*)
 - Note SB36 changed the name of the Committee to the "School District Emergency Operations Plan Development Committee," and included "all hazards."
- The board of trustees shall establish the SDEOPDC. (*See NRS 388.241(1)*).
- The membership of the SDEOPDC is specifically designated by statute. (*See NRS 388.241(2-3)*).
 - Note SB36 now requires at least one representative of the county or district board of health in the county in which the school district is located, designated by the county or district board of health; and the parent or legal guardian member, must not be an employee of the school district.
- Responsibility of the SDEOPDC to develop one plan to be used by all the public schools in the district in responding to a crisis, emergency, or suicide plan requirements. (*See NRS 388.243(1)*).
- Each public school must comply with the plan developed by the SDEOPDC. Required submission to and review by DEM and NDE. (*See NRS 388.243(5)*).
- Annual review and update of the plan and related obligations. Posting and training requirements (*See NRS 388.245(1)*).

- Note SB36 now requires posting on internet website maintained by the school.
- Requirements of the School Committee – responsibilities of principals. (*See* NRS 388.247-249).
- DOE Model Plan (*See* NRS 388.253).
- Duty of Principal if crisis, emergency, or suicide occurs at school. (*See* NRS 388.257).
- The plan developed by the SDEOPDC is confidential (*See* NRS 388.259).
- The Open Meeting Law does not apply to the meetings of the SDEOPDC. (*See* 388.261).
 - Note: SB36 provides that the provisions of the Open Meeting Law do not apply to a meeting of:
 1. The SDEOPDC committee, or
 2. The board of trustees of a school district if the meeting concerns the review of a plan submitted pursuant to subsection 3 of NRS 388.243.
- Designation of School Safety Specialist (*See* NRS 388.910).
- Annual Conference – Public Safety in Schools, mandatory attendance (*See* NRS 388.265).
- Block Grants (*See* NRS 388.266).
- Other important topics:
 - SafeVoice NRS 388.1475
 - Handle with Care NRS 388.14553

(District Logo)

**_____ County Emergency Operations District
Development Committee Confidentiality Form**

I acknowledge and understand that as a member of the _____ County School District Emergency Operations Development Committee, that pursuant to NRS 388.259 and NRS 388.261 communications and materials relating to the Emergency Operations Plan, crisis, and emergency response for the _____ County School District are confidential.

Printed name of member of the Committee

Signature

Date: / /

Development Committee Chairperson: Name: _____

Signature: _____

Date: / /

ACTION ITEM #4



Public Employees Retirement System of Nevada
693 W. Nye Lane, Carson City, NV 89703 (775) 687-4200 Fax (775) 687-5131
5740 S. Eastern Ave. Suite 120, Las Vegas, NV 89119 (702) 486-3900 Fax (702) 678-6934
Toll Free 1-866-473-7768 Website: www.nvpers.org Email: nvpers@nvpers.org

Critical Need Position Designation Form

Reemployment of a retired public employee pursuant to NRS 286.523 is limited to positions of extreme need. An employer who desires to employ a retired public employee to fill a position for which there is a critical labor shortage must make the determination of reemployment based upon appropriate and necessary delivery of services to the public. The critical need designation must be made by the designating authority of the agency in an open meeting. The designated authority shall not designate a position for more than 2 years. To be redesignated, the designating authority must consider and make new findings in an open public meeting as to whether the position continues to meet the criteria established by law. PERS will compile the forms received from each designating authority and provide a biennial report to the Interim Retirement and Benefits Committee (IRBC) of the Legislature.

Agency Contact: Hope Blinco Agency Phone: (775) 945-2403

Agency Name: Mineral County School District

Critical Need Position Title: Transportation Supervisor

Effective Date of Critical Need Designation: 6/11/2024

In an open meeting the designating authority shall make findings based upon the below criteria that supports the designation using this form provided by PERS. Before making a designation, the designating authority shall consider all efforts made by the public employer to fill the position through other means. The written findings to be made by the designating authority must include:

History of the rate of turnover for the position: about every 3-5 years. Since the last one left 1 year ago

MCSD split the position however the role being filled on the scheduling/compliance side has resigned

Number of openings for the position and the number of qualified candidates for those openings after all other efforts of recruitment have been exhausted: 1

Length of time the position has been vacant: just over 1 year

Difficulty in filling the position due to special circumstances, including special education or experience required for the position: CDL with S & P Endorsements as well as bus driver trainer

History and success of the efforts to recruit for the position, including advertising, out-of-state recruitment and all other efforts made (include copies of advertising or electronic recruitment notices, specifying targeted geographic areas): advertised in house, local paper, DETR website, NV Rural jobs website

local community board, flyers in businesses around town, job fairs,
word of mouth, Facebook, LinkedIn

ACTION ITEM #5

CTSO

FLSA Status: Exempt
Safety Sensitive: NO

Created: 2/26/2024
Last Revised:

Position Summary

The CTSO (Career and Technical Student Organizations) advisor will be responsible for carrying out all activities of the local chapter, including managing membership, coordinating travel to conferences and events, and integrating CTSO activities directly into the classroom.

This position directly reports to Site Administrator, operating within the requirements set out by the state and national levels of CTSO. Due to the intra-curricular nature of CTSOs, this position should be an educator for the CTE service area the CTSO represents.

Duties & Responsibilities

- Membership & Local Chapter Activities
 - Collect, maintain, and manage all membership, including registering for membership at the state and national levels and paying membership dues by receipt deadlines
 - Integrate CTSO activities into the classroom to ensure intra-curricular elements are supported
 - Act as the main point of contact for the state and national level associations
 - Connect with local business and industry to support local chapter functions
 - Share updates from the CTSO state and national levels with student members, parents, and school leadership
 - Manage the election and training of a local chapter officer team
 - Provide leadership and oversight of local chapter meetings
 - Facilitate the development of a chapter program of work (POW) that outlines chapter goals and activities for the year
 - Manage and oversee regular local chapter fundraisers, meeting Student Activity Fund guidance
 - Manage and oversee regular local chapter community service/service learning projects
- Conferences, Events & Competitions
 - Manage student and advisor registration for regional, state, and national events
 - Coordinate all travel arrangements to and from conferences and events in accordance to school guidelines
 - Accompany students and serve in a supervisory role for their attendance at conferences and events
 - Share information on competitive events and competitions with student members
 - Register, prepare, and support student members participating in competitive events
- Submit all required forms and documents to the state and national level associations
- Complete all required payment requests with school leadership to meet budgetary requirements and payments are completed by all appropriate deadlines

- Ensure compliance with Iowa Perkins V guidance for CTSO development and financial claims
- Perform other duties as assigned

QUALIFICATIONS FOR EMPLOYMENT:

Knowledge, Skills, and Abilities: (KSAs are the attributes required to perform a job; generally demonstrated through qualifying experience, education, or training.) To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. To be highly qualified for this position the applicant must be able to perform secondary functions satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Applicants must be able to withstand the State of Nevada law enforcement background check.

Knowledge of:

- Professional development
- Community service
- Employment
- Ways and Means
- SkillsUSA Championships
- Public relations
- Social activities
- Effective training and organizational practices.

Skill to:

- Demonstrate how to prepare course materials, homework assignments, and handouts;
- Communicate effectively both written and orally;
- Participate as an active member with other faculty and staff;
- Think and act quickly and calmly in emergencies; and
- Establish and communicate clear objectives for all lessons, units, and projects.

Ability to

- Work cooperatively with students, parents, peers, administration, and community members;
- Guide the learning process toward achievement of curriculum goals;
- Employ a variety of instructional techniques and strategies aligned with instructional objectives, in order to meet the needs of all students;
- Maintain accurate and complete records as required by law and district policy; and
- Maintain and improve professional competence.

EXPERIENCE AND TRAINING: Advisor must be a post-secondary teacher, teacher-coordinator, teacher-educator, friend of Business Professionals of America, corporate

sponsor, or others at the certificate, associate, baccalaureate, or post-baccalaureate level willing to contribute to Business Professionals of America growth and development.

PHYSICAL REQUIREMENTS: Strength, dexterity, and coordination to use keyboard and video display terminal for prolonged periods. Strength and stamina to bend, stoop, sit, and stand for long periods of time. Dexterity and coordination to handle files and single pieces of paper; occasional lifting of files, stacks of paper or reports, references, and other materials. Some reaching for items above and below desk level. Some reaching, bending, squatting, and stooping to access files and records is necessary. The manual dexterity and cognitive ability to operate a personal computer using word processing and databases. The ability to interact professionally, communicate effectively, and exchange information accurately with all internal and external customers. Light lifting (up to 25 pounds) is occasionally required.

In compliance with applicable disability laws, reasonable accommodations may be provided for qualified individuals with a disability who require and request such accommodations. Incumbents and individuals who have been offered employment are encouraged to discuss potential accommodations with the employer.

WORKING CONDITION: The work environment characteristics described here are representative of those an employee may encounter while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed under the following conditions:

Exposure to climate controlled classroom settings to outside weather with temperatures ranging from mild/moderate to extreme cold/heat. May involve exposure to noise levels ranging from moderate to very loud and occasional to frequent time periods. May involve work in crowded environments.

Hazards: Classroom furniture, playground/office equipment, communicable diseases, chemicals (as related to specific assignment), and power/hand operated equipment and machinery (as related to specific assignment).

I have read and understand this explanation and job description.

Signature: _____

Date: _____

Union Signature _____

Date: _____

Superintendent Signature: _____

Date: _____

Test Director

FLSA Status: Exempt
Safety Sensitive: NO

Created: 3/5/2024
Last Revised:

DEFINITION: The Test Director is hired by the school district superintendent and refers to the individual who represents the entire school district on all matters of testing.

ESSENTIAL FUNCTIONS: (Performance of these functions is the primary role of this position. Assigned job tasks/duties are not limited to the essential functions).

- Serving as a liaison between the local school district and the Nevada Department of Education
- Assisting the local board of trustees in the development of a district test security plan
- Organizing the district testing calendar
- Ensuring that school principals and school test coordinators are adequately trained and informed of all relevant test administration guidelines and procedures
- Disseminating and collecting testing materials
- Ensuring that students are taking the assessment in accordance with test security and test administration procedures
- Following up on unusual behavior or activity on the part of the students
- Assuming primary responsibility for ensuring that applicable time limits are being adhered to
- Creation and maintenance of a yearly testing schedule (ACT, SAT, MAPS, Etc.) to be shared with all testing coordinators and administration
- Ensuring that school principals and school test coordinators are adequately trained and informed of all relevant test administration guidelines and procedures
- Disseminating and collecting testing materials

QUALIFICATIONS FOR EMPLOYMENT:

Knowledge, Skills, and Abilities: (KSAs are the attributes required to perform a job; generally demonstrated through qualifying experience, education, or training.) To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. To be highly qualified for this position the applicant must be able to perform secondary functions satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Applicants must be able to withstand the State of Nevada law enforcement background check.

Knowledge of:

- NDE Testing Terms & Definitions
- NDE reporting and investigation of test irregularities
- State & Federal testing types (WIDA, MAPS, SBAC, ELA, NWEA etc.)
- Testing windows rules, regulations and submission processes
- Different computer programs necessary for testing

Skill to:

- Present assessment results to various audiences using clear and effective communication tools to ensure understanding, can explain technical information in layman terms.
- Exhibit high personal motivation, energy, and enthusiasm; set high performance standards of self and others.
- Motivate others and design activities to assist others in meeting organizational goals and demonstrate skills in facilitation of groups to accomplish tasks and to make decisions.
- Foster an environment that focuses on quality results while motivating, developing, and supporting a diverse staff, encouraging continuous improvement, and working effectively as a member of a diverse team.
- Follow oral and written instructions

Ability to

- Work collaboratively and positively with a variety of staff and administrators while assisting them to use data to improve student learning.
- Demonstrate respect for diverse students and staff populations.
- Be receptive to new ideas and change, and commit to personal and professional development.
- Work collaboratively with staff - Establish and maintain effective working relationships
- Effectively communicate orally & in writing
- Exercise independence, judgment and problem solving skills
- Possess a sense of vision and project that sense, involving others in accomplishing goals and solving problems, and interacting with diverse groups successfully.
- Maintain confidentiality of privileged and/or sensitive information
- Ability to travel between sites and work a flexible schedule

EXPERIENCE AND TRAINING: Must possess or be able to acquire a Nevada teaching license or Nevada substitute license issued by the Nevada Department of Education.

Any combination of training, education, and experience that would provide the required knowledge, skills, and abilities. A typical way to gain the required knowledge, skills, and abilities is:

- Bachelor's degree from an accredited college/university with major coursework in education or a related field. or
- Verifiable experience as a testing director/testing coordinator will be considered in lieu of a BA

PHYSICAL REQUIREMENTS: Strength, dexterity, and coordination to use keyboard and video display terminal for prolonged periods. Strength and stamina to bend, stoop, sit, and stand for long periods of time. Dexterity and coordination to handle files and single pieces of paper;

occasional lifting of files, stacks of paper or reports, references, and other materials. Some reaching for items above and below desk level. Some reaching, bending, squatting, and stooping to access files and records is necessary. The manual dexterity and cognitive ability to operate a personal computer using word processing and databases. The ability to interact professionally, communicate effectively, and exchange information accurately with all internal and external customers. Light lifting (up to 25 pounds) is occasionally required.

In compliance with applicable disability laws, reasonable accommodations may be provided for qualified individuals with a disability who require and request such accommodations. Incumbents and individuals who have been offered employment are encouraged to discuss potential accommodations with the employer.

WORKING CONDITION: The work environment characteristics described here are representative of those an employee may encounter while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed under the following conditions:

Exposure to climate controlled classroom settings with temperatures ranging from mild/moderate to extreme cold/heat. May involve work in crowded environments.

Hazards: Classroom furniture/office equipment, communicable diseases

I have read and understand this explanation and job description.

Signature: _____

Date: _____

Union Signature _____

Date: _____

Superintendent Signature: _____

Date: _____

Test Coordinator

FLSA Status: Exempt
Safety Sensitive: NO

Created: 3/5/2024
Last Revised:

DEFINITION: is the school principal or a licensed individual appointed by the school principal and refers to the person who represents the school on all matters of testing.

Although school principals may delegate testing responsibilities to a school test coordinator, the school principal assumes final responsibility for the proper training and administration of all state-mandated testing.

ESSENTIAL FUNCTIONS: (Performance of these functions is the primary role of this position. Assigned job tasks/duties are not limited to the essential functions).

- Assisting the school principal by serving as a liaison between the school and the district test director
- Assisting the school principal in the development of school test administration procedures
- Assisting the school principal in providing annual training for school officials involved in test administration
- Assisting the school principal in organizing the test schedule
- Assisting the school principal/test Director in the dissemination and collection of test materials
- Assisting the school principal in assigning school officials to administer or proctor the assessments
- Administering the assessment to an assigned group of students in accordance with all test security and test administration procedures
- Assuming primary responsibility for the verification of the identity and eligibility of each student participating in the assessment (in accordance with procedures outlined in the district test security plan)
- Assuming primary responsibility for the dissemination and collection of each student's test materials
- Assuming primary responsibility for the supervision of students during their participation in the assessment
- Ensuring that students are taking the assessment in accordance with test security and test administration procedures
- Following up on unusual behavior or activity on the part of the students
- Assuming primary responsibility for ensuring that applicable time limits are being adhered to

QUALIFICATIONS FOR EMPLOYMENT:

Knowledge, Skills, and Abilities: (KSAs are the attributes required to perform a job; generally demonstrated through qualifying experience, education, or training.) To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. To be highly qualified for this position the applicant must be able to perform secondary functions satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Applicants must be able to withstand the State of Nevada law enforcement background check.

Knowledge of:

- NDE Testing Terms & Definitions
- NDE reporting and investigation of test irregularities
- State & Federal testing types (WIDA, MAPS, SBAC, ELA, NWEA, CTE etc.)
- Testing windows rules, regulations and submission processes
- Different computer programs necessary for testing

Skill to:

- Exhibit high personal motivation, energy, and enthusiasm; set high performance standards of self and others.
- Motivate others and design activities to assist others in meeting organizational goals and demonstrate skills in facilitation of groups to accomplish tasks and to make decisions.
- Foster an environment that focuses on quality results while motivating, developing, and supporting a diverse staff, encouraging continuous improvement, and working effectively as a member of a diverse team.
- Follow oral and written instructions

Ability to

- Work collaboratively and positively with a variety of staff and administrators while assisting them to use data to improve student learning.
- Demonstrate respect for diverse students and staff populations.
- Be receptive to new ideas and change, and commit to personal and professional development.
- Work collaboratively with staff - Establish and maintain effective working relationships
- Effectively communicate orally & in writing
- Exercise independence, judgment and problem solving skills
- Possess a sense of vision and project that sense, involving others in accomplishing goals and solving problems, and interacting with diverse groups successfully.
- Maintain confidentiality of privileged and/or sensitive information

EXPERIENCE AND TRAINING: Must possess or be able to acquire a Nevada teaching license or a Nevada Substitute License issued by the Nevada Department of Education. Any combination of training, education, and experience that would provide the required knowledge, skills, and abilities. A typical way to gain the required knowledge, skills, and abilities is:

- To have provided the duties of a school coordinator for at least two years.
- Verifiable experience as a testing coordinator will be considered in lieu of a license under the direct supervision of the testing director and site principal
- Experience completing the assigned duties for at least two years.

PHYSICAL REQUIREMENTS: Strength, dexterity, and coordination to use keyboard and video display terminal for prolonged periods. Strength and stamina to bend, stoop, sit, and stand for long periods of time. Dexterity and coordination to handle files and single pieces of paper; occasional lifting of files, stacks of paper or reports, references, and other materials. Some reaching for items above and below desk level. Some reaching, bending, squatting, and stooping to access files and records is necessary. The manual dexterity and cognitive ability to operate a personal computer using word processing and databases. The ability to interact professionally, communicate effectively, and exchange information accurately with all internal and external customers. Light lifting (up to 25 pounds) is occasionally required.

In compliance with applicable disability laws, reasonable accommodations may be provided for qualified individuals with a disability who require and request such accommodations. Incumbents and individuals who have been offered employment are encouraged to discuss potential accommodations with the employer.

WORKING CONDITION: The work environment characteristics described here are representative of those an employee may encounter while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed under the following conditions:

Exposure to climate controlled classroom settings with temperatures ranging from mild/moderate to extreme cold/heat. May involve work in crowded environments.

Hazards: Classroom furniture/office equipment, communicable diseases

I have read and understand this explanation and job description.

Signature: _____

Date: _____

Union Signature _____

Date: _____

Superintendent Signature: _____

Date: _____

Elementary Esport Advisor

FLSA Status: Exempt

Safety Sensitive: Yes

Created: 5/14/2024

Last Revised:

DEFINITION: Creates a fun & inclusive environment where students can explore and enjoy various esports, card games, and board games. This role involves organizing and overseeing club activities, fostering teamwork, promoting good sportsmanship, and requires proficiency in computer and networking skills for setting up and running gaming systems for student grade levels 4, 5 & 6th.

DISTINGUISHING CHARACTERISTICS:

ESSENTIAL FUNCTIONS: *(Performance of these functions is the reason the job exists. Assigned job tasks/duties are not limited to the essential functions).*

- Plan and coordinate and supervise regular club meetings and activities, ensuring a well-rounded gaming experience for all participants.
- Develop a schedule for esports, card games, and board game sessions taking into account the interests and preferences of the students. Coordinates activities with the school calendar.
- Provide basic instruction and guidance on gameplay, rules, and strategies to the students fostering skill development and understanding.
- Encouraging and facilitating a diverse and inclusive club atmosphere, welcoming students of all skill levels and backgrounds.
- Foster an environment where everyone feels valued, respected and promotes teamwork and collaboration, ensuring a safe and respectful environment for all participants.
- Provides technical expertise in coaching the assigned esport activity.
- Upholds board policies and follows administrative procedures.
- Promotes a favorable image of the school district. Encourages community partnerships that enhance district programs and services.
- Works with the athletic director/site administrator to evaluate program needs. Requisitions program supplies and equipment. Promotes the proper use and care of school property, maintaining accurate and up to date records.
- Reviews procedures, schedules, coaches handbook and student handbooks before the start of the season.
- Attends all mandatory programs (e.g., rules interpretation, first aid/CPR training, etc.).
- Encourages student involvement in program activities. Helps parents and students understand program objectives and risks. Explains student responsibilities (e.g., scholastic eligibility, parental permission, training/performance schedules, optional insurance coverage, waiver forms, etc.).
- Maintains accurate records and submits reports on time.
- Respects personal privacy. Maintains the confidentiality of privileged information.
- Avoids public criticism of training/coaching methods used by other individuals.
- Assists with the optional student insurance program when offered. Maintains information as directed.

- Supervises athletes, providing a safe physical environment, providing and maintaining safe and adequate equipment. Teaches precautions and procedures to help students prevent injuries. Ensures that medical authorization forms are on file and readily available. Evaluate for injury and initial medical response. Promptly documents all injuries that require medical attention. Does not leave students unsupervised.
- Evaluates individual and team performance. Prepares statistics. Develops and refines game strategies.
- Utilize computer and networking skills to set up and maintain gaming systems, ensuring a smooth and reliable gaming experience.
- Utilize knowledge of computer and networking skills as well as gaming system rebuilds to ignite the desire of students to participate in gaming system rebuilds.
- Troubleshoot technical issues and provide assistance to students with the operation of gaming equipment.
- Recruits, trains, and supervises student managers, trainers, and scouts.
- Helps the athletic director/site administrator secure personnel for home games.
- Provides guidance, communicates high expectations, and shows an active interest in student progress. Promotes academic success as an important priority for all students.
- Maintains high standards and upholds the student conduct code.
- Reports student discipline problems, vandalism, and other related concerns.
- Verifies that participants have fulfilled all requirements for awards, and/or certificates. Participates in student recognition programs.
- Assigns and keeps track of athletic equipment issued to students and staff.
- Helps arrange transportation and lodging for sanctioned activities.
- Obtains permission to be away when duties conflict with other assigned duties.
- Watch for student behavior that may indicate a problem (e.g., profanity, teasing, bullying, distress, etc.). Intervenes and/or reports concerns to an administrator.
- Reports evidence of suspected child abuse as required by law.
- Monitors innovations, evaluates activities, and recommends program improvements.
- Works closely with the athletic boosters association.
- Supervises approved fund raising projects. Works with the athletic director/site administrator to ensure that all financial activities are processed through the proper student activity account.
- Participates in national, state, and/or regional activities that advance district goals.
- Participates in staff meetings and professional growth opportunities as directed.
- Accepts personal responsibility for decisions and conduct.
- Strives to develop rapport and serve as a positive role model for others.
- Performs other specific job-related duties as directed.
- Consistently demonstrate effective problem solving skills.
- Makes all job-related decisions based on the needs of the students and district based as identified in policy and by supervisor.

QUALIFICATIONS FOR EMPLOYMENT:

Knowledge, Skills, and Abilities: (KSAs are the attributes required to perform a job; generally demonstrated through qualifying experience, education, or training.)

- Complies with drug-free workplace rules and board policies.
- Relevant coaching experience.
- Completion of all pupil activity supervisor validation requirements.
- Knowledgeable about interscholastic athletic program regulations.
- Applicants must be able to withstand a State of Nevada law enforcement background check.

Knowledge of:

- NIAA rules and regulations
- District policies
- Interscholastic athletic program regulations
- Variety of esports, card games and board games suitable for elementary school levels
- Understanding the elementary school dynamics

Skill to:

- strong computer and networking skills

Ability to:

- Demonstrates professionalism and contributes to a positive work environment.
- Create a welcoming and inclusive environment for students of diverse backgrounds and skill levels.
- Organizes tasks and manages time effectively.
- Skillfully manages individual, group, and organizational interactions.
- Effectively uses verbal, nonverbal, writing, and listening skills.
- Averts problem situations and intervenes to resolve conflicts.
- Exhibits consistency, resourcefulness, and resilience.
- Exercises self-control and perseverance when dealing with students.
- Completes paperwork accurately. Verifies and correctly enters data.
- Maintains an acceptable attendance record and is punctual.
- Motivates students

Required Certifications and Licenses**Required**

First Aid

Desired

- A valid elementary or secondary certificate or verifiable experience as a with computers and networking skills will be considered in lieu of a BA
- Knowledge of gaming systems, old and new

Physical and Mental Requirements:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

WORK ENVIRONMENT & JOB RISK FACTORS

Exposure to the following situations may range from remote to frequent based on Conditions: circumstances and factors that may not be predictable.

- Duties may require bending, crouching, kneeling, reaching, sitting and standing.
- Duties may require lifting, carrying, and moving work-related supplies/equipment.
- Duties may require operating and/or riding in a vehicle.
- Duties may require traveling to meetings and work assignments.
- Duties may require wearing protective clothing and using safety equipment.
- Duties may require working extended hours.
- Duties may require working under time constraints to meet deadlines.
- Potential for exposure to adverse weather conditions and temperature extremes.

BloodBorne Pathogens: An encounter with blood or other bodily fluids may occur in this line of work, you will be expected to know and follow the safety steps in the safety training provided. Preventative inoculations are encouraged; for employees covered under MCSD health insurance, this cost would be covered as a preventative measure. For those not covered by MCSD insurance, Mineral County Public Health Nurse offers many of these inoculations for a minimal fee.

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Blood-Borne Pathogens: An encounter with blood or other bodily fluids may occur in this line of work. You will be expected to know and follow the safety steps in the safety training provided annually.

Employee's Acknowledgment: I acknowledge that I have read the above job description and have received a copy for my records.

Employee's Signature

Date Signed

ACTION ITEM #6

Suzanne Roepke Ph. D
School Psychologist

Scope of Work or Description of Services

- Conduct psycho-educational assessments, including cognitive abilities, social-emotional functioning, sensory-motor, adaptive behavior, and academic skills, to evaluate special needs following state and federal mandates.
- Conduct classroom observations to identify and analyze educational, behavioral, and/or emotional issues requiring specialized plans for improvement.
- Interview classroom teachers, administrators, and paraprofessionals working directly with the evaluated student
- Conduct classroom observations to identify and analyze educational, behavioral, and/or emotional issues.
- Confer with staff on an as-needed basis regarding the student's educational progress, placements, and behavior
- Report preparation through the analysis, interpretation, and summarization of test results, observations, and health and developmental information; prepare and make recommendations based on results.
- Presentation of report findings, interpreting psycho-educational evaluation results and developing recommendations for appropriate goals and objectives with teachers and other IEP members during meetings scheduled by Mineral County School District personnel.
- Advise teachers, administrators, and other school staff on improving student motivation, learning, and social-emotional development.
- Provide other related duties to support student academic and/or mental health, such as psychological counseling and crisis counseling

Detail or Explanation of Cost and Timelines

School Year 2024-2025

Hours / Days	Service	Details of Cost	Travel and Misc. Cost
TBD by the psychologist and the MCSD administration. A schedule should be submitted each quarter and approved by the MCSD administration. Estimated 60 days – 3 days every other week or as agreed upon by psychologist and MCSD.	Psychological Services outlined above.	\$885.00 per day for 8 hours \$110.62 per hour On campus, time should be billed by the day. Work from home will be billed either by the day or hourly.	\$500.00 monthly for all gas, mileage, maintenance, and malpractice insurance. (10 months) MCSD is to pay for the overnight lodge at the El Capitan Travel Lodge (2 nights per week, 4 nights per month, 40 nights total) - Direct billed to District. <i>This cost is separate from the proposal.</i>
		\$53,100.00	\$5,000.00
Contract Not to Exceed: \$58,100.00 <i>Additional costs may occur if services such as report writing must be completed at home and above and beyond this contracted amount. This will be billed at the hourly rate outlined above.</i>			

These estimates can be adjusted based on mutual agreement between Dr. Roepke and MCSD Administration.

Respectful Submitted,

Suzanne Roepke, Ph. D
School Psychologist



Mineral County School District Contractor Agreement

This Agreement is made effective as of 8/13/2024 by and between Mineral County School District, of 751 A Street P.O. Box 1540, Hawthorne, Nevada 89415, and Suzanne Roepke, Ph.D. of 398 Mt. Tom Rd. Bishop, CA 93514.

In this Agreement, the party contracting to receive services shall be referred to as "MCSD," and the party providing the services shall be referred to as "Contractor."

The Contractor has a background as a School Psychologist and is willing to provide services to MCSD based on this background.

Contractors providing services that require licensure or certification must provide evidence of current licensure or certification. This contract with MCSD requires the contractor to hold and maintain any necessary license or certificate.

MCSD desires to have services provided by the Contractor.

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Beginning on or around August 13, 2024, The Contractor will provide the services (collectively, the "Services") as referenced in the **attached Proposal**.

2. PERFORMANCE OF SERVICES. The Contractor and MCSD administration will determine how the Services will be performed and the Contractor's specific hours. MCSD will rely on the Contractor to work as many hours as possible to fulfill the Contractor's obligations under this Agreement.

3. PAYMENT. MCSD will pay the Contractor for the services outlined in the attached proposal. This fee shall be payable monthly in a lump sum upon completion of the Services. The Contractor shall provide a breakdown of services rendered to MCSD through a software system to permit MCSD to determine that the Services required under this Agreement have been completed satisfactorily. Upon MCSD's determination that Services have been conducted, payment will be processed.

4. EXPENSE REIMBURSEMENT. The Contractor shall pay all "out-of-pocket" expenses and shall not be entitled to reimbursement from MCSD for such costs unless specifically detailed within this agreement or the attached proposal.

"Out-of-Pocket" expenses generally mean any cost the Contractor occurs associated with the scope of work as detailed in this agreement and any attachments. These include travel to and from the district and related housing and food costs while delivering agreed-upon service. "Out-of-Pocket" expenses include COVID-19-related expenses, such as Personal Protective Equipment (PPE), sanitizer, plexiglass, and disinfectant used to prevent the spread of the COVID-19 virus.



Mineral County School District

Contractor Agreement

5. NEW PROJECT APPROVAL. The Contractor and MCSD recognize that the Contractor's Services will include working on various projects for MCSD. The Contractor shall obtain MCSD's approval before commencing the new project.

6. TERM/TERMINATION. The Contractor or MCSD may terminate this Agreement for any reason, without cause, upon 14 calendar days written notice to the other Party to this Agreement. In the event of termination under this clause, MCSD shall pay The Contractor any fees due and payable for any Services completed, up to and including the termination date. During the notice period, the Contractor shall continue to provide their Services under this Agreement and co-operate to provide any reasonable assistance requested of the Contractor and to help ensure the smooth transition of their responsibilities under this Agreement to other independent contractors or other persons, as directed by MCSD. As this Agreement may be terminated without cause, the Contractor expressly agrees that they have no reasonable expectation in the continued existence of this agreement and the relationship between the contracting parties described therein.

7. RELATIONSHIP OF PARTIES. The parties understand that the Contractor is an independent contractor for MCSD and not an employee of MCSD. The Contractor is not required to work exclusively for MCSD. Notwithstanding the exercise of any control necessary to comply with any statutory, regulatory, or contractual obligations, the Contractor has control and discretion over the means and manner of the performance of any work. MCSD will not provide fringe benefits for the Contractor's use, including health insurance, paid vacation, or any other employee benefit. MCSD will not be responsible for withholding, producing, or remitting any income, payroll, or other federal, state, or local taxes, making any insurance or social security program contributions or other unemployment or disability insurance contributions, or obtaining or contributing to workers' compensation insurance on the Contractor's behalf.

8. EMPLOYEES. The Contractor's employees, if any, who perform services for MCSD under this Agreement shall also be bound by the provisions of this Agreement. At the request of MCSD, the Contractor shall provide adequate evidence that such persons are the Contractor's employees.

9. INJURIES AND INSURANCE. The Contractor acknowledges the Contractor's obligation to obtain appropriate insurance coverage for the Contractor's benefit (and the Contractor's employees, if any). The Contractor waives any rights to recovery from MCSD for any injuries that the Contractor (and Contractor's employees) may sustain while performing services under this Agreement and that result from the negligence of the Contractor or Contractor's employees.

10. MUTUAL INDEMNIFICATION. The Contractor agrees to defend, indemnify, and hold harmless MCSD from all claims, losses, expenses, and fees, including attorney fees, costs, and judgments that may be asserted against MCSD that result from or arise out of the acts or omissions of the Contractor, the Contractor's employees, if any, and the Contractor's agents. MCSD agrees to defend, indemnify, and hold harmless the Contractor from all claims, losses, expenses, and fees, including attorney fees, costs, and judgments that may be asserted against the Contractor that result from or arise out of the acts or omissions of MCSD, MCSD's employees, if any, and MCSD's agents.



Mineral County School District

Contractor Agreement

11. INTELLECTUAL PROPERTY. The following provisions shall apply concerning copyrightable works, ideas, discoveries, inventions, applications for patents, and patents (collectively, "Intellectual Property"):

Contractor's Intellectual Property. The Contractor does not personally hold any interest in any Intellectual Property.

12. OWNERSHIP OF SOCIAL MEDIA CONTACTS. Any social media contacts, including "followers" or "friends," that are acquired through accounts (including, but not limited to, email addresses, blogs, Twitter, Facebook, YouTube, or other social media networks) used or created on behalf of MCSD are the property of MCSD.

13. CONFIDENTIALITY. MCSD recognizes that the Contractor has and will have the following information: proprietary information (collectively, "Information"), which are valuable, memorable, and unique assets of Mineral County School District and need to be protected from improper disclosure. In consideration for the disclosure of the Information, the Contractor agrees that the Contractor will not at any time or in any manner, either directly or indirectly, use any Information for the Contractor's benefit or divulge, disclose, or communicate in any way any Information to any third party without the prior written consent of MCSD. The Contractor will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

Nothing in this Agreement shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation or under the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of exposure required by such law, regulation, or order. The Contractor agrees to provide written notice of any such order to an authorized officer of MCSD within 5 calendar days of receiving such order, but in any event sufficiently in advance of making any disclosure to permit MCSD to contest the order or seek confidentiality protections, as determined in MCSD's sole discretion.

14. CONFIDENTIALITY AFTER TERMINATION. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

15. RETURN OF RECORDS. Upon termination of this Agreement, the Contractor shall deliver all records, notes, protocols, data, memoranda, models, and equipment of any nature that are in the Contractor's possession or under the Contractor's control and that are MCSD's property or relate to MCSD's business.

16. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:



Mineral County School District Contractor Agreement

IF for MCSD:

Mineral County School District
Stephanie Keuhey
Superintendent
751 A Street P.O. Box 1540
Hawthorne, Nevada 89415

IF for Contractor:

Suzanne Roepke
School Psychologist
398 Mt. Tom Rd. Bishop, CA 93514

Either party may change such address occasionally by providing written notice to the other in the manner set forth above.

17. ENTIRE AGREEMENT. This Agreement, together with any other documents incorporated by reference and related exhibits and schedules, contains the parties' entire agreement, and there are no other promises or conditions in any other agreement, whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

18. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

19. SEVERABILITY. If any provision of this Agreement shall be held invalid or unenforceable for any reason, the remaining provisions shall remain valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable but that by limiting such provision, it will become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so determined.

20. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

21. APPLICABLE LAW. The laws of the State of Nevada shall govern this Agreement.

22. INTERRUPTION OF SERVICE. Either party shall be excused from any delay or failure in performance required hereunder if caused because of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, laws proclamations, edits, ordinances, or regulations, strikes, lockouts or severe other labor disputes, riots, earthquakes, floods, explosions, or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the period equal to the period of such



Mineral County School District Contractor Agreement

excusable interruption. When such events have abated, the party's obligations hereunder shall resume. If the interruption of the excused party's obligations continues for over thirty (30) days, either party shall have the right to terminate this Agreement upon ten (10) days prior written notice to the other party.

23. ASSIGNMENT. The Contractor agrees that it will not assign, sell, transfer, delegate, or otherwise dispose of any rights or obligations under this Agreement without the prior written consent of MCSD. Any purported assignment, transfer, or delegation shall be null and void. Nothing in this Agreement shall prevent the consolidation of MCSD with, or its merger into, any other corporation, or the sale by MCSD of all or substantially all of its properties or assets, or the assignment by MCSD of this Agreement and the performance of its obligations hereunder to any successor in interest or any Affiliated Company. Subject to the preceding, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors, and permitted assigns. It shall not benefit any person or entity other than those enumerated above.

Assignment. The Contractor shall not assign, delegate, or subcontract any rights or obligations under this Agreement without MCSD's written consent. Any assignment in violation of the preceding shall be deemed null and void. MCSD may freely assign its rights and obligations under this Agreement at any time. Subject to the limits on assignment stated above, this Agreement will inure to the benefit of, be binding on, and be enforceable against each of the Parties and their respective successors and assigns.

24. SIGNATORIES. This Agreement shall be signed on behalf of MCSD by Stephanie Keuhey, Superintendent, and on behalf of the Contractor by Suzanne Roepke, position School Psychologist, and effective as of the date first above written. This Agreement may be executed in multiple counterparts and by electronic or facsimile signature, each of which shall be deemed an original and constitute one instrument.

Party receiving services:
Mineral County School District

By: _____
Stephanie Keuhey

Date: _____

Party providing services:

By: _____
Suzanne Roepke

Date: _____

Proposal for Vision Services 2024-2025

All About Vision LLC

Sylvia Leggett – Vision Specialist

Scope of Work or Description of Services

- Evaluate the individual needs of the student and create a specific program to meet these needs, which may be academic and/or social
- Evaluate and make periodic reports on the academic achievement and personal adjustment of the visually impaired student in cooperation with the regular classroom teacher and principal
- Consult regularly with classroom teachers in planning the instructional program for students with visual impairments
- Confer frequently with parents and school staff members on each student's progress
- Provide appropriate physical and psychological environments to establish and reinforce acceptable student behavior, attitudes, social skills, and self-image
- Conduct assessment and evaluation of students' vision needs; attend and serve as a member of the IEP team to determine the eligibility of students for the program; assist in the development of IEP instructional goals and objectives; assist in identifying other related services for the student; evaluate student progress and submit reports promptly to coincide with IEP review meetings
- Establish a varied environment that accommodates the different ways students learn
- Provide, secure, or develop special equipment and materials, including tapes, books, software, and digital and electronic materials, as available and needed for each student
- Teach special skills as needed, which may include braille, typing, writing, daily living, prevocational skills, and community access
- Work directly with individual students with visual impairment and develop goals and objectives

Detail or Explanation of Cost and Timelines

Hours/Days	Service	Details of Cost	Miscellaneous
Currently 1 student An addendum to this proposal will occur if additional students are placed on caseload.	Vision, Orientation, and Mobile Services	\$80.00 per hour	10 site visits (1 per month) 5 hours per visit 50x\$85.00 = \$4,000.00
Total Direct Time: <u>Student #1</u> 60 .	Vision Services	<u>Student #1</u> 10X\$80.00 = \$800.00 <u>Student #2</u> 4x\$80.00= \$320.00	A schedule is to be developed and presented to the special education administration. Changes in the schedule must be mutually agreed upon.
Indirect time: attending meetings, report writing, IEP writing, therapy documents, and consulting with staff. 30 hours per year		30 \$80.00 = \$2,400.00	
Contract Not to Exceed: \$7,520.00			
<i>An addendum may be submitted if additional time is needed or if other students are added.</i>			

These estimates can be adjusted based on mutual agreement between All About Vision LLC and MCSD Administration.

Respectful Submitted,

Sylvia Leggett
Owner, Vision Specialist



Mineral County School District Contractor Agreement

This Agreement is made effective as of 8/23/2024 by and between Mineral County School District, of 751 A Street P.O. Box 1540, Hawthorne, Nevada 89415, and All About Vision, LLC, PO Box 33940, Reno, NV 89533

In this Agreement, the party contracting to receive services shall be referred to as "MCSD," and the party providing the services shall be referred to as "Contractor."

The Contractor has a background as a Vision Specialist and is willing to provide services to MCSD based on this background.

Contractors providing services that require licensure or certification must provide evidence of current licensure or certification. This contract with MCSD requires the contractor to hold and maintain any necessary license or certificate.

MCSD desires to have services provided by the Contractor.

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Beginning on or around August 14, 2024, The Contractor will provide the services (collectively, the "Services") as referenced in the **attached Proposal**.

2. PERFORMANCE OF SERVICES. The Contractor and MCSD administration will determine how the Services are to be performed and the Contractor's specific hours. MCSD will rely on the Contractor to work as many hours as possible to fulfill the Contractor's obligations under this Agreement.

3. PAYMENT. MCSD will pay the Contractor for the services outlined in the attached proposal. This fee shall be payable monthly in a lump sum upon completion of the Services. The Contractor shall provide a breakdown of services rendered to MCSD through a software system to permit MCSD to determine that the Services required under this Agreement have been completed satisfactorily. Upon MCSD's determination that Services have been conducted, payment will be processed.

4. EXPENSE REIMBURSEMENT. The Contractor shall pay all "out-of-pocket" expenses and shall not be entitled to reimbursement from MCSD for such costs unless specifically detailed within this agreement or the attached proposal.

"Out-of-Pocket" expenses generally mean any cost the Contractor occurs associated with the scope of work as detailed in this agreement and any attachments. These include travel to and from the district and related housing and food costs while delivering agreed-upon service. "Out-of-Pocket" expenses include COVID-19-related expenses, such as Personal Protective Equipment (PPE), sanitizer, plexiglass, and disinfectant used to prevent the spread of the COVID-19 virus.



Mineral County School District

Contractor Agreement

5. NEW PROJECT APPROVAL. The Contractor and MCSD recognize that the Contractor's Services will include working on various projects for MCSD. The Contractor shall obtain MCSD's approval before the commencement of the new project.

6. TERM/TERMINATION. The Contractor or MCSD may terminate this Agreement for any reason, without cause, upon 14 calendar days' written notice to the other Party to this Agreement. In the event of termination under this clause, MCSD shall pay The Contractor any fees due and payable for any Services completed, up to and including the termination date. During the notice period, the Contractor shall continue to provide their Services under this Agreement and co-operate to provide any reasonable assistance requested of the Contractor and to help ensure the smooth transition of their responsibilities under this Agreement to other independent contractors or other persons, as directed by MCSD. As this Agreement may be terminated without cause, the Contractor expressly agrees that they have no reasonable expectation in the continued existence of this agreement and the relationship between the contracting parties described therein.

7. RELATIONSHIP OF PARTIES. It is understood by the parties that the Contractor is an independent contractor for MCSD and not an employee of MCSD. The Contractor is not required to work exclusively for MCSD. Notwithstanding the exercise of any control necessary to comply with any statutory, regulatory, or contractual obligations, the Contractor has control and discretion over the means and manner of the performance of any work. MCSD will not provide fringe benefits for the Contractor's use, including health insurance, paid vacation, or any other employee benefit. MCSD will not be responsible for withholding, producing, or remitting any income, payroll, or other federal, state, or local taxes, making any insurance or social security program contributions or other unemployment or disability insurance contributions, or obtaining or contributing to workers' compensation insurance on the Contractor's behalf.

8. EMPLOYEES. The Contractor's employees, if any, who perform services for MCSD under this Agreement shall also be bound by the provisions of this Agreement. At the request of MCSD, the Contractor shall provide adequate evidence that such persons are the Contractor's employees.

9. INJURIES AND INSURANCE. The Contractor acknowledges the Contractor's obligation to obtain appropriate insurance coverage for the Contractor's benefit (and the Contractor's employees, if any). The Contractor waives any rights to recovery from MCSD for any injuries that the Contractor (and Contractor's employees) may sustain while performing services under this Agreement and that result from the negligence of the Contractor or Contractor's employees.

10. MUTUAL INDEMNIFICATION. The Contractor agrees to defend, indemnify, and hold harmless MCSD from all claims, losses, expenses, and fees, including attorney fees, costs, and judgments that may be asserted against MCSD that result from or arise out of the acts or omissions of the Contractor, the Contractor's employees, if any, and the Contractor's agents. MCSD agrees to defend, indemnify, and hold harmless the Contractor from all claims, losses,



Mineral County School District

Contractor Agreement

expenses, and fees, including attorney fees, costs, and judgments that may be asserted against the Contractor that result from or arise out of the acts or omissions of MCSD, MCSD's employees, if any, and MCSD's agents.

11. INTELLECTUAL PROPERTY. The following provisions shall apply concerning copyrightable works, ideas, discoveries, inventions, applications for patents, and patents (collectively, "Intellectual Property"):

Contractor's Intellectual Property. The Contractor does not personally hold any interest in any Intellectual Property.

12. OWNERSHIP OF SOCIAL MEDIA CONTACTS. Any social media contacts, including "followers" or "friends," that are acquired through accounts (including, but not limited to, email addresses, blogs, Twitter, Facebook, YouTube, or other social media networks) used or created on behalf of MCSD are the property of MCSD.

13. CONFIDENTIALITY. MCSD recognizes that the Contractor has and will have the following information: proprietary information (collectively, "Information"), which are valuable, memorable, and unique assets of Mineral County School District and need to be protected from improper disclosure. In consideration for the disclosure of the Information, the Contractor agrees that the Contractor will not at any time or in any manner, either directly or indirectly, use any Information for the Contractor's benefit or divulge, disclose, or communicate in any way any Information to any third party without the prior written consent of MCSD. The Contractor will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

Nothing in this Agreement shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation or under the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of exposure required by such law, regulation, or order. The Contractor agrees to provide written notice of any such order to an authorized officer of MCSD within 5 calendar days of receiving such order, but in any event sufficiently in advance of making any disclosure to permit MCSD to contest the order or seek confidentiality protections, as determined in MCSD's sole discretion.

14. CONFIDENTIALITY AFTER TERMINATION. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

15. RETURN OF RECORDS. Upon termination of this Agreement, the Contractor shall deliver all records, notes, protocols, data, memoranda, models, and equipment of any nature that are in the Contractor's possession or under the Contractor's control and that are MCSD's property or relate to MCSD's business.



Mineral County School District Contractor Agreement

16. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for MCSD:

Mineral County School District
Stephanie Keuhey
Superintendent
751 A Street P.O. Box 1540
Hawthorne, Nevada 89415

IF for Contractor:

S

Either party may change such address occasionally by providing written notice to the other in the manner set forth above.

17. ENTIRE AGREEMENT. This Agreement, together with any other documents incorporated by reference and related exhibits and schedules, contains the parties' entire agreement, and there are no other promises or conditions in any other agreement, whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

18. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

19. SEVERABILITY. If any provision of this Agreement shall be held invalid or unenforceable for any reason, the remaining provisions shall remain valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable but that by limiting such provision, it will become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so determined.

20. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

21. APPLICABLE LAW. The laws of the State of Nevada shall govern this Agreement.

22. INTERRUPTION OF SERVICE. Either party shall be excused from any delay or failure in performance required hereunder if caused because of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, laws proclamations, edits, ordinances, or regulations, strikes, lockouts or severe other labor disputes,



Mineral County School District Contractor Agreement

riots, earthquakes, floods, explosions, or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the period equal to the period of such excusable interruption. When such events have abated, the party's obligations hereunder shall resume. If the interruption of the excused party's obligations continues for over thirty (30) days, either party shall have the right to terminate this Agreement upon ten (10) days prior written notice to the other party.

23. ASSIGNMENT. The Contractor agrees that it will not assign, sell, transfer, delegate, or otherwise dispose of any rights or obligations under this Agreement without the prior written consent of MCSD. Any purported assignment, transfer, or delegation shall be null and void. Nothing in this Agreement shall prevent the consolidation of MCSD with, or its merger into, any other corporation, or the sale by MCSD of all or substantially all of its properties or assets, or the assignment by MCSD of this Agreement and the performance of its obligations hereunder to any successor in interest or any Affiliated Company. Subject to the preceding, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors, and permitted assigns. It shall not benefit any person or entity other than those enumerated above.

Assignment. The Contractor shall not assign, delegate, or subcontract any rights or obligations under this Agreement without MCSD's written consent. Any assignment in violation of the preceding shall be deemed null and void. MCSD may freely assign its rights and obligations under this Agreement at any time. Subject to the limits on assignment stated above, this Agreement will inure to the benefit of, be binding on, and be enforceable against each of the Parties and their respective successors and assigns.

24. SIGNATORIES. This Agreement shall be signed on behalf of MCSD by Stephanie Keuhey, Superintendent, and on behalf of the Contractor by Kristin Haugen, position Speech Language Pathologist, and effective as of the date first above written. This Agreement may be executed in multiple counterparts and by electronic or facsimile signature, each of which shall be deemed an original and constitute one instrument.

Party receiving services:

Mineral County School District

By: _____

Stephanie Keuhey

Date: _____

Party providing services:

By: _____

Kristin Haugen

Date: _____

This Terms of Teleservices Assignment is subject to the terms and conditions of that certain Client Services Agreement between the parties outlined below.

Assignment Details

New Direction Solutions, LLC dba ProCare Therapy will contract with VocoVision for the provisions of telepractice services to Client. Client will pay ProCare Therapy for the hours worked by Telepractitioner under the following terms:

Telepractitioner:	Chelsie Raimondi		
Client:	Mineral County School District		
Assignment Start Date:	08/13/2024	Assignment End Date:	06/04/2025
Position:	Tele - OT		
Hours per Week:	10-15 hours per week (Tele) - Set Schedule, with flexibility with notice.		
Bill Rate per Hour	\$115.00	<i>Bill Rate is all-inclusive^(a)</i>	
Technology Fee:	\$0.00		

One VocoVision station per full time position at no cost. Additional stations can be provided with a \$1,000 per unit refundable deposit and \$200 per unit nonrefundable configuration and shipping charge. Deposit will be refunded to the school district upon return of the station(s) in working condition within fifteen (15) days of the assignment being completed.

Miscellaneous: If necessary and with prior approval, additional weekly hours can be approved. Hours are based on caseload and may need to be adjusted to accommodate additional students.

- a) Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.
- b) Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by ProCare Therapy or VocoVision for a period of (24) months after the last date Client received Services from such Consultant. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to first year's total compensation including but not limited to a signing and/or relocation bonus, as agreed upon at the time of hiring. Payment is due and payable to ProCare Therapy upon start date.
- c) Client agrees to approve Telepractitioner's weekly log of service. Logs will be submitted on a weekly basis by Telepractitioner for Client's review and approval. Should Telepractitioner fail to submit paperwork or weekly log to show proof of completed work, Client agrees to notify ProCare Therapy in writing within three (3) business days of alleged failure. Client's failure to notify ProCare Therapy in writing within three (3) days period shall negate any Client invoicing dispute.

By: 158123 Mineral County School District

Print Name: _____

Title: _____

Date: _____

Client Responsibilities. Client agrees to the following items to facilitate VocoVision's provision of Services:

- (a) Client shall be responsible for providing a secure environment for VocoVision hardware and software ("Equipment") installed and operated at Client's designated location(s).
- (b) Client will provide sufficient infrastructure to support the proper operation of the Equipment, including network connectivity equal or superior to DSL access.
- (c) Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards.
- (d) Client warrants that it will not use the Equipment for any purpose other than as contemplated hereunder, and acknowledges that VocoVision is not responsible for any damages associated with such impermissible use.
- (e) Client agrees to provide appropriate local support to facilitate remote Telepractitioner's ability to fulfill the responsibilities outlined in Addendum C: Duties and Responsibilities.

Scheduling. Client agrees to the minimum hours of Services per week as stipulated in Addendum A: Terms of Teleservices Assignment, and will schedule the appropriate number of student sessions and other related services each week to meet or exceed the minimum hours requirement. Client and telepractitioner will agree upon a weekly schedule for Services which will be loaded into the VocoVision system. Any revisions to the schedule must be submitted to the VocoVision Operations Department no later than 12:00 PM EST Friday for Services the following week. VocoVision requires a 24-hour notice to cancel scheduled Services. One cancellation without notice is permitted per school year. Additional cancellations with less than 24 hours' notice will be billed at the regular rate. Note that VocoVision telepractitioners are encouraged to complete non-therapy work (e.g., paperwork, planning, file reviews, etc.) during any such cancellation time.

Administrative Responsibilities. Client shall be responsible for orienting telepractitioners to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to individual education plans or Client-specific program plans. During the contracted assignment, should telepractitioners fail to submit paperwork as required per Client's policies and procedures, Client must notify VocoVision in writing within three (3) business days of alleged failure. Failure to notify VocoVision within the three (3) day period shall negate any Client claim to withhold payment due to paperwork non-compliance by telepractitioners. Within three (3) business days following the conclusion of a contracted assignment, Client shall conduct a final review to determine whether the completion of additional paperwork is needed from the telepractitioners. Failure to notify VocoVision prior to the fourth (4th) day after conclusion of the assignment will negate any Client claim to withhold payment due to paperwork non-compliance by telepractitioner.

By: 158123 Mineral County School District

Print Name: _____

Title: _____

Date: _____

Duties and Responsibilities

The duties and responsibilities of a Telepractitioner include, but are not limited to the following:

- Collaborates with the school district to identify students' communication characteristics, support resources, as well as any physical, sensory, cognitive, behavioral and motivational needs to determine the benefit a student may receive through telepractice.
- Collaborates with the school district to determine assessment resources - including their potential benefits and limitations - in the telepractice setting, and to develop a plan to assess students appropriately.
- Monitors effectiveness of services and modifies evaluation and treatment plans as needed.
- Maintains appropriate documentation of delivered services in a format consistent with professional standards and client requirements.
- Complies with state and federal regulations to maintain student privacy and security.
- Facilitates behavior management strategies in students as appropriate.
- Provides information and counseling to families and school personnel as needed

By: 158123 Mineral County School District

Print Name: _____

Title: _____

Date: _____

PID: ____

This Terms of Teleservices Assignment is subject to the terms and conditions of that certain Client Services Agreement between the parties outlined below.

Assignment Details

New Direction Solutions, LLC dba ProCare Therapy will contract with VocoVision for the provisions of telepractice services to Client. Client will pay ProCare Therapy for the hours worked by Telepractitioner under the following terms:

Telepractitioner:	Anetra Beaufort		
Client:	Mineral County School District		
Assignment Start Date:	08/13/2024	Assignment End Date:	06/04/2025
Position:	SLP		
Hours per Week:	24-30 hours per week (Tele). Set Schedule, with flexibility with notice.		
Bill Rate per Hour	\$125.00	<i>Bill Rate is all-inclusive^(a)</i>	
Technology Fee:	Does Not Apply		
Miscellaneous:	If necessary and with prior approval, additional weekly hours can be approved. Hours are based on caseload and may need to be adjusted to accommodate additional students.		

- a) Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.
- b) Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by ProCare Therapy or VocoVision for a period of (24) months after the last date Client received Services from such Consultant. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to first year's total compensation including but not limited to a signing and/or relocation bonus, as agreed upon at the time of hiring. Payment is due and payable to ProCare Therapy upon start date.
- c) Client agrees to approve Telepractitioner's weekly log of service. Logs will be submitted on a weekly basis by Telepractitioner for Client's review and approval. Should Telepractitioner fail to submit paperwork or weekly log to show proof of completed work, Client agrees to notify ProCare Therapy in writing within three (3) business days of alleged failure. Client's failure to notify ProCare Therapy in writing within three (3) days period shall negate any Client invoicing dispute.

By: 158123 Mineral County School District

Print Name: _____

Title: _____

Date: _____

Client Responsibilities. Client agrees to provide appropriate local support to facilitate remote Telepractitioner's ability to fulfill the responsibilities outlined in Addendum C: Duties and Responsibilities.

Scheduling. Client agrees to the minimum hours of Services per week as stipulated in Addendum A: Terms of Teleservices Assignment and will schedule the appropriate number of student speech sessions and other related services each week to meet or exceed the minimum hours requirement. Client and telepractitioner will agree upon a weekly schedule for Services which will be loaded into the VocoVision system. Any revisions to the schedule must be submitted to the VocoVision Operations Department no later than 12:00 PM EST Friday for Services the following week. VocoVision requires a 24-hour notice to cancel scheduled Services. One cancellation without notice is permitted per school year. Additional cancellations with less than 24 hours' notice will be billed at the regular rate. Note that VocoVision telepractitioners are encouraged to complete non-therapy work (e.g., paperwork, planning, file reviews, etc.) during any such cancellation time.

Administrative Responsibilities. Client shall be responsible for orienting telepractitioners to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, individual education plans or Client-specific program plans. During the contracted assignment, should telepractitioners fail to submit paperwork as required per Client's policies and procedures, Client must notify VocoVision in writing within three (3) business days of alleged failure. Failure to notify VocoVision within the three (3) day period shall negate any Client claim to withhold payment due to paperwork non-compliance by telepractitioners. Within three (3) business days following the conclusion of a contracted assignment, Client shall conduct a final review to determine whether the completion of additional paperwork is needed from the telepractitioners. Failure to notify VocoVision prior to the fourth (4th) day after conclusion of the assignment will negate any Client claim to withhold payment due to paperwork non-compliance by telepractitioner.

By: 158123 Mineral County School District

Print Name: _____

Title: _____

Date: _____

Duties and Responsibilities

The duties and responsibilities of a Telepractitioner include, but are not limited to the following:

- Collaborates with the school district to identify students' communication characteristics, support resources, as well as any physical, sensory, cognitive, behavioral and motivational needs to determine the benefit a student may receive through telepractice.
- Collaborates with the school district to determine assessment resources - including their potential benefits and limitations - in the telepractice setting, and to develop a plan to assess students appropriately.
- Monitors effectiveness of services, and modifies evaluation and treatment plans as needed.
- Maintains appropriate documentation of delivered services in a format consistent with professional standards and client requirements.
- Complies with state and federal regulations to maintain student privacy and security.
- Facilitates behavior management strategies in students as appropriate.
- Provides information and counseling to families and school personnel as needed

By: 158123 Mineral County School District

Print Name: _____

Title: _____

Date: _____

PID: ____

This Terms of Teleservices Assignment is subject to the terms and conditions of that certain Client Services Agreement between the parties outlined below.

Assignment Details

New Direction Solutions, LLC dba ProCare Therapy will contract with VocoVision for the provisions of telepractice services to Client. Client will pay ProCare Therapy for the hours worked by Telepractitioner under the following terms:

Telepractitioner:	Theresa Chauvette		
Client:	Mineral County School District		
Assignment Start Date:	08/13/2024	Assignment End Date:	06/04/2025
Position:	Tele - BCBA		
Hours per Week:	10.0		
Bill Rate per Hour	\$98.00	<i>Bill Rate is all-inclusive^(a)</i>	
Technology Fee:	Does Not Apply		
Miscellaneous:	_____		

- a) Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.
- b) Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by ProCare Therapy or VocoVision for a period of (24) months after the last date Client received Services from such Consultant. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to first year's total compensation including but not limited to a signing and/or relocation bonus, as agreed upon at the time of hiring. Payment is due and payable to ProCare Therapy upon start date.
- c) Client agrees to approve Telepractitioner's weekly log of service. Logs will be submitted on a weekly basis by Telepractitioner for Client's review and approval. Should Telepractitioner fail to submit paperwork or weekly log to show proof of completed work, Client agrees to notify ProCare Therapy in writing within three (3) business days of alleged failure. Client's failure to notify ProCare Therapy in writing within three (3) days period shall negate any Client invoicing dispute.

By: 158123 Mineral County School District

Print Name: _____

Title: _____

Date: _____

Client Responsibilities. Client agrees to provide appropriate local support to facilitate remote Telepractitioner's ability to fulfill the responsibilities outlined in Addendum C: Duties and Responsibilities.

Scheduling. Client agrees to the minimum hours of Services per week as stipulated in Addendum A: Terms of Teleservices Assignment and will schedule the appropriate number of student sessions each week to meet or exceed the minimum hours requirement. Client and telepractitioner will agree upon a weekly schedule for Services which will be loaded into the VocoVision system. Any revisions to the schedule must be submitted to the VocoVision Operations Department no later than 12:00 PM EST Friday for Services the following week. VocoVision requires a 24-hour notice to cancel scheduled Services. One cancellation without notice is permitted per school year. Additional cancellations with less than 24 hours' notice will be billed at the regular rate. Note that VocoVision telepractitioners are encouraged to complete non-therapy work (e.g., paperwork, planning, file reviews, etc.) during any such cancellation time.

Administrative Responsibilities. Client shall be responsible for orienting telepractitioners to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, individual education plans or Client-specific program plans. During the contracted assignment, should telepractitioners fail to submit paperwork as required per Client's policies and procedures, Client must notify VocoVision in writing within three (3) business days of alleged failure. Failure to notify VocoVision within the three (3) day period shall negate any Client claim to withhold payment due to paperwork non-compliance by telepractitioners. Within three (3) business days following the conclusion of a contracted assignment, Client shall conduct a final review to determine whether the completion of additional paperwork is needed from the telepractitioners. Failure to notify VocoVision prior to the fourth (4th) day after conclusion of the assignment will negate any Client claim to withhold payment due to paperwork non-compliance by telepractitioner.

By: 158123 Mineral County School District

Print Name: _____

Title: _____

Date: _____

Duties and Responsibilities

The duties and responsibilities of a Telepractitioner include, but are not limited to the following:

- Collaborates with the school district to identify students' communication characteristics, support resources, as well as any physical, sensory, cognitive, behavioral and motivational needs to determine the benefit a student may receive through telepractice.
- Collaborates with the school district to determine assessment resources - including their potential benefits and limitations - in the telepractice setting, and to develop a plan to assess students appropriately.
- Monitors effectiveness of services, and modifies evaluation and treatment plans as needed.
- Maintains appropriate documentation of delivered services in a format consistent with professional standards and client requirements.
- Complies with state and federal regulations to maintain student privacy and security.
- Facilitates behavior management strategies in students as appropriate.
- Provides information and counseling to families and school personnel as needed

By: 158123 Mineral County School District

Print Name: _____

Title: _____

Date: _____

This Terms of Teleservices Assignment is subject to the terms and conditions of that certain Client Services Agreement between the parties outlined below.

Assignment Details

New Direction Solutions, LLC dba ProCare Therapy will contract with VocoVision for the provisions of telepractice services to Client. Client will pay ProCare Therapy for the hours worked by Telepractitioner under the following terms:

Telepractitioner:	Vallexia Bowen		
Client:	Mineral County School District		
Assignment Start Date:	08/13/2024	Assignment End Date:	06/04/2025
Position:	Psych		
Hours per Week:	10-15 hours per week (Tele) - Set Schedule, with flexibility with notice.		
Bill Rate per Hour	\$112.57	<i>Bill Rate is all-inclusive^(a)</i>	
Technology Fee:	Does Not Apply		
Miscellaneous:	The psychologist will work with the Junior High and High School for a minimum of 10 hours per week and not more than 15 hours per week. If necessary and with prior approval, additional weekly hours can be approved. If hours go below 10 hours, the school psychologist will be asked to complete projects that include but are not limited to, attending Student Intervention Team Meetings (SIT), and Section 504 Meetings).		

- a) Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.
- b) Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by ProCare Therapy or VocoVision for a period of (24) months after the last date Client received Services from such Consultant. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to first year's total compensation including but not limited to a signing and/or relocation bonus, as agreed upon at the time of hiring. Payment is due and payable to ProCare Therapy upon start date.
- c) Client agrees to approve Telepractitioner's weekly log of service. Logs will be submitted on a weekly basis by Telepractitioner for Client's review and approval. Should Telepractitioner fail to submit paperwork or weekly log to show proof of completed work, Client agrees to notify ProCare Therapy in writing within three (3) business days of alleged failure. Client's failure to notify ProCare Therapy in writing within three (3) days period shall negate any Client invoicing dispute.

By: 158123 Mineral County School District

Print Name: _____

Title: _____

Date: _____

Client Responsibilities. Client agrees to provide appropriate local support to facilitate remote Telepractitioner's ability to fulfill the responsibilities outlined in Addendum C: Duties and Responsibilities.

Scheduling. Client agrees to the minimum hours of Services per week as stipulated in Addendum A: Terms of Teleservices Assignment and will schedule the appropriate number of student sessions and other related services each week to meet or exceed the minimum hours requirement. Client and telepractitioner will agree upon a weekly schedule for Services which will be loaded into the VocoVision system. Any revisions to the schedule must be submitted to the VocoVision Operations Department no later than 12:00 PM EST Friday for Services the following week. VocoVision requires a 24-hour notice to cancel scheduled Services. One cancellation without notice is permitted per school year. Additional cancellations with less than 24 hours' notice will be billed at the regular rate. Note that VocoVision telepractitioners are encouraged to complete non-therapy work (e.g., paperwork, planning, file reviews, etc.) during any such cancellation time.

Administrative Responsibilities. Client shall be responsible for orienting telepractitioners to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to individual education plans or Client-specific program plans. During the contracted assignment, should telepractitioners fail to submit paperwork as required per Client's policies and procedures, Client must notify VocoVision in writing within three (3) business days of alleged failure. Failure to notify VocoVision within the three (3) day period shall negate any Client claim to withhold payment due to paperwork non-compliance by telepractitioners. Within three (3) business days following the conclusion of a contracted assignment, Client shall conduct a final review to determine whether the completion of additional paperwork is needed from the telepractitioners. Failure to notify VocoVision prior to the fourth (4th) day after conclusion of the assignment will negate any Client claim to withhold payment due to paperwork non-compliance by telepractitioner.

By: 158123 Mineral County School District

Print Name: _____

Title: _____

Date: _____

Duties and Responsibilities

The duties and responsibilities of a Telepractitioner include, but are not limited to the following:

- Collaborates with the school district to identify students' communication characteristics, support resources, as well as any physical, sensory, cognitive, behavioral and motivational needs to determine the benefit a student may receive through telepractice.
- Collaborates with the school district to determine assessment resources - including their potential benefits and limitations - in the telepractice setting, and to develop a plan to assess students appropriately.
- Monitors effectiveness of services and modifies evaluation and treatment plans as needed.
- Maintains appropriate documentation of delivered services in a format consistent with professional standards and client requirements.
- Complies with state and federal regulations to maintain student privacy and security.
- Facilitates behavior management strategies in students as appropriate.
- Provides information and counseling to families and school personnel as needed

By: 158123 Mineral County School District

Print Name: _____

Title: _____

Date: _____



MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
Mt. Grant General Hospital
And
Mineral County School District



This Memorandum of Understanding (MOU) is between the MT. GRANT GENERAL HOSPITAL ("MGGH") and the MINERAL COUNTY SCHOOL DISTRICT ("MCSD"), for the period from July 1, 2024, through June 30, 2025.

I. PURPOSE OF THE MOU

The purpose of this MOU is to establish procedures between MGGH and MCSD for the provision of physical therapy services by MGGH to MCSD students with disabilities in accordance with each student's Individualized Educational Program (IEP). Physical therapy is defined under Nevada state law at NRS 640.022 as "the specialty in the field of health which is concerned with prevention of disability and physical rehabilitation of persons having congenital or acquired disabilities." Physical therapy is defined under the Individuals with Disabilities Education Act as a related service provided to assist a child with a disability to benefit from special education. 34 CFR 300.34(c)(9).

MCSD has a need to provide physical therapy services to students with disabilities whose IEPs require such services. MGGH has agreed to perform such services on behalf of MCSD, including any agreed-upon services which may be provided during the summer based on students' individualized needs.

II. FINANCIAL RESPONSIBILITIES

MCSD agrees to pay MGGH for the physical services provided by MGGH to MCSD students with disabilities. MGGH will invoice MCSD by the 1st of each month for the physical therapy services provided in accordance with this MOU, at the rates set forth in Appendix A.

MGGH shall, at its own expense, maintain insurance of such types and in such amounts necessary to cover its activities under this Agreement.

III. ROLES AND RESPONSIBILITIES

MCSD agrees to do the following:

- Provide oversight of the physical therapy services provided to students with disabilities in accordance with their IEPs
- Ensure that each student has completed any required physicals or health screening protocols



MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
Mt. Grant General Hospital
And
Mineral County School District



- Meet with assigned MGGH physical therapist(s) at the beginning of the school year to communicate each student's relevant IEP goals and determine a MGGH care/treatment plan
- Meet with assigned MGGH physical therapist(s) quarterly to review students' IEP goals
- Arrange transportation for students to MGGH to receive physical therapy services
- Provide a copy of the relevant information in each student's IEP to the MGGH physical therapist(s) assigned to provide physical therapy services to that particular student
- Ensure that the appropriate MGGH staff have access to the MCSD electronic Service Log system

MGGH agrees to do the following

- Provide agreed-upon physical therapy services to students with disabilities in accordance with their IEPs
- Document the provision of physical therapy services through use of the MCSD electronic Service Log system
- Consult with MCSD staff as necessary and relevant to the implementation of physical therapy as set forth in each student's IEP
- Develop care/treatment plans that align with the students' IEP goals and amounts of services set forth in each student's IEP
- Evaluate students' motor skills and make recommendations for services as requested, but not less than every three years
- Participate virtually in annual IEP meetings for each student, and in IEP meetings where revisions to physical therapy services are contemplated; the physical therapist will be permitted to present at the beginning of the meeting and then exit the meeting
- Measure progress toward students' annual goals accordance with the provisions in each student's IEP
- Develop progress reports in accordance with the provisions in each student's IEP; progress reports are generally required on a quarterly basis

IV. CONFIDENTIALITY OF STUDENT RECORDS

MCSD is an educational agency authorized to collect and maintain student education records consistent with applicable state and federal laws and subject to the federal Family Educational Rights and Privacy Act (FERPA), as authorized by 20 U.S.C. § 1232g(b) and 34 CFR Part 99. MGGH is a covered entity subject to the federal Health Insurance Portability and Accountability Act (HIPAA), Public Law 104-191. Both parties agree to comply with the applicable confidentiality and security requirements of FERPA and HIPAA with respect to student education records and student medical records as defined by law.



MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
Mt. Grant General Hospital
And
Mineral County School District



MGGH agrees to protect the confidentiality of personally identifiable information (PII) provided by MCSD to MGGH to facilitate the provision of physical therapy services by MGGH to students with disabilities. MGGH will not redisclose or permit access to any PII except as necessary to provide services to MCSD students with disabilities receiving physical therapy services from MGGH. MGGH will not use any PII provided by MCSD except as necessary to provide physical therapy services to MCSD students.

V. EFFECTIVE DATE, REVISION AND TERMINATION

This Memorandum of Agreement is effective on July 1, 2023, for a period of one (1) year through June 30, 2024. Modifications to this MOU are invalid unless they are made in writing and signed by representatives of both parties.

Unless representatives of MCSD or MGGU notify the other party that there is a need for revision, or a desire to terminate the MOU, this MOU will be automatically renewed on an annual basis on July 1 of each year. Notification in writing shall be provided at least ninety (90) days prior to July 1 if either party wishes to revise or terminate the MOU, to allow sufficient time for the transition of necessary services and documentation without denying IEP services to students with disabilities.

VI. SIGNATURE OF PARTIES

Stephanie Keuhey
Superintendent
Mineral County School District

Date

Denise L Ferguson
CEO
Mt. Grant General Hospital

Date



MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
Mt. Grant General Hospital
And
Mineral County School District



Appendix A

The following fees will apply to services provided to students in the Mineral County School District special education therapy program through the physical therapy department of Mt. Grant General Hospital:

1 Hour Treatment	\$200.00
30 Min. Treatment	\$100.00
15 Min. Treatment	\$ 50.00

**Behavior Analyst
Cherelle Williams Espinoza**

August 15, 2024

Scope of Work or Description of Services for Contractor

Responsible for coordinating, scheduling, communicating, and continually evaluating the effectiveness of functional behavior assessments, behavioral evaluations, and behavior intervention plans.

Detail or Explanation of Cost and Timelines:

Hours / Days	Service	Cost
<p>TBD between the Special Education Consultant and BCaBA, LABA.</p> <p>The Behavior Analyst is anticipated to be in-person monthly and available to support staff as needed virtually.</p> <p>Not to exceed 16 hours per month in-person and 8 hours per month virtual support. Anything above this amount must be approved before scheduling and payment.</p> <p>\$1,870.00 per month (24 service hours and 10 drive hours) For 10 months Maximum Budget \$18,700.00</p>	<p>Behavior Analyst</p>	<p>\$55.00 per hour</p> <p>MCSD will pay an hourly rate from door to door from the Las Vegas address to Hawthorne. <i>(approximately 5 hours one way or 10 hours per trip)</i></p> <p>MCSD will pay for the overnight stay at the El Capitan Travel Lodge (up to 2 nights per month), billed directly to the district. <i>This cost is separate from the proposal.</i></p>

Respectfully Submitted,

Cherelle Williams Espinoza, BCaBA, LABA



Mineral County School District Contractor Agreement

This Agreement is effective as of 8/23/2024 by and between Mineral County School District, 751 A Street P.O. Box 1540, Hawthorne, Nevada 89415, and Cherelle Williams Espinoza 2509 Cockatiel Drive, Las Vegas, NV 89084.

In this Agreement, the party contracting to receive services shall be referred to as "MCSD," and the party providing the services shall be referred to as "Contractor."

The Contractor has a background as a Behavior Analyst and is willing to provide services to MCSD based on this background.

Contractors providing services that require licensure or certification must provide evidence of current licensure or certification. This contract with MCSD requires the contractor to hold and maintain any necessary license or certificate.

MCSD desires to have services provided by the Contractor.

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Beginning on or around March 23, 2024, The Contractor will provide the services (collectively, the "Services") as referenced in the **attached Proposal**.

2. PERFORMANCE OF SERVICES. The Contractor and MCSD administration will determine how the Services will be performed and the Contractor's specific hours. MCSD will rely on the Contractor to work as many hours as possible to fulfill the Contractor's obligations under this Agreement.

3. PAYMENT. MCSD will pay the Contractor for the services outlined in the attached proposal. This fee shall be payable monthly in a lump sum upon completion of the Services. The Contractor shall provide a breakdown of services rendered to MCSD through a software system to permit MCSD to determine that the Services required under this Agreement have been completed satisfactorily. Upon MCSD's determination that Services have been conducted, payment will be processed.

4. EXPENSE REIMBURSEMENT. The Contractor shall pay all "out-of-pocket" expenses and shall not be entitled to reimbursement from MCSD for such costs unless specifically detailed within this agreement or the attached proposal.

"Out-of-Pocket" expenses generally mean any cost the Contractor occurs associated with the scope of work as detailed in this agreement and any attachments. These include travel to and from the district and related housing and food costs while delivering agreed-upon service. "Out-of-Pocket" expenses include COVID-19-related expenses, such as Personal Protective Equipment (PPE), sanitizer, plexiglass, and disinfectant used to prevent the spread of the COVID-19 virus.



Mineral County School District

Contractor Agreement

5. NEW PROJECT APPROVAL. The Contractor and MCSD recognize that the Contractor's Services will include working on various projects for MCSD. The Contractor shall obtain MCSD's approval before commencing the new project.

6. TERM/TERMINATION. The Contractor or MCSD may terminate this Agreement for any reason, without cause, upon 14 calendar days written notice to the other Party to this Agreement. In the event of termination under this clause, MCSD shall pay The Contractor any fees due and payable for any Services completed, up to and including the termination date. During the notice period, the Contractor shall continue to provide their Services under this Agreement and co-operate to provide any reasonable assistance requested of the Contractor and to help ensure the smooth transition of their responsibilities under this Agreement to other independent contractors or other persons, as directed by MCSD. As this Agreement may be terminated without cause, the Contractor expressly agrees that they have no reasonable expectation in the continued existence of this agreement and the relationship between the contracting parties described therein.

7. RELATIONSHIP OF PARTIES. The parties understand that the Contractor is an independent contractor for MCSD and not an employee of MCSD. The Contractor is not required to work exclusively for MCSD. Notwithstanding the exercise of any control necessary to comply with any statutory, regulatory, or contractual obligations, the Contractor has control and discretion over the means and manner of the performance of any work. MCSD will not provide fringe benefits for the Contractor's use, including health insurance, paid vacation, or any other employee benefit. MCSD will not be responsible for withholding, producing, or remitting any income, payroll, or other federal, state, or local taxes, making any insurance or social security program contributions or other unemployment or disability insurance contributions, or obtaining or contributing to workers' compensation insurance on the Contractor's behalf.

8. EMPLOYEES. The Contractor's employees, if any, who perform services for MCSD under this Agreement shall also be bound by its provisions. At MCSD's request, the Contractor shall provide adequate evidence that such persons are the Contractor's employees.

9. INJURIES AND INSURANCE. The Contractor acknowledges the Contractor's obligation to obtain appropriate insurance coverage for the Contractor's benefit (and the Contractor's employees, if any). The Contractor waives any rights to recovery from MCSD for any injuries that the Contractor (and Contractor's employees) may sustain while performing services under this Agreement and that result from the negligence of the Contractor or Contractor's employees.

10. MUTUAL INDEMNIFICATION. The Contractor agrees to defend, indemnify, and hold harmless MCSD from all claims, losses, expenses, and fees, including attorney fees, costs, and judgments that may be asserted against MCSD that result from or arise out of the acts or omissions of the Contractor, the Contractor's employees, if any, and the Contractor's agents. MCSD agrees to defend, indemnify, and hold harmless the Contractor from all claims, losses, expenses, and fees, including attorney fees, costs, and judgments that may be asserted against the Contractor that result from or arise out of the acts or omissions of MCSD, MCSD's employees, if any, and MCSD's agents.



Mineral County School District

Contractor Agreement

11. INTELLECTUAL PROPERTY. The following provisions shall apply concerning copyrightable works, ideas, discoveries, inventions, applications for patents, and patents (collectively, "Intellectual Property"):

Contractor's Intellectual Property. The Contractor does not personally hold any interest in any Intellectual Property.

12. OWNERSHIP OF SOCIAL MEDIA CONTACTS. Any social media contacts, including "followers" or "friends," that are acquired through accounts (including, but not limited to, email addresses, blogs, Twitter, Facebook, YouTube, or other social media networks) used or created on behalf of MCSD are the property of MCSD.

13. CONFIDENTIALITY. MCSD recognizes that the Contractor has and will have the following information: proprietary information (collectively, "Information"), which are valuable, memorable, and unique assets of Mineral County School District and need to be protected from improper disclosure. In consideration for the disclosure of the Information, the Contractor agrees that the Contractor will not at any time or in any manner, either directly or indirectly, use any Information for the Contractor's benefit or divulge, disclose, or communicate in any way any Information to any third party without the prior written consent of MCSD. The Contractor will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

Nothing in this Agreement shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation or under the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of exposure required by such law, regulation, or order. The Contractor agrees to provide written notice of any such order to an authorized officer of MCSD within 5 calendar days of receiving such order, but in any event sufficiently in advance of making any disclosure to permit MCSD to contest the order or seek confidentiality protections, as determined in MCSD's sole discretion.

14. CONFIDENTIALITY AFTER TERMINATION. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

15. RETURN OF RECORDS. Upon termination of this Agreement, the Contractor shall deliver all records, notes, protocols, data, memoranda, models, and equipment of any nature that are in the Contractor's possession or under the Contractor's control and that are MCSD's property or relate to MCSD's business.

16. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:



Mineral County School District Contractor Agreement

IF for MCSD:

Mineral County School District
Stephanie Keuhey
Superintendent
751 A Street P.O. Box 1540
Hawthorne, Nevada 89415

IF for Contractor:

Cherelle Williams
2509 Cockatiel Drive
Las Vegas, NV 89084

Either party may change such address occasionally by providing written notice to the other in the manner set forth above.

17. ENTIRE AGREEMENT. This Agreement, any other documents incorporated by reference, and related exhibits and schedules contain the parties' entire agreement. There are no other promises or conditions in any other agreement, whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

18. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

19. SEVERABILITY. If any provision of this Agreement shall be held invalid or unenforceable for any reason, the remaining provisions shall remain valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable but that by limiting such provision, it will become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so determined.

20. WAIVER OF CONTRACTUAL RIGHT. Either party's failure to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to enforce and compel strict compliance with every requirement subsequently.

21. APPLICABLE LAW. The laws of the State of Nevada shall govern this Agreement.

22. INTERRUPTION OF SERVICE. Either party shall be excused from any delay or failure in performance required hereunder if caused because of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, laws proclamations, edits, ordinances, or regulations, strikes, lockouts or severe other labor disputes, riots, earthquakes, floods, explosions, or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the period equal to the period of such



Mineral County School District Contractor Agreement

excusable interruption. When such events have abated, the party's obligations hereunder shall resume. If the interruption of the excused party's obligations continues for over thirty (30) days, either party shall have the right to terminate this Agreement upon ten (10) days prior written notice to the other party.

23. ASSIGNMENT. The Contractor agrees that it will not assign, sell, transfer, delegate, or otherwise dispose of any rights or obligations under this Agreement without the prior written consent of MCSD. Any purported assignment, transfer, or delegation shall be null and void. Nothing in this Agreement shall prevent the consolidation of MCSD with, or its merger into, any other corporation, or the sale by MCSD of all or substantially all of its properties or assets, or the assignment by MCSD of this Agreement and the performance of its obligations hereunder to any successor in interest or any Affiliated Company. Subject to the preceding, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors, and permitted assigns. It shall not benefit any person or entity other than those enumerated above.

Assignment. The Contractor shall not assign, delegate, or subcontract any rights or obligations under this Agreement without MCSD's written consent. Any assignment in violation of the preceding shall be deemed null and void. MCSD may freely assign its rights and obligations under this Agreement at any time. Subject to the limits on assignment stated above, this Agreement will inure to the benefit of, be binding on, and be enforceable against each of the Parties and their respective successors and assigns.

24. SIGNATORIES. This Agreement shall be signed on behalf of MCSD by Stephanie Keuhey, Superintendent, and on behalf of the Contractor by Cherelle Williams, position Behavior Analyst, and effective as of the date first above written. This Agreement may be executed in multiple counterparts and by electronic or facsimile signature, each of which shall be deemed an original and constitute one instrument.

Party receiving services:
Mineral County School District

By: _____ Date: _____
Stephanie Keuhey

Party providing services:

By: _____ Date: _____
Cherelle Williams Espinoza