MINERAL COUNTY SCHOOL DISTRICT **751 A. STREET** Hawthorne, Nevada 89415 **BOARD OF TRUSTEES MEETING** Monday, June 24, 2024 JUN 18 '24 AMB:36

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LOCATION OF MEETING: Arlo K. Funk Building 751 A Street Hawthorne, NV 89415

Online Login Information

Monday, June 24 · 5:30 - 6:30pm Time zone: America/Tijuana Google Meet joining info Video call link: https://meet.google.com/tft-ikau-hby Or dial: (US) +1 859-878-2245 PIN: 402 706 379# More phone numbers: https://tel.meet/tft-ikau-hby?pin=2976174252297

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

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 the Catapult Learning Contract.

Supporting Information: Approval of the Catapult Learning Contract to provide summer school services for the School District. Summer Journey is a 2 year program that supports students in grades K-12 with instructional intervention in literacy and math, plus academic enrichment options that provide additional opportunities to extend and apply learning.

Budget Consideration:

Summer FY2024: K-8 Services \$186,023.00 and High School Services \$49,782.00. Summer FY2025: K-8 Services \$186,023.00 and High School Services \$49,782.00. ARP ESSER Summer Enrichment and After School Programs Budget Funds.

2. Recommendation: Discussion and Possible Action for the Approval of the Job Description for the Transportation Supervisor.

Supporting Information: Approval of the Job Description for the Transportation Supervisor. **Budget Consideration: NOT AT THIS TIME**

MINERAL COUNTY SCHOOL DISTRICT 751 A. STREET Hawthorne, Nevada 89415 <u>BOARD OF TRUSTEES MEETING</u> Monday, June 24, 2024

3. Recommendation: Discussion and Possible Action for the Approval for Josh Diede to travel to the 2024 Mechanic & Maintenance Supervisor Workshop from July 17 to July 19, 2024. **Supporting Information:** Approval for Josh Diede to travel to the 2024 Mechanic & Maintenance Supervisor Workshop from July 17 to July 19, 2024 in Truckee, CA.

Budget Considerations: \$322.00 Out of the Transportation General Budget Fund

<u>4. Recommendation</u>: Discussion and Possible Action for the Approval for Hope Blinco to travel to the American Association of School Personnel Administrators Conference October 15-18, 2024.

Supporting Information: Approval for Hope Blinco to travel to the American Association of School Personnel Administrator Conference October 15-18, 2024 in Seattle, WA.

Budget Considerations: \$3,360.00 Out of RPDP Budget Funds

<u>5. Recommendation</u>: Discussion and Possible Action regarding 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: \$58,100.00 SPED Special Projects Budget Funds
 - All About Vision, Sylvia Legget, Vision Teach, All About Vision, LLC.
 - NTE: \$7,520.00 SPED General Budget Funds
- Procare Therapy
 - Chelsie Raimondi, Occupational Therapist,
 - NTE: \$62,100 SPED Special Projects Budget Funds
 - Dr. Anetra Beaufort, Speech Language Pathologist,
 - NTE: \$135,000.00 SPED General Budget Funds
 - Theresa Chauvette, Tele-BCBA,
 - NTE: \$35,280.00 SPED Special Projects Budget Funds
 - Vallexia Bowen, Psychologist,
 - NTE: \$60,788.00 AB495 Budget
- Mt. Grant General Hospital MOU, PT Services,
 - NTE: \$4,000.00 SPED Special Projects Budget Funds
- Cherelle Williams Espinoza: Behavior Analyst,
 - NTE: \$18,700.00 SPED Special Projects Budget Funds
- Kristin Haugen, Speech Language Pathologist, NTE: \$30,000.00 SPED Special Projects Budget Funds
- Calico Hills, Teresa Reedy, Physical Therapist, NTE: \$7,200.00 SPED Special Projects Budget Funds

Budget consideration:

SPED Special Projects \$250,380.00 SPED General \$107,520.00 AB495 \$60,788.00 Budget Funds TOTAL: \$418,688.00

MINERAL COUNTY SCHOOL DISTRICT 751 A. STREET Hawthorne, Nevada 89415 <u>BOARD OF TRUSTEES MEETING</u> Monday, June 24, 2024

6. Recommendation: Discussion and Possible Approval – Superintendent Annual Evaluation **Supporting Information:** Discussion relative to the annual performance review of Stephanie Keuhey, Superintendent, for possible action including, but not limited to, termination, suspension, demotion, reduction in pay, reprimand, promotion, endorsement, engagement, retention, or "no action." Pursuant to NRS 241.031(1)(b) discussion may ensue which considers the character, alleged misconduct, professional competence, or physical or mental health of Ms. Keuhey in relation to her performance as Superintendent. **Budget Consideration: NOT AT THIS TIME**

7. Recommendation: – Discussion and Possible Action: Selection of two (2) Board members to negotiate a potential cost of living increase for Superintendent Stephanie Keuhey.

<u>8.</u> 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.

9. 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.

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

ACTION ITEM #1

APR ESSER SUMMER ENRICHMENT AND AFTER SCHOOL PROGRAMMING 280.743

REVISION RATIONALE:

After several years of an inability to hire summer school personnel, MCSD sought to contract out all aspects of summer programming for FY'24.

SCOPE OF WORK:

Summer school programming including all aspects of implementation to include:

- Evidence-based curriculum
- Highly qualified personnel In person instruction
- Professional Development and Coaching
- SEL curriculum
- STEM curriculum
- Emphasis on Math and ELA instruction
- Data analysis and metrics
- Oversight and development of 4-week program

QUOTES SOUGHT:

Reading Horizons - Unable to fulfill requirement, entirely digital

Reading 180 - Unable to fulfill requirement, entirely digital

Studies Weekly - Unable to fulfill requirement, K-6 curriculum only

Catapult Learning - Most responsive bidder that could fulfill scope of work

Amanda Hughes, Director of Curriculum & Instruction

EDUCATIONAL SERVICES AGREEMENT

This Educational Services Agreement is effective as of July 1st, 2024 by and between Mineral County School District (the "Customer") and Catapult Learning West, LLC ("Provider") (the "Agreement").

The parties agree as follows:

- 1. <u>Term</u>. This Agreement will commence on the date listed above and terminate on August 31st, 2025 (the "Term").
- 2. <u>Scope of Services</u>. Provider will provide as the services as described in Exhibit A (the "Services") for the 2024 Extended School Year or Summer Session, 2025 Extended School Year or Summer Session School Year.

3. **Provider Responsibilities**.

- (a) Services. Provider will deliver Services in a professional manner in accordance with recognized industry standards for similar services and qualified personnel will be assigned for that purpose. In providing the Services, Provider and its personnel shall exercise reasonable care. Provider cannot guarantee or assure the achievement of any performance objective, nor can Provider guarantee or assure any particular outcome for Customer, Nonpublic School, student or any other person as a result of this Agreement or the performance of the Services. Delivery of the Services will include use of certain proprietary programs, systems, teaching techniques, diagnostic tests, diagnostic and academic courses and materials of Provider.
- (b) Distance Learning Delivery Permitted. Provider may deliver any portion of the Program when necessary, via distance learning to the extent practicable at the same rates set forth in this Agreement. Delivery of the Program via distance learning does not require consent from the Customer.
- (c) Control of Program Staff. Staff who provide the Services are Provider employees or independent contractors ("Provider Personnel").
- (d) Change in Circumstances. Provider will inform the Customer if it learns of any change in circumstances at a Nonpublic School receiving the Services that may affect delivery, including changes to administrative personnel, at the Nonpublic School where the Services are delivered or if the Nonpublic School's funding allocation has been expended.

4. Customer Responsibilities.

- (a) Student Placement. The Customer will consult with Provider regarding the placement of students for participation in a program to receive Services.
- (b) Intentionally omitted.
- (c) Change in Circumstances. Customer will inform the Provider if it learns of any change in circumstances that may affect the delivery of the Services, which includes any change in administrative personnel, either at the Customer or the Nonpublic School recipient of Services, or any change in funding for the Services.
- (d) Change in Administrative Personnel. In the event there is a change in Customer personnel assigned to oversee or manage this Agreement, the Customer will schedule a meeting between Provider and newly hired or appointed Customer personnel as soon practicable but no later than sixty (60) days from their start date.

5. Fees and Payment

- (a) Fees. The fee for the Services is as set forth in Exhibit A. Total compensation due to Provider is Not To Exceed \$500,000.00.
- (b) Invoicing and Payment. Provider will invoice the Customer monthly in accordance with the provision of the Services, unless otherwise agreed to by the parties. Payments for the Services are due within thirty (30) days of the invoice date and are nonrefundable unless otherwise agreed in writing. The Customer is responsible for all applicable sales, use or other taxes or duties, however designated, which are imposed on any Services provided pursuant to the Agreement. If the Customer claims tax-exempt status, the Customer will present evidence of such tax exemption upon request of Provider.

6. Intellectual Property

(a) All rights, title and interest in any information and items, including training, curricula, educational content thereof developed by Provider that is used in the provision of Services is the sole and exclusive property of Provider and it shall retain sole and exclusive ownership of all rights, title and interest in its proprietary information, processes, methodologies, know-how and software, including such information as existed prior to the delivery of the Services and, to the extent such information is of general application, anything that it may discover, create or develop during provision of the Services (the "Provider Materials").

7. Confidential Information

- (a) "Confidential Information" means the confidential information to be disclosed under this Agreement including certain proprietary information, which may include but is not limited to, strategic planning, financial data, training content, presentations, trade secrets, trademarks, technical data, benchmarking, know-how, methodologies, discoveries, ideas, concepts, techniques, designs, specifications, and other business information not generally known in the marketplace, and Personally Identifiable Information as defined below.
- (b) "Personally Identifiable Information" means all information that can be used to identify an individual, as may be defined in applicable information security and privacy laws, and includes "Nonpublic Personal Information" ("NPI"), as defined under the Gramm-Leach-Bliley Act (15 U.S.C. §6801 et seq.); "Personally Identifiable Information ("PII") derived from Educational Records (defined in 34 CFR § 99.2) as described under the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. 1232g, et seq.) and "Protected Health Information" ("PHI"), as defined under the Health and Insurance Portability and Accountability Act of 1996 (42 U.S.C. §1320d) ("HIPAA.")

- (c) The party disclosing the Confidential Information will be referred to as the "Disclosing Party" and the party receiving the Confidential Information will be referred as the "Recipient." It is understood that one party can, at certain times, be a "Recipient" and at other times a "Disclosing Party."
- (d) Recipient agrees that neither it, nor any of its employees, officers, directors, agents, and representatives who need to know such information (collectively, its "Representatives") will: (i) in any fashion or for any purpose use the Confidential Information except for the purpose set forth in the Agreement; or (ii) disclose, divulge, publish or disseminate the Confidential Information except as expressly authorized by Disclosing Party or this Agreement. Recipient further agrees that it and its Representatives will: (y) take all reasonable measures to protect the confidentiality of, and avoid disclosure or use of, the Confidential Information so as to prevent it from entering the public domain or falling into the possession of persons other than those authorized by this Agreement to have access to it; and (z) only permit those Representatives of Recipient who are authorized to participate, directly or indirectly, to have access to Confidential Information.
- (e) Confidential Information shall not include any information (a) previously known by Recipient, (b) independently developed by Recipient, without use of any Confidential Information, (c) acquired by Recipient from a third party that is not, to Recipient's knowledge after due inquiry, under any legal obligation not to disclose such information or (d) that is, or becomes, public through no breach by Recipient of this Agreement.
- (f) Accordingly, Recipient agrees, subject to applicable law or court order, not to disclose any of its communications, or any of the information it receives and develops in the course of the Services, to any person or entity apart from Customer and such other persons or entities as permitted by law or as Customer may designate.
- (g) Return of Confidential and Proprietary Information. Upon request of the Disclosing Party, the Customer shall return, and cause any Nonpublic School in possession of, all Confidential Information in its possession, custody or control to the Disclosing Party.

8. Students and Records and Privacy

- (a) With respect to Education Records (defined above) that Provider may create, receive or maintain on behalf of the Customer or NPS, Provider is designated as a School Official with a legitimate educational interest in and with respect to such Education Records, only to the extent to which Provider is required to create, receive or maintain Education Records to carry out the Services.
- (b) <u>FERPA</u>. To the extent Services provided hereunder pertain to the access to student information, Provider will comply with 20 U.S.C. §1232g - the Family Educational Rights and Privacy Act (FERPA), the federal regulations issued pursuant thereto 34 CFR Part 99.
- (c) <u>HIPAA, CIPA, and GLBA</u>. Further and to the extent applicable, Provider will comply with federal laws and regulations relating to student privacy including Privacy Rights of Students, Computer Users' Responsibilities, Security of Computing Resources, Security of Data, Privacy of Computing Resources, Health Information Privacy and Accountability Act (HIPAA), Children Internet Protection Act (CIPA), and the Gramm-Leach Bliley Act (GLBA).

9. Breach and Termination.

(a) <u>Termination for Cause</u>. Either party may terminate this Agreement for cause if the other party is in material breach. The notice of default must provide the breaching party a detailed description of the alleged breach and an opportunity to cure of at least thirty (30) days in the case of a non-monetary default and at least ten (10) days in the case of a monetary default ("Cure Period"). If the breach is not cured within the Cure Period, the non-breaching party may terminate this Agreement by providing a written notice stating the date of termination.

(b) <u>Equitable Adjustment</u>. Upon early termination of the Agreement, Customer will pay Provider for Services delivered up to and including the date of termination.

10. Indemnification and Limitation of Liability.

- (a) <u>Provider Indemnification</u>. To the extent permitted by law, Provider agrees to indemnify the Customer and its employees, officers, and directors from liabilities, demands, judgments, assessments, damages, fines, penalties, losses, or expenses, including reasonable attorneys' fees (collectively "Losses"), incurred by reason of a third party claim caused by the Provider's negligence or willful misconduct in its performance of this Agreement, except to the extent that such Losses are solely caused by negligence or willful misconduct of Customer.
- (b) <u>Customer Indemnification</u>. To the extent permitted by law, the Customer agrees to indemnify Provider and its employees, officers, and directors from Losses incurred by reason of a third-party claim caused by the Customer's negligence or willful misconduct in its performance of this Agreement, except to the extent that such Losses are solely caused by negligence or willful misconduct of Provider.
- (c) Indemnification Process. A party to this Agreement claiming a right of indemnification shall be referred to herein as the "Indemnified Party" and the party against whom the claim for indemnity is being made shall be referred to herein as the "Indemnifying Party." In the case of a claim asserted by a third party which claim is subject to indemnification, (a "Third-Party Claim"), the Indemnified Party will (i) give the Indemnifying Party prompt written notice of such Third-Party Claim. The Indemnifying Party is liable for its proportionate share of the Losses for such claim based on degree of fault as finally determined by a court or arbiter of competent jurisdiction. The Indemnifying Party shall not enter into any stipulated judgment or settlement that purports to bind the Indemnified Party without the Indemnified Party's express written authorization, which shall not be unreasonably withheld or delayed. In all instances, indemnification obligations stated in this section are several and not joint.
- (d) Limitation of Liability. Notwithstanding the terms of any other provision and to the extent permitted by state law, the total liability of Provider and its affiliates, directors, officers, employees and contractors for all claims of any kind arising out of this Agreement, whether in contract, tort or otherwise, shall be limited to the lesser of the total fees paid to Provider in the preceding 12 months or \$500,000. Provided however, the foregoing limitation will not apply to claims of personal injury, damage to personal property, and infringement of intellectual property. Neither Provider nor Customer shall in any event be liable for any indirect, consequential, loss of profits or revenue, enhanced damages or punitive damages, even if Provider or Customer have been advised of the possibility of such damages. The waiver of consequential damages and the limitation of liability set forth herein are fundamental elements of the basis of this Agreement between Provider and the Customer. Provider would not be able to provide the Services on an economic basis, and would not have entered into this Agreement, without such waiver and limitation. It is expressly understood and agreed that the foregoing provisions of this Section survive any expiration or termination of this Agreement to the extent the circumstances creating a liability covered hereby arose prior to such expiration.

11. INSURANCE

(a) <u>Insurance Coverage</u>. The parties are insured with coverage for commercial general liability, property damage, and worker's compensation.

(b) <u>Provider Insurance Limits</u>. For the term of the Agreement, Provider will maintain liability insurance of the types and limits set forth below:

 i. Commercial General Liability: \$2,000,000 annual aggregate. 	\$1,000,000	on	а	claims-made	basis	and
ii. Auto Liability:iii. Workers Compensation:iv. Employer Liability:	\$1,000,000 a At the limit r \$1,000,000 a	equi	red	by state law		

(c) <u>Proof of Insurance</u>. Upon request, a party will produce a certificate of insurance evidencing the limits set forth above.

12. <u>NOTICES</u>

- (a) <u>Methods of Delivery</u>. All notices under this Agreement may be delivered only by: (i) hand delivered by nationally recognized overnight delivery service (e.g., Fed-Ex or UPS or USPS Priority Overnight) messenger or courier service, (ii) pre-paid first-class certified mail, return receipt requested, or (iii) e-mail with read receipt requested, addressed to the respective party as noted below or to such other addresses as any party may designate by notice complying with the terms of this Section.
- (b) <u>Date of Delivery</u>. Each such notice is deemed delivered on either, (i) the date delivered by personal service, (ii) the date on the pre-paid first-class certified mail return receipt, or (iii) the date of the "delivered receipt" e-mail or tracking information from nationally recognized overnight delivery service.
- (c) Notice Addresses. The addresses of the parties for notice are:

Mineral County School District 751 A Street Hawthorne NV 89415 Attention: Kathy Trujillo Email: trujillo.kathy@nvmcsd.org

To Provider: Catapult Learning West, LLC P.O. Box 444 Elmsford NY 10523 Attention: Email: contracts@fullbloom.org With a copy to the Office of the General Counsel at the same address.

13. MISCELLANEOUS

- (a) <u>Force Majeure</u>. Neither party will be liable for non-performance or in default to the other party for failures of performance resulting from events beyond the reasonable control of such party, including, by way of example and not limitation, acts of God, disease outbreak or widespread illness, computer virus attack or infiltration, civil disturbances, war and strikes.
- (b) <u>No Agency</u>. The parties do not intend for this Agreement to create a partnership or joint venture between the parties. Neither party may commit the other party for any purpose except as expressly provided herein.

- (c) <u>Assignment</u>. Neither party may assign or transfer any interest arising in or from this Agreement without the prior written consent of the other party. Provided however, the foregoing consent is not required from Customer when Provider assigns or transfers this Agreement or any interest herein to a subsidiary, parent company, or a corporate affiliate of the Provider or in connection with the sale of all, or substantially all the outstanding assets or transfer of a majority interest in ownership or equity of Provider.
- (d) <u>Applicable Law</u>. Provider will comply with the federal and state laws applicable to the provision of the Services.
- (e) Governing Law. The parties intend Delaware law to govern this Agreement.
- (f) <u>Non-discrimination</u>. Provider is an equal opportunity employer and conducts all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, citizenship status, pregnancy, sexual orientation, gender identity, military service or other legally protected category.
- (g) <u>No Waiver</u>. Failure of either party to exercise, or delay in exercising any right under this Agreement shall operate as a waiver. Exercising any right does not preclude the party from exercising any other right.
- (h) <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the parties and all previous agreements or discussions are hereby superseded by this Agreement.
- (i) <u>Severability</u>. If any provision of this Agreement is held invalid, the validity of the remainder of this Agreement shall not be affected.
- (j) <u>Amendment of Agreement</u>. This Agreement may be amended only by a written agreement signed by both parties.
- (k) <u>Counterparts</u>. This Agreement may be executed simultaneously in two or more counterparts, each of which is an original, but all of which together constitutes one complete document.
- (1) <u>Publicity</u>. Each party may disclose the existence, subject matter, size, and/or value of this Agreement in press releases and public announcements and in such connection may refer by name to the other party only after obtaining the other party's consent which consent may not be unreasonably withheld.
- (m) <u>No Third-Party Beneficiaries</u>. The parties intend that nothing in this Agreement grants any rights or benefits to anyone other than the parties. The parties further intend this Agreement does not allow any claim or right of action to anyone other than the parties.

[THE SPACE BELOW IS INTENTIONALLY LEFT BLANK]

This Agreement is executed as of the date stated in the introductory clause, regardless of any dates inserted below:

Mineral County School District

Name: Title: Date:

Catapult Learning West, LLC

Steve Qualtrociocchi

Name: Steve Quattrociocchi Title: President Date: 6/20/2024 Mineral County School District and Catapult Learning West, LLC

EXHIBIT A PROGRAM AND FEES

Type of Program: Instructional/Intervention

Sub-Category of Program: Summer Programming

SUMMER PROGRAM

Start Date: July 8th, 2024, 2025 start date to be determined
Program Length in Days: 16 days per summer session
Session Length: 6 Hours
Curriculum: Achieve Literacy K-8, STEM, Achieve Math K-8, Other-EmpowerU, Apex, Motivation

FEES

The Customer will be utilizing the following funding sources: District Funding

The Customer shall pay Provider on the following basis: a fixed Fee of \$500,000.00 for the provision of the Services over the Term.

**Pricing Charts attached on the following pages.

DocuSign Envelope ID: 8206ACEC-891A-408D-A358-F9CEEEA91851

Price Quote for Mineral County School District

Summer Pricing – 2024

K-8 Services – 4 Weeks

Number of Students:	81
Group Size:	Average of 9
Number of Groups:	9
Hours Per Week Per Group:	24
Staffing:	1 Site Coordinator, working 36.2 hours/week 10 Mentors, each working 24 hours/week 9 Teachers, each working 31.2 hours/week
Number of Weeks:	4
Curriculum:	AchievePhonics or AchieveLiteracy, STEM, and EmpowerU Tier I

Cost of Service

Catapult Learning Summer Journey Program

\$186,023.00

High School Services – 4 Weeks

Number of Students:	24
Group Size:	Average of 12
Number of Groups:	2
Hours Per Week Per Group:	24
Staffing:	2 Teachers, each working 31.2 hours/week 1 Math Tutor, working 15 hours/week
Number of Weeks:	4
Curriculum:	APEX License, STEM, and EmpowerU Tier II (Short Course)
Cost of Service	

Catapult Learning Summer Journey Program

\$49,782.00

Summer Pricing – 2025

K-8 Services – 4 Weeks

Number of Students:	81
Group Size:	Average of 9
Number of Groups:	9
Hours Per Week Per Group:	24
Staffing:	1 Site Coordinator, working 36.2 hours/week 10 Mentors, each working 24 hours/week 9 Teachers, each working 31.2 hours/week
Number of Weeks:	4
Curriculum:	AchievePhonics or AchieveLiteracy, STEM, and EmpowerU Tier I

Cost of Service

Catapult Learning Summer Journey Program

\$186,023.00

High School Services – 4 Weeks

Number of Students:	24
Group Size:	Average of 12
Number of Groups:	2
Hours Per Week Per Group:	24
Staffing:	2 Teachers, each working 31.2 hours/week 1 Math Tutor, working 15 hours/week
Number of Weeks:	4
Curriculum:	APEX License, STEM, and EmpowerU Tier II (Short Course)

Cost of Service

Catapult Learning Summer Journey Program

\$49,782.00

Price Notes

- The quoted prices will be honored for 90 days from the date of this proposal.
- All pricing is dependent upon the specific parameters outlined in this proposal. Any changes made to the program to
 include number of Students, Group Size, Groups, and Hours per Student may result in a change in price.
- The quoted prices and services included in the proposal are subject to the execution of a mutually agreeable contract, inclusive of billing terms.
- Standard payment terms are Net 30.

CATAPULT LEARNING EmpowerU Order Form and SaaS Platform Agreement

Customer: Mineral County School District	Contact: Kathy Trujillo
Address: 751 A Street, Hawthorne, Nevada, 89415, United States	Phone:
E-Mail:	E-Mail:

EmpowerU Order: Subject to the Terms and Conditions of this Agreement, Customer will receive access to the EmpowerU Course Package(s) it selects from the table below. The PD Now Courses are more fully described in <u>Attachment 1</u>. Customer will pay to Catapult the Annual Service Fee payable in advance, as provided in the table below for each package ordered for the number of Customer's Authorized Users.

EmpowerU Platform Access: Included in Summer Program Number of Authorized Users: 162 Tier One, 48 Tier Two

EmpowerU Packages

Teacher Led Classroom Program-Tier One/Universal (Grades K-12)

Tier Two High-Dosage Intervention with 1:1 Asynchronous Student Support (Grades 3-12, 6-8 week program)

TERMS AND CONDITIONS **Prices included herein are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of Customer. Pricing is valid for only 60 days. Payment is due net 10 days of invoice.

Term: The Product/Services purchased pursuant to this Agreement will begin on or about the start date set forth above and continue in effect for the Product/Service Term set forth above ("Subscription Period"). Unless otherwise set forth herein, all Product licenses shall have the same start and end dates, all Products are deemed delivered upon provisioning of license availability, and all Services must be used within the Subscription Period; unused Product licenses or Services are not eligible for refund or credit. Without prejudice to its other rights, EMPOWERU may suspend delivery of the Product/Services in the event that Customer fails to make any payment when due.

Acceptance: This Signed Purchase Order along with the attached Software as a Service Terms and Conditions ("Terms") linked here (https://info.empoweru.education/license) constitute the entire agreement between the parties and shall be effective during the Service Term dates noted above. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof. Each party's acceptance of this Agreement was and is expressly conditional upon the other's acceptance of the terms contained in the Agreement to the exclusion of all other terms.

Mineral County School District

Catapult Learning West, LLC

DocuSigned by: Steve Quattrociocchi 039F908B0A5E428

Nam Steve Quattrociocchi e: Title: President Date: 6/20/2024

Name:

Title: Date: DocuSign Envelope ID: 8206ACEC-891A-408D-A358-F9CEEEA91851

Attachment 1 - EmpowerU Packages and Associated Courses

Teacher Led Classroom Program- Tier One/Universal (Grades K-12)

EmpowerU's Resilience and Life Skills Classroom Lessons help students become self-directed learners who can take charge of their thoughts, emotions, and actions - even when things get difficult. Student centered lessons are differentiated by grade (K-12) and delivered weekly by the classroom teacher. Each lesson is highly scripted, making it easy for all teachers to deliver weekly without the need for prep.

Program includes:

- Teacher online access to 26 weekly scripted lessons that teach core resilience and life skills lessons using video, scripted activities, and discussion questions.
- A printed reflection journal for each student that helps them apply what they learned in the lesson to their goals and lives.
- teacher access to an online library of daily scripted activities that expand that learning between lessons using supplemental videos and daily activities
- Classroom posters that build a common language and help support student self-regulation and behavior redirects.
- Turnkey training of your entire staff led by your EmpowerU Client Success Manager
- Ongoing client support, as needed
- Pre to post-data outcomes classroom

Tier Two High-Dosage Intervention with 1:1 Asynchronous Student Support (Grades 3-12, 6-8 week program)

EmpowerU's Tier 2 intervention supports elementary students (grades 3-5) struggling with non-academic barriers to success, such as focus, self-regulation, and engagement. Independent online lessons are 10-12 minutes each, and students complete 2 lessons each week over 6-8 week intervention period- dovetailing into targeted intervention time during the school day. Students receive highly personalized asynchronous feedback and support from their 1:1 EmpowerU instructor after each lesson to help them apply learned skills and strategies to their own lives.

Program includes:

- Secure student access to online EmpowerU lessons (16 lessons per 6-8 week intervention)
- Daily online support and accountability for each student from their EmpowerU Instructor
- Online live dashboard for your school team to monitor student progress and outcomes in real-time
- A virtual training for school referral staff led by your dedicated EmpowerU Client Success Manager
- Ongoing client support, as needed
- Pre to post outcomes data per student.

ACTION ITEM #2

Working Transportation Supervisor

FLSA Status: Exempt Safety Sensitive: NO Created: 8/18/16 Last Revised: 5/22/2024

DEFINITION: Enables each student, through safe and efficient transportation, to take full advantage of the complete range of curricular and extracurricular activities offered by District schools. Under the direction of the Superintendent, this position is responsible for administering, evaluating, planning, organizing, directing, managing, inspecting, training and supervising the functions and services of the Transportation Department; maintaining, procuring and repairs of the fleet of school buses and other motor vehicles; managing the operations; training of candidates and bus drivers, administering over transportation sites within the District.

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

- Coordinate the organization, staffing and operational activities for the Transportation Department including select, train, motivate and evaluate Transportation Department personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures bus route planning, bus driver training and vehicle maintenance.
- Supervises the acquisition, installation and maintenance of all transportation and maintenance equipment, identify resource needs
- Participate in the development and implementation of goals, objectives, policies and priorities for pupil transportation services; identify resource needs; recommend and implement policies and procedures.
- Supervises, monitors and guides employee time and activities.
- Performs activities of workers supervised.
- Evaluates job performance of transportation personnel.
- Coordinate transportation services with those of other divisions and outside agencies and organizations (i.e., Department of Motor Vehicles, OSHA, Fire Department, etc.)
- Performs all record keeping pertaining to the District's transportation function including District and state required reports. Prepares and submits all insurance reports, accident reports and claims regarding school vehicles.
- Ensures consistent successful vehicle audits, fleet reports, inspections, etc.
- Participate in the development and administration of the pupil transportation services program budget; forecast additional funds needed for staffing, equipment, materials and supplies; monitor expenditures; recommend adjustments as necessary
- Develops, monitors, and utilizes budgets in areas of responsibility including bus maintenance, fuel, staffing.
- Establishes and manages an effective transportation prevention maintenance program
- Assists District Office in preparing cost/benefit analysis on maintenance of buses to determine whether to bid out or to perform in house
- Works closely with bus drivers and parents in solving discipline problems occurring on school buses and bus trips

- Acts as liaison with parents for complaints and special requests
- Addresses complaints and initiates corrective action designed to improve services.
- Advises the superintendent or his designee, concerning road conditions for decisions on school closing during inclement weather
- Reviews all daily pre-trips mechanical, interior, and exterior bus inspection forms and arranges for needed maintenance and repair of all school buses and other vehicles to assure safe operating conditions. Acts on any reports of mechanical irregularities, unusual handling or operating characteristics observed by bus drivers
- On a weekly basis inspects buses for cleanliness, safety and appearance, and takes required actions in order to meet prescribed standards
- Reviews trips and dispatch logs for conformation with schedules
- Prepares and issues new/revised schedules to bus drivers in a timely manner
- Dispatches replacement vehicles when required.
- Manages disposal and acquisition of vehicles to ensure effective, quality, fiscally responsible transport services.
- Organizes emergency exit drills at least twice during the school year for all pupils who ride school buses
- Serve on the District Safety Committee and the Discipline and Attendance Committee.
- Participate in Special Education IEP meetings as appropriate under the direction of the Director of Special Services.
- Records warranties and communicates with manufacture representatives regarding vehicle parts and equipment warranties
- Responsible for the safe handling of hazardous materials
- Investigate accidents and incidents involving District vehicles; negotiate and resolve sensitive issues and complaints concerning pupil transportation
- Maintains effective interpersonal skills.
- Consistently demonstrates effective problem solving skills.
- Keep work areas free of hazardous conditions, e.g. grease/oil spills, excess supplies, etc.
- Ensure that work areas are clean and equipment, tools, etc., are properly stored before leaving work area at the end of the work day.
- Remove unit such as engine, transmission, or differential.
- Disassemble unit and inspect parts for wear on gasoline and diesel engines.
- Repair or replace carburetors, blowers, generators, distributors, starters, and pumps.
- Rebuild parts such as crankshafts and cylinder blocks.
- Rewire ignition system, lights and instruments panel.
- Reline and adjust brakes, align front end, repair or replace shock absorbers, and solder leaks in radiators.
- Mend damaged body and fenders by hammering out or filling in dents and welding broken parts.
- Replace and adjust headlights, and install and repair accessories such as radios, heaters, mirrors, and windshield wipers.
- Assist in the recruiting, selecting competent personnel.
- Create/align/revise annually Bus Driver Handbook to meet the needs and expectations of MCSD, NDE Bus Driver Training Manual & NRS

- Makes all job-related decisions based on the needs of the students and district based as identified in policy and by supervisor.
- Performs other duties as assigned.

QUALIFICATIONS FOR EMPLOYMENT:

KNOWLEDGE AND ABILITY:

Knowledge of

- Extensive knowledge of repair and overhaul practices and techniques for buses, trucks, cars and other heavy duty equipment
- Preventive maintenance on vehicle/heavy duty equipment
- Transportation laws and regulations
- Safe driving practices
- Standards and requirements set forth in the Nevada School Bus Standards and Operation Procedure Manual (NSBSOPM) including specific standards for a bus chassis, body, buses specially equipped for the transportation of students with special needs; used school buses and school bus operators
- Effective training, management and organizational practices.
- Have an extensive knowledge of the principles of diesel engines, gasoline engines, generators, vehicle electrical apparatus, power and aid functions, hydraulic mechanisms and braking systems.

Ability to

- Use good judgment in applying established guidelines to solve work problems
- Supervise and direct and evaluate personnel and work well with people
- Effectively evaluate all applicants to assure compliance with all license, physical, training and driving record requirements for school bus operators stipulated in the NSBSOPM
- Direct in service and driver evaluation programs
- Direct and organize and execution of emergency exit drills
- Maintain close communication with school authorities regarding routes, schedule and pupil conduct
- Review bus reports and other inspection reports
- Diagnose and test for malfunctions in motor vehicles with complex computerized systems
- Obtain and maintain a Commercial Driver's License with S and P endorsements
- Obtain and maintain a Nevada Department of Education Certified School Bus Driver Trainers certificate
- Interpret manuals and schematics
- Perform strenuous physical work
- Calculate figures and amounts such as proportions, percentages, area, circumference, and volume.
- Apply concepts of basic algebra and geometry.

- Safely move and relocate heavy objects
- Work in confined spaces

EXPERIENCE AND TRAINING:

- High School Diploma or equivalent
- Extensive experience with diesel engines, gasoline engines, generators, vehicle electrical apparatus, power aid functions, hydraulic mechanisms, and braking systems.
- One year Supervisory experience
- Possess a CDL.
- Successfully pass a required state physical.
- Pass State of Nevada annual bus drivers examination with a score of 75% or better.
- Successfully completed a twenty-hour training course required by Nevada State Department of Motor Vehicles and State Board of Education.

Preferred: Certification in Diesel mechanical, automotive repair, automotive body work.

PHYSICAL REQUIREMENTS: The physical requirements described here are representative of those that must be met by an employee to successfully perform the essential functions of the job.

Strength, dexterity, coordination, and vision to use keyboard and video display terminal for prolonged periods. Strength and stamina to bend, stoop, sit, and stand for long periods of time. Repetitive fine motor activities, feeling, hearing, climbing and balancing. Vision: frequent near and far acuity, depth perception, focal length change and color vision. Exert force of 50-100lbs frequently, 25-50 lbs occasionally and 10-25 lbs constantly. May involve significant stand/walk/push/pull/carry.

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:

Environmental conditions: varies from a climate controlled office setting to work out doors with temperatures ranging from mild/moderate to extreme cold/heat. Exposure to noise levels ranging from moderate to load and occasional to frequent time periods. Frequent exposure to fumes of vehicles and solvents.

JOB RISK FACTORS: Furniture, playground/office equipment, exposure to hazardous chemicals, bloodborne pathogens, communicable diseases, and power/hand operated equipment and machinery.

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; 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.

I have read and understand this explanation and job description.

Signature:

Date:_____

ACTION ITEM #3

Travel	Request	Form
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Travel Request Form	l	M			NTY SCHOO	L DISTRICT		Page 1
NAME(S) Of ATTENDEE:	JGGI Name on Passport/I	<u>AFII</u> D if need		eserva	ition.	434 - 44	DAT	E. JUNE 11, 2024
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CITY/STATE OF	CONFERENC		TRU			LIFORNIA	ovide	website address)
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Other Miscellaneou	s expenses: (attacl	h explana	tion) Airpo	ort Pa	rking \$15 x 6		\$	Steel States The
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NOTE: After site administrator/supervisor approval, All OUT-OF-STATE travel MUST have the approval of the Board of Trustees prior to making travel arrangements. Submit request a minimum of <u>TWO WEEKS PRIOR</u> to Board Meeting.

DATE:

MO 202

BOARD DATE:

Site Administrator Signature ١ Grant M Signature **Finance Manager Signature**

Effective January 2024

Superintendent Signature

40/11/24, 0.29 AW

Camornia Association of School Transportation Officials - 2024 mechanics & maintenance Supervisor workshop and Trade Snow -...

California Association of School

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Back

Add to my calendar 🗄

2024 Mechanics & Maintenance Supervisor Workshop and Trade Show - Attendee Registration

Transportation Officials

 Start
 Thursday, July 18, 2024

 End
 Friday, July 19, 2024

Location Tahoe Truckee Unified School District, Transportation Facility 12485 Joerger Dr, Truckee, CA

Registration

also included.

- O1: General Registration | Members - \$349.00 The price includes Continental Breakfast, Lunch, Dinner on Thursday, and all programs on Thursday and Friday. A T-shirt is
- O2: General Registration | Non-Members - \$399.00

The price includes Continental Breakfast, Lunch, Dinner on Thursday, and all programs on Thursday and Friday. A T-shirt is also included.

03: Executive Board and Life
 Members

California Association of School Transportation Officials

MECHANICS & MAINTENANCE SUPERVISOR WORKSHOP AND TRADE SHOW

TAHOE TRUCKEE UNIFIED SCHOOL DISTRICT



July 18-19, 2024



ATTENDEE REGISTRATION INFORMATION

Join us for the 2024 Mechanic & Maintenance Supervisor Workshop and Trade Show, taking place on Thursday, July 18th and Friday, July 19th, 2024, at the Tahoe Truckee Unified School District Transportation Facility, located at 12485 Joerger Dr, Truckee, CA 96161. Thursday, July 18th will feature the Trade Show.

Registration fee: \$349.00 for members and \$399.00 for non-members, inclusive of continental breakfast, lunch, and Thursday dinner. Credit cards are only accepted for registration.

Payment deadline: All registration fees must be recieved by July 5th, 2024.

Don't miss out on door prizes awarded at the conclusion of Friday's workshop.

PROGRAM TOPICS

- Hands-On Training: Model 1, A-Z Bus & Bus West will provide comprehensive training on covering IC Buses, Thomas Buses and Bluebird Buses.
- Electrical Diagnostics
- CHP Motor Carrier Updates
- EV Bus Technical Training
- Grant Writing
- Mechanics Ergonomic Training

Register

Click here to see the program agenda

LODGING INFORMATION:

0/11/24, 0.29 AM

California Association of School transportation Officials - 2024 internances & maintenance Supervisor workshop and trade Snow -...

Secure your accommodations at the Best Western Plus Boomtown Casino Hotel, located at 2100 Boomtown Garson Road, Verdi, NV, 89439. Just a short 25-minute drive from the Tahoe/Truckee Unified School District Transportation Department, rooms are available at the special rate of \$89.00 per night, plus tax. Call (775)345-6000, press 1 (twice) for reservations. Use code: NIKKI24. *Room rate good for July 17th and July 18th, 2024.

CALIFORNIAS BEST TECHNICIAN AND INSPECTOR COMPETITION:



Please note that the CALIFORNIA BEST Technician and Inspector competition will not be held this year due to the absence of a National competition.

STN EXPO ACCESS:

As a CASTO registrant, you'll receive a complimentary pass to the STN EXPO trade show on 7/15 & 7/16. Download the conference overview to share with your colleagues, supervisors, and partners, detailing the exciting lineup of events at STN EXPO. Additionally, take advantage of a special CASTO discount for full conference access, which includes professional development classes, the Green Bus Summit, networking events, and a trade show featuring 117 exhibitors and OEMs.

Discounted rooms are available at Peppermill Resort starting at \$119 per night. Book a Room

Register here | Use the exclusive discount code CASTO100.

E

castoways.org

855.227.8668



MECHANICS & MAINTENANCE SUPERVISOR WORKSHOP AND TRADE SHOW Tahoe Truckee Unified School District Transportation Facility JULY 18 & 19 2024 Mechanic's Program Agenda (Thursday 7-18)



				-	
3:15 – 4:45 (Break-out Sessions)	Trans Ar AC Training TwoPartSeries 1 of 2	A2Z BUS	Electrical Diagnostics Two Part Series	2 of 2	Buswest Thomas HDX and C2 Training Two Part Series 2 of 2
2:30 – 3:15 EV Garage		Trade	Show		
1:00 – 2:30 (Break-out Sessions)	Trains Air AC Training TwoPartSeries 1 of 2	A2Z BUS	Electrical Diagnostics Two Part Series	1 of 2	Buswest Thomas HDX and C2 Training Two Part Series 1 of 2
11:45 - 1:00		Lunch	Trade	Show	
10:15 – 11:45 (Break-out Sessions)	Model 1 Training EV Bus Two Part Series 2 of 2	A2Z BUS	EV Bus TrainIng Two Part Series	2 of 2	Buswest Thomas HDX and C2 Training Two Part Series 2 of 2
9.30 - 10.15 EV Garage		Trade	Show		
8:00-9:805	Model 1 EV Bus Two Part Series 1of 2	A2Z BUS	EV Bus Training Two Part Series	1 of 2	Buswest Thomas HDX and C2 Training Two Part Series 1 of 2
7:30 - 8:00 - 	"Welcome" Michael Sawyer	CASTO State	liablear		
June 18kThurse	Registration	Continental	DICANASI		

Manager/Supervisor's Program Agenda (Thursday 7-18)

-	
10:15-10:45	Closing Remarks Door Prizes
9:00-10:15	CHP Motor Carrier Update
8:30-9:00 June 19, Fri	Continental Breakfast

ACTION ITEM #4

Travel Request Forn					
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NAME(S) Of ATTENDEE: Full	Hope B	D if needing a flight reserv	no il sente piete i	DATE:	4/11/ay
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Lodging: (Use GSA ratings)	Room rate for lodging and me	\$ 259 X	1E total for the full daily an	\$	29500
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	Lunch	\$ <u>20</u> ×	days	\$	120
	Dinner	s <u>36</u> ×	5 days	\$	180
	Incidentals	\$ X	days	\$	
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NOTE: After site a prior to r	dministrator/super naking travel arfan	visor approval, All OU	F-OF-STATE travel <u>MUST</u> h st a minimum of <u>TWO WE</u>	ave the approv	val of the Board of Trustee Board Meeting.
BOARD DATE:			Site Administrator	Signature	
DALL.		3-	Grant Manager Sig	nature	
			Firmance/Manager S	ignature ////////////////////////////////////	
Effecti	ve January 2024		Superintendent Sig	nature V	NA

Travel Request Form

To assist everyone in making your trip plans, please fill out completely to ensure you get the trip you need.

Conference Dates & Times: 10/15 - 10	la la		
Name of where conference is being held Hotel, School/College or Convention Center:		le	
Do you need airline reservations? () Note: Registration must be made by the attendee(s) be or conference. District Office cannot get refunds on fl responsible for the excess cost or the non-refundable t	efore flights are made to ensur lights and changes cost extra.		
Date & Time you wish to DEPART: 10/14	4 6 9	101 I V	
Date & Time you wish to RETURN:			
	(Attach	your preferred flight	schedule)
Do you need lodging reservations? (2) Yes ()) No	- <u></u>	
(Circle Preferences)	Single	Double	Triple
GSA (Per Diem Rate) : 232 Go To: <u>www.gsa.gov</u> to get rates.	Smoking		Ion-Smoking
Register under what name(s)?	Hope Blinco		
Name, Address, Phone number of motel/hotel you are wishing to stay at:	Hope Blinco The Westin :	Seattle	
If this activity is sponsored by a large group, does the group have a block of rooms/code reservation name or number reserved in a particular hotel? () Yes () No			
Deadline Date:	Code Information:	Link in=	Registration

NOTE: Please furnish a copy of any information you have on the conference, workshop, etc. which might help with travel scheduling. <u>Conference/Workshop registration will be the responsibility of the attendee</u> and may only be made after a purchase order has been approved. If travel must be cancelled, the person traveling is responsible for cancelling all travel/lodging, and must notify the District Office of any refunds due. Room fees and flights cancelled at the last minute for anything other than an emergency or unforeseen circumstance may be charged to the employee.

Please send ORIGINAL travel form and SIGNATURES to district office for approval. <u>Keep copies at your</u> site, this paperwork will not be returned to you.

4/11/24, 9:55 AM



Mineral County School District Mail - Re: 3 Reasons To Attend AASPA's 86th Annual Conference



Networking Opportunities - AASPA's 86th Annual Conference brings together school HR administrators from across the country, providing an excellent opportunity for networking and collaboration.



Thought-Provoking Sessions - These sessions cover various topics, including recruitment and retention strategies, legal compliance, employee relations, diversity and inclusion, technology in HR, and more.



Exhibit Hall With Cutting Edge Technology -Attendees can explore the latest HR software solutions, recruitment tools, substitute management platforms, and professional development resources.



Register Here

Show your boss this letter and your school district won't be able to say "No" to attending AASPA's 86th Annual Conference in Seattle, WA.

CONVINCE YOUR BOSS!

Is your boss still not convinced? AASPA's Annual Conference provides a platform to showcase successful strategies, innovations and solutions implemented in your district. Submit a presentation proposal today to share the amazing things happening in your district!

Submit A Presentation Proposal

For questions regarding this event please reach out to Emily Kennedy at emily@aaspa.org or (913) 327-1222.

hare This Entail

Share This Entail

Share This Email



Blinco, Hope <blinco.hope@nvmcsd.org>

Re: 3 Reasons To Attend AASPA's 86th Annual Conference 1 message

Trujillo, Kathy <trujillo.kathy@nvmcsd.org> To: "Blinco, Hope" <blinco.hope@nvmcsd.org> Cc: Stephanie Keuhey <keuhey.stephanie@nvmcsd.org>

Wed, Apr 10, 2

Good afternoon:

This will fit nicely into our RPDP grant for 2025. We have traditionally reserved the RPDP funding for department have a budget for things like this :) Kathy

On Wed, Apr 10, 2024 at 9:50 AM Blinco, Hope

blinco.hope@nvmcsd.org> wrote:

Good morning,

Dawn Huckaby (Lyon County School District) has been trying to get me to join AASPA for a few years. Last year she wanted me to go to the conference with her. I have attached her email and the conference information for your reference. Here is a screenshot of some of the breakout sessions from last year:

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Registration is \$900 for members and \$1200 for non members (individual membership is \$275)

Kathy is there a grant that would allow these charges plus airfare etc.?

Hope Blinco, PHR, SHRM-CP Human Resources/Payroll Mineral County School District PO Box 1540 Hawthorne, NV 89415 775-945-2403 775-945-3709 fax

we ARE HIRING https://nvmcsd.org/employment

4/11/24, 9:55 AM

Mineral County School District Mail - Re: 3 Reasons To Attend AASPA's 86th Annual Conference

CONFIDENTIALITY NOTICE: This communication and any documents, files or previous e-mail messages attached to it, constitute an electronic communication within the scope of the Electronic Communication Privacy Act, 18 USCA 2510 This communication may contain non-public, confidential or legally privileged information intended for the sole use of the designated recipient (s). The unlawful interception, use or disclosure of such information is strictly prohibited under 18 USCA 2511 and any applicable laws. If you are not the intended recipient or have> received this communication in error, please notify the sender immediately by reply e-mail and delete all copies of this communication including attachments, without reading them or saving them to disk.

------ Forwarded message ------From: Huckaby, Dawn <dhuckaby@lyoncsd.org> Date: Tue, Apr 9, 2024 at 5:33 PM Subject: Fwd: 3 Reasons To Attend AASPA's 86th Annual Conference To: Hope Blinco <blinco.hope@nvmcsd.org>

Hi Hope,

I reached out to NDE to see if they are bringing a NV team to the conference. They are not able to do this at this time so I gave them your name and also Billiejo Hogan, our new HR director in the case they obtain title II funds and can send a team. You might want to see about attending this one since it is in the west. Thanks!

Dawn

Dawn Huckaby, SPHR, SHRM-SCP Executive Director of Human Resources Lyon County School District (775) 463-6800 x10053 Click below to apply today!

APPLY TODAYI Big Hearts

Refer a friend and earn \$1000 when they remain employed and receive an effective evaluation! Click REFERRAL!



Lyon County School District Personal of a permanent Connected Learners Connected Learners Student Ownership Discovery Learning

This information contained in this communication may be confidential and is intended only for the use of the intended recipient(s). If the reader of this message is not the intended recipient(s), you are hereby notified that any dissemination, distribution, or copying of this communication, or any of its contents, is strictly prohibited. If you have received this communication in error, please return it to the sender immediately and delete any copy of it from your computer system.

------ Forwarded message -------From: American Association of School Personnel Administrators <joe@aaspa.org> Date: Tue, Apr 9, 2024 at 9:42 AM Subject: 3 Reasons To Attend AASPA's 86th Annual Conference To: <dhuckaby@lyoncsd.org>
Event Registration - American Association of School Personnel Administrators

Event Registration



Sack to 2024 Annual Conference (/events/2024-annual-conference)

2024 Annual Conference - Registration

🛗 October 15, 2024 12:00 AM- October 18, 2024 12:00 AM

• The Westin Seattle

1900 5th Avenue Seattle, WA 98101-1204 United States (https://maps.google.com/?q= (1900 5th Avenue Seattle, WA 98101-1204 United States))

Who's going?

Who would you like to register?

Welcome to registration for AASPA's 86th Annual Conference! Event Registration - American Association of School Personnel Administrators

Please select all attendees you would like to register below. If an individual from your district does not appear in the search, they will need to create a profile first. Please contact AASPA at (913)327-1222 or email emily@aaspa.org with any questions.

Businesses are not eligible for conference registration on this page. Please contact Sandy Wachter at sandy@aaspa.org (mailto:sandy@aaspa.org) for more information.

AASPA accepts purchase orders and invoicing as a courtesy for AASPA Members ONLY through August 1, 2024. Non-Member registrations must be paid for with a credit card at the time of registration.

For best pricing & availability we recommend logging in to register.

Login Now

Continue registering as a guest

Add Attendee

Begin typing the name of your Attendee

Continue \rightarrow

Click To Share This Page!

Get Involved With AASPA

AASPA wants to know more about you and your talents. In addition to joining an AASPA Committee (https://www.aaspa.org/aaspa-committees), consider writing an article, blog or book review. We also welcome webinar presenters on a variety of topics. Fill out the Involvement form and get involved with your national association today.

Committee/Involvement Form

(https://docs.google.com/forms/d/17RrbRBsd7lr_maluuw7h25YdGj_oMJAYo6DfPgZzeuA/edit)

Contact

7285 West 132nd Street Suite 100 Overland Park, Kansas 66213 United States

913.327.1222

f (https://www.facebook.com/AmericanAssociationSchoolPersonnelAdmin/)

X (https://twitter.com/_AASPA_)

in (https://www.linkedin.com/company/american-association-of-school-personnel-administrators/)

🙆 (https://www.instagram.com/aaspa_k12/) 👘 🔛 (/contact-us)

Resources

Career Center (/news/career-center)

Member Insurance (http://www.ftj.com/aaspa)

Webinars (/webinars)

Job Descriptions (/job-descriptions-)

Employee Surveys (/employee-surveys-)

W9 (https://assets.noviams.com/novi-file-uploads/aaspa/2024_W9.pdf)

Our Members

AASPA is the only organization that specifically targets and represents school personnel professionals. If you are a personnel/human resource administrator, personnel support staff, superintendent, principal or graduate student interested in this field, you will benefit from AASPA membership. The association provides resources, professional development activities and networking opportunities to help you do your job efficiently, legally and effectively.

Association Management Software (http://www.noviams.com)

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AASPA Membership

Join AASPA

AASPA membership is for school personnel whose responsibilities include school and district personnel administration; for individuals whose assigned work includes personnel functions in other educational institutions; or individuals involved in teacher testing, placement, educational research, or the preparation of school personnel administrators.

View Member Benefits (/member-benefits)

*Please note that no refunds will be issued for membership payments. Memberships are transferable if the original membership holder leaves the organization. For full AASPA cancellation policies, click here. (https://www.aaspa.org/event-policy)

Not sure what membership type is best for you? View this chart to see what benefits each member type qualifies for.

Membership Information - American Association of School Personnel Administrators

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(https://www.aaspa.org/membership-level-benefits)Click the image above to view the Member Benefits Chart in a new tab.

Individual (\$275)

Individual Membership: For school system leaders whose responsibilities totally or primarily include school and district personnel administration and individuals whose assigned work includes personnel functions in other educational institutions, including university professors. Full voting and office holding rights. Those eligible for Individual membership are practicing public and private school leaders.

Join as Individual (\$275) (/register?memberTypeID=511)

Institutional Primary (\$650)

Institutional Membership: Provides one primary and three associate memberships for one low cost. All Institutional members have full office holding and voting rights. Those eligible for Institutional membership are practicing public and private school leaders.

Please note - Institutional Membership Renewals require you to confirm your additional three associate members. Please contact morgan@aaspa.org (mailto:morgan@aaspa.org) with this confirmation in order to ensure their membership and benefits are renewed.

Join as Institutional Primary (\$650) (/register?memberTypeID=517)

Inst. Associate Extra (\$125)

Institutional Associate Extra Membership: Allows you to add additional Institutional Associates to your Institutional membership. Institutional Associate Extras have full voting and office holding rights. Those eligible for Institutional membership are practicing public and private school leaders.

Join as Inst. Associate Extra (\$125) (/register?memberTypeID=518)

Support Staff (\$175)

Support Staff Membership: For any person who engages in, or is associated with human resources functions and is not a school system leader or has staff that reports to them. Individuals who sign up for Support Staff membership but are school system leaders will be invoiced \$100 for the difference between Support Staff and Individual membership.

No office-holding or voting rights included. Not eligible for no-cost \$1 million professional liability insurance.

Join as Support Staff (\$175) (/register?memberTypeID=512)

Individual Business (\$275)

Individual Business Membership: This membership is **ONLY** for those working for businesses related to the school personnel industry. This membership is **NOT** intended for those working in a school district business office. No office-holding or voting rights included.

Join as Individual Business (\$275) (/register?memberTypeID=513)

Business Institutional Primary (\$650)

Business Institutional Membership: Provides one primary and three associate memberships for one low cost. This membership is **ONLY** for those working for businesses related to the school personnel industry. This membership is **NOT** intended for those working in a school district business office. No office-holding or voting rights included.

Please note - Business Institutional Membership Renewals require you to confirm your additional three associate members. Please contact morgan@aaspa.org (mailto:morgan@aaspa.org) with this confirmation in order to ensure their membership and benefits are renewed.

Join as Business Institutional Primary (\$650) (/register?memberTypeID=14087)

Business Inst. Associate Extra (\$125)

Institutional Associate Extra Membership: Allows you to add additional Business Institutional Associates to your Institutional membership. This membership is **ONLY** for those working for businesses related to the school personnel industry. This membership is **NOT** intended for those working in a school district business office. No office-holding or voting rights included.

Join as Business Inst. Associate Extra (\$125) (/register?memberTypeID=14089)

Already a Member?

Log in to your account now to view member benefits.

Create Account (/register? memberTypeID=null)

Membership Benefits by Type

Wondering what AASPA membership type is best for you? Check out the chart below to view what benefits each membership type qualifies for. Please reach out to Morgan Schultz, Membership & Engagement Coordinator, at morgan@aaspa.org (mailto:morgan@aaspa.org) with any questions.

AASPA Member Benefits	Individuat \$275	Institutional Primary \$650	Institutional Associate*	Institutional Associate Extra \$125	Support Staff \$175	Retired \$75
Free webinars	(\circ)	(Q)	8	0		()
Discounts on event registration	0		(A)		-	8
Discounts on books, job posts, swag, etc	(e)	0	(2)			
Access to the members-only forum, AASPA Atlas	(0)	8	()			
Access to job descriptions, interview questions, and more			() ()			(
Access to the AASPA Compass magazine	0	8		(2)		
Ability to serve on committees				-		()
Eligible to run for an office position	(0)	6	8	() ()		
\$1 million professional liability insurance	(6)	Ø		()		
Full voting rights		١				B
Discounts on pHCLE certification learning courses	6	œ	6		*	
Eligible to take the pHCLE test	0	() ()	()			
Discounts on the pHCLE test	(0)	Ø	(Ø)			1

* Instutitional Primary Membership includes up to three (3) Associate Memberships

An official website of the United States government

GSA U.S. General Services Administration

FY 2024 Per Diem Rates for Washington

Change fiscal year: or

<u>New Search</u>

Daily lodging rates (excluding taxes) | October 2023 - September 2024

Cities not appearing below may be located within a county for which rates are listed. To determine the county a destination is located in, visit the <u>Census Geocoder</u>.

Primary Destination 🔞	County 🔁	2023 Oct	Νον	Dec	2024 Jan	Feb	Mar	Apr	Мау	Jun	Jul	Aug	Sep
Standard Rate	Applies for all locations without specified rates	\$107	\$107	\$107	\$107	\$107	\$107	\$107	\$107	\$107	\$107		
Everett / Lynnwood	Snohomish	\$116	\$116	\$116	\$116	\$116	\$116	\$116	\$116	\$139	\$139	\$139	\$116
Ocean Shores	Grays Harbor	\$111	\$111	\$111	\$111	\$111	\$111	\$111	\$111	\$111	\$146	Ť	1
Olympia / Tumwater	Thurston	\$132	\$153	\$153	\$153	\$153	\$153	\$153	\$153	\$153	\$153	\$153	sp \$132
Port Angeles / Port Townsend	Clallam / Jefferson	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$219	\$219	\$129

Primary Destination ()	County 🕖	2023 Oct	Nov	Dec	2024 Jan	Feb	Mar	Apr	Мау	Jun	Jul	Aug	Sep
Richland / Pasco	Benton / Franklin	\$118	\$118	\$118	\$118	\$118	\$118	\$118	\$118	\$118	\$118	\$118	\$118
Seattle	King	\$ <u>2</u> 32	\$176	\$176	\$176	\$176	\$176	\$176	\$232	\$232	\$232	\$232	\$232
Spokane	Spokane	\$127	\$127	\$127	\$127	\$127	\$127	\$127	\$127	\$127	\$127	\$127	\$127
Tacoma	Pierce	\$132	\$132	\$132	\$132	\$132	\$132	\$132	\$132	\$132	\$132	\$132	\$132
Vancouver	Clark / Cowlitz / Skamania	\$182	\$152	\$152	\$152	\$152	\$152	\$152	\$152	\$182	\$182	\$182	\$182

Meals & Incidentals (M&IE) rates and breakdown

Use this table to find the following information for federal employee travel:

M&IE Total - the full daily amount received for a single calendar day of travel when that day is neither the first nor last day of travel.

Breakfast, lunch, dinner, incidentals - Separate amounts for meals and incidentals. M&IE Total = Breakfast + Lunch + Dinner + Incidentals. Sometimes meal amounts must be deducted from trip voucher. See More Information

First & last day of travel - amount received on the first and last day of travel and equals 75% of total M&IE.

Primary Destination 🔀	County 🔞	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & Last Day of Travel 🔞
Standard Rate	Applies for all locations without specified rates	\$59	\$13	\$15	\$26	\$5	\$44.25 ^{Top}
Everett / Lynnwood	Snohomish	\$74	\$17	\$18	\$34	\$5	\$55.50

Primary Destination 🔞	County 🕜	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & Last Day of Travel 🕜
Ocean Shores	Grays Harbor	\$74	\$17	\$18	\$34	\$5	\$55.50
Olympia / Tumwater	Thurston	\$74	\$17	\$18	\$34	\$5	\$55.50
Port Angeles / Port Townsend	Clallam / Jefferson	\$74	\$17	\$18	\$34	\$5	\$55.50
Richland / Pasco	Benton / Franklin	\$69	\$16	\$17	\$31	\$5	\$51.75
Seattle	King	\$79	\$18	\$20	\$36	\$5	\$59.25
Spokane	Spokane	\$74	\$17	\$18	\$34	\$5	\$55.50
Tacoma	Pierce	\$69	\$16	\$17	\$31	\$5	\$51.75
Vancouver	Clark / Cowlitz / Skamania	\$74	\$17	\$18	\$34	\$5	\$55.50

Additional per diem topics

Meals & Incidental Expenses breakdown (M&IE)

- FAQs
- <u>State tax exemption forms</u>
- <u>Factors influencing lodging</u>
 <u>rates</u>
- Per diem highlights
- <u>Fire safe hotels</u>
- <u>Have a per diem question?</u>
- Downloadable per diem files

Need more information?

- <u>Rates for Alaska, Hawaii, U.S.</u> <u>territories and possessions</u> (set by DoD)
- <u>Rates in foreign countries</u>
 (set by State Dept.)
- Federal travel regulations

Related topics

- Travel resources
- <u>E-Gov Travel</u>
- FedRooms
- POV mileage reimbursement rates

Last reviewed: 2023-12-23

Тор

RNO to SEA flights



Mon, Oct 14 - Sat, Oct 19 1 traveler

Choose departing flight > Choose returning flight > Review your trip



Prices may change based on availability and are not final until you complete your purchase. You can review any additional fees before checkout.

Earn OneKeyCash on top of airline miles when you sign in and hook a flight

Recommended departing flights

How our sort order works 🛈

6:00am - 7:56am Reno (RNO) - Seattle (SEA) 1h 56m (Nonstop) Alaska Airlines • Alaska Airlines 2319 operated by Horizon Air As Alaskahorizon

Carry-on Included

3:00pm - 4:56pm Reno (RNO) - Seattle (SEA) 1h 56m (Nonstop) Alaska Airlines

Carry-on included

9:45am - 11:41am Reno (RNO) - Seattle (SEA) 1h 56m (Nonstop)

Carry-on included

\$261 Roundtrip per traveler



6:30pm - 8:28pm Reno (RNO) - Seattle (SEA) 1h 58m (Nonstop) 🔂 Alaska Airlines • Alaska Airlines 2197 operated by Horizon Air As Alaskahorizon

Carry-on included

7:25am - 11:42am Reno (RNO) - Seattle (SEA) 4h 17m (1 stop) 36m in San Francisco (SFO) United • United 5449 operated by Skywest DBA United Express

No change fees • Seat choice included

10:34am - 3:24pm Reno (RNO) - Seattle (SEA) 4h 50m (1 stop) 1h 15m in San Francisco (SFO) 📓 United • United 5899 operated by Skywest DBA United Express

6:00am - 11:42am Reno (RNO) - Seattle (SEA) 5h 42m (1 stop) 2h 8m in San Francisco (SFO) S United

No change fees • Seat choice included

6:00am - 1:00pm Reno (RNO) - Seattle (SEA) 7h 0m (1 stop) 3h 26m in San Francisco (SFO) S United

5:20pm - 11:46pm Reno (RNO) - Seattle (SEA) 6h 26m (1 stop) 1h 57m in Los Angeles (LAX) Delta • Delta 4126 operated by Skywest DBA Delta Connection

Carry-on included

5:44pm - 10:14pm

Reno (RNO) - Seattle (SEA) 4h 30m (1 stop) 40m in Salt Lake City (SLC) 📥 Delta • Delta 3732 operated by Skywest DBA Delta Connection

No change fees • Seat choice included

\$241 Roundtrip per traveler

\$307 Roundtrip per traveler

\$322 Roundtrip per traveler

\$307 Roundtrip per traveler

\$322 Roundtrip per traveler

\$292 Roundtrip per traveler

\$317 Roundtrip per traveler

SEA to RNO flights

Expedia Shop travel ~ **±** Get the app **⊕** English List your property Support Trips

Reno to Seattle Mon, Oct 14 - Sat, Oct 19 - 1 traveler

Alaska Airlines · RNO → SEA > **Choose returning flight** > Review your trip Change flight

표 Sort & Filter 📷 🔐

Prices may change based on availability and are not final until you complete your purchase. You can review any additional fees before checkout,



Returning flights

7:46pm - 11:54pm Seattle (SEA) - Reno (RNO) 4h 8m (1 stop) 45m in San Francisco (SFO) 🕅 United	+ \$0 \$241 Roundtrip per traveler
5:40am - 11:33am Seattle (SEA) - Reno (RNO) Sh 53m (1 stop) 2h 18m in Salt Lake City (SLC) Seattle Delta	+ \$0 \$241 Roundtrip per traveler
Carry-on included	
7:00am - 8:49am Seattle (SEA) - Reno (RNO) 1h 49m (Nonstop) 3 Alaska Airlines	+ \$6 \$247 Roundtrip per traveler
Carry-on included	
11:20am - 1:09pm Seattle (SEA) - Reno (RNO) 1h 49m (Nonstop) Alaska Airlines	+ \$6 \$247 Roundtrip per traveler
Carry-on included	
4:00pm - 5:50pm Seattle (SEA) - Reno (RNO) 1h 50m (Nonstop)	+ \$6 \$247 Roundtrip per travéler

4/11/24, 10:11 AM

SEA to RNO flights

💽 Alaska Airlines • Alaska Airlines 2198 operated by Horizon Air As Alaskahorizon

Carry-on included

9:25pm - 11:15pm Seattle (SEA) - Reno (RNO) 1h 50m (Nonstop) 😚 Alaska Airlines • Alaska Airlines 2177 operated by Horizon Air As Alaskahorizon

Carry-on included

7:20am - 11:33am

Seattle (SEA) - Reno (RNO) 4h 13m (1 stop) 33m in Salt Lake City (SLC) 📥 Delta

Carry-on included

7:15pm - 11:34pm Seattle (SEA) - Reno (RNO) 4h 19m (1 stop) 47m in Salt Lake City (SLC) 📥 Delta

Carry-on included

5:00am - 11:54am

Seattle (SEA) - Reno (RNO) 6h 54m (1 stop) 2h 5m in Phoenix (PHX) 🔪 American Airlines

Carry-on included

8:20am - 3:27pm

Seattle (SEA) - Reno (RNO) 7h 7m (1 stop) 2h 20m in Phoenix (PHX) 🔪 American Airlines

Carry-on included

2:45pm - 10:22pm

Seattle (SEA) - Reno (RNO) 7h 37m (1 stop) 2h 47m in Phoenix (PHX) 🔪 American Airlines

Carry-on included

6:05am - 10:59am

+\$26 \$267 Roundtrip per traveler

+\$41 \$282 Roundtrip per traveler

+\$41 \$282 Roundtrip per traveler

+\$61 \$302 Roundtrip per traveler

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+\$76

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Mon Oct 14 – Fri Oct 18, 20

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Tue 10/15

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ACTION ITEM #5 SUZANNE ROEPKE

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. Cos
TBD by the	Psychological	\$885.00 per day for 8	\$500.00 monthly for
psychologist and the	Services outlined	hours	all gas, mileage,
MCSD	above.	\$110.62 per hour	maintenance, and
administration.			malpractice
		On campus, time	insurance. (10
A schedule should be		should be billed by	months)
submitted each		the day.	
guarter and		and and y	MCSD is to pay for
approved by the		Work from home will	the overnight lodge
MCSD		be billed either by	at the El Capitan
administration.		the day or hourly.	
aurinnstration.		the day of hourry.	Travel Lodge (2
Estimated CO days			nights per week, 4
Estimated 60 days -			nights per month, 40
3 days every other			nights total) - Direct
week or as agreed		· · · · ·	billed to District. This
upon by psychologist	1		cost is separate from
and MCSD.			the proposal.
		\$53,100.00	\$5,000.00

Contract Not to Exceed: \$58,100.00

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.

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

Respectful Submitted,

Suzanne Roepke, Ph. D School Psychologist



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.



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 <u>not</u> 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.



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:



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



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.

<u>Assignment</u>. 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

Date:
Date:
Duto

ALL ABOUT VISION

Proposal for Vision Services 22024-2025 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	Vision, Orientation, and Mobile Services	\$80.00 per hour	10 site visits (1 per month) 5 hours per visit
An addendum to this			50x\$85.00 = \$4,000.00
proposal will occur if			
additional students are			
placed on caseload.			
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: \$		s needed or if other students	are added.

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

Respectful Submitted,

Sylvia Leggett Owner, Vision Specialist



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.



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 <u>not</u> 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.



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:



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

IF for Contractor: Syliva Leggett All About Vision, LLC, PO Box 33940, Reno, NV 89533

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 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.

<u>Assignment</u>. 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 Syliva Leggett, position Vision Specialist 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.

CHELSIE RAIMONDI


PID: 273975

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 Dis	trict	
Assignment Start Date:	08/13/2024	Assignment End Date:	06/04/2025
Position:	Tele - OT		
Hours per Week:	10-15 hours per week (Tel	e) - Set Schedule, with flexib	pility with notice.
Bill Rate per Hour	\$115.00	Bill Rate is all-inclusive ^(a)	
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:		approval, additional weekly bad and may need to be adju	

- 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 Telepractioner's weekly log of service. Logs will be submitted on a weekly basis by Telepractioner for Client's review and approval. Should Telepractioner 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 on the telepractitioners.

By: 158123 Mineral County School District

Print Name:

Title:

Date:



ADDENDUM C Duties and Responsibilities

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: _____

ANETRA BEAUFORT



ADDENDUM A Terms of Teleservices Assignment

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 I	District	
Assignment Start Date:	08/13/2024	Assignment End Date:	06/04/2025
Position:	SLP		
Hours per Week:	24-30 hours per week (1	Tele). Set Schedule, with flexibi	lity with notice.
Bill Rate per Hour	\$125.00	Bill Rate is all-inclusive ^(a)	
Technology Fee:	Does Not Apply		
Miscellaneous:		ior approval, additional weekly eload and may need to be adju	

- 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 Telepractioner's weekly log of service. Logs will be submitted on a weekly basis by Telepractioner for Client's review and approval. Should Telepractioner 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:



ADDENDUM B Teleservices Provisions

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 on 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 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: _____



ADDENDUM C Duties and Responsibilities

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:

THERESA CHAUVETTE



ADDENDUM A Terms of Teleservices Assignment

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	Bill Rate is all-inclusive ^(e)	
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 Telepractioner's weekly log of service. Logs will be submitted on a weekly basis by Telepractioner for Client's review and approval. Should Telepractioner 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: _____



ADDENDUM B Teleservices Provisions

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 due to paperwork non-compliance by telepractitioners.

By: 158123 Mineral County School District

Print Name: _____

Title:

Date:



ADDENDUM C Duties and Responsibilities

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: _____

VALLEXIA BOWEN



PID: 273587

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 D	istrict
Assignment Start Date:	08/13/2024	Assignment End Date: 06/04/2025
Position:	Psych	
Hours per Week:	10-15 hours per week (Te	ele) - Set Schedule, with flexibility with notice.
Bill Rate per Hour	\$112.57	Bill Rate is all-inclusive ^(a)
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 Telepractioner's weekly log of service. Logs will be submitted on a weekly basis by Telepractioner for Client's review and approval. Should Telepractioner 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:			100

Date: _____



ADDENDUM B Teleservices Provisions

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 on the telepractitioner.

By: 158123 Mineral County School District

Print Name:

Title: _____

Date: _____



ADDENDUM C Duties and Responsibilities

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:

MGGH



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.



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 authomatically 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

Denise L Ferguson CEO Mt. Grant General Hospital Date

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

CHERELLE WILLIAMS ESPINOZA

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

Respectfully Submitted,

Cherelle Williams Espinoza, BCaBA, LABA



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.



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 <u>not</u> 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.



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:



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



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.

<u>Assignment</u>. 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

Ву:	Date:	
Stephanie Keuhey		
Party providing services:		
Ву:	Date:	
Cherelle Williams Espinoza		

KRISTIN HAUGEN

Speech Therapy Kristin Haugen, M.S. CCC-SLP

Scope of Work or Description of Services for Contractor

- Provide in-person individualized speech therapy to a few students with various disabilities.
- Attend team and parent meetings either in person or virtually.
- Complete IEP and MDT paperwork (annual IEP, reevaluation).
- Administer Speech/Language Evaluations (in person, when possible).
- Complete therapy notes, billing, contact log, and other required documentation.
- Email communication with parents, staff, and administration.
- Therapy preparation: time to prepare for speech therapy sessions.

Detail or Explanation of Cost and Timelines:

Hours / Days	Service	Cost
Provide in-person therapy services for the remainder of the school year, two days a month.	Speech and Language Therapy	The daily rate is \$1,000 per day, including direct/indirect services and travel time.
		This is an inclusive cost; no additional fee will be paid or reimbursed.
		Not to Exceed \$30,00.00 per year.

Respectfully Submitted,

Kristin Haugen, M.S. CCC-SLP Speech Language Pathologist



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 Kristin Haugen 2175 Mount View Dr. Fallon, Nevada 89406-8855.

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 Speech Language Pathologist 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. The Contractor is required by this contract with MCSD 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. How the Services are to be performed and the Contractor's specific hours shall be determined by the Contractor and MCSD administration. 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 \$120.00 per hour 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 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.



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 the approval of MCSD 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 <u>not</u> 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.



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:



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

IF for Contractor: Kristin Haugen, M.S. CCC-SLP 2175 Mount View Dr. Fallon, NV 89406-8855

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 time period equal to the period of



such excusable interruption. When such events have abated, the party's respective 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 foregoing, 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 and shall not benefit any person or entity other than those enumerated above.

Assignment. The Contractor shall not assign any rights, delegate, or subcontract any obligations under this Agreement without MCSD's prior written consent. Any assignment in violation of the foregoing 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 shall constitute one instrument.

Party receiving services:		
Mineral County School District		
By:	Date:	
Stephanie Keuhey		
Party providing services:		
Ву:	Date:	
Kristin Haugen		-01

CALICO HILLS

Calcio Hills Physical Therapy and Fitness Center Teresa Reedy, Physical Therapist 2024-2025

Scope of Work or Description of Services

- Conduct evaluations necessary for the initial and/or re-evaluation process and to develop an IEP with associated goals.
- Develop and present reports necessary to support students' eligibility for special education services.
- Conduct physical therapy services to students to gain educational benefits in the school environment.
- Train staff on techniques and strategies allowable within the classroom for identified students.
- Provide classroom support and training for proper application of classroom accommodation and/or modifications for students with disabilities needing physical therapy services.
- Conduct collaboration or training in the classroom and school settings (structured and unstructured) for teachers, administrators, and paraprofessionals working with students with disabilities.

Detail or Explanation of Cost and Timelines

Hours / Days	Service	Details of Cost
TBD by PT and MCSD	PT Services outlined above	\$ 85.00 per hour
Administration		To be billed by the hour
		Mileage will be paid at the current governmental rate and billed bi- weekly with backup for travel from the PT's home to the school and back home. This will be based on
		the schedule provided and approved.

Contract Not to Exceed: \$7,200.00

If additional students are added, an addendum will be submitted.

If Extended School Year services are necessary, an addendum will be added if the above budget is exceeded.

These estimates can be adjusted based on mutual agreement between Calico Hills and the MCSD Administration.

Respectful Submitted,

Teresa Ready Owner, Physical Therapist



This Agreement is made effective as of 8/9/2024 by and between Mineral County School District, of 751 A Street P.O. Box 1540, Hawthorne, Nevada 89415, and Calico Hills Physical Therapy and Fitness Center, at P.O. Bx 426, Schurz, Nevada, 89427

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 Physical Therapist 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. The Contractor is required by this contract with MCSD 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 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 a fee to the Contractor for the Services in the amount of \$85.00 per hour – see 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 to permit MCSD to determine that the Services required under this Agreement have been completed satisfactorily. Upon MCSD's determination that Services have been completed, 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 expenses 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 associated 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.



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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 his or her Services under this Agreement and co-operate to provide any reasonable assistance requested of the Contractor and to help ensure the smooth transition of his or her 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 he or she has no reasonable expectation in the continued existence of this agreement and/or 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 <u>not</u> 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 benefit, including health insurance, paid vacation, or any other employee benefit. MCSD will not be responsible for withholding, paying, 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.

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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"):

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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 disclosure 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.

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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: Calico Hills Physical Therapy and Fitness Center Teresa Ready, Owner and Therapist PO Box 426, Schurz, Nevada 89427

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 limited.

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 other serious 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 time period equal to the period of such excusable interruption. When such events have abated, the parties respective 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 foregoing, 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.

<u>Assignment</u>. The Contractor shall not assign any rights or delegate or subcontract any obligations under this Agreement without MCSD's prior written consent. Any assignment in violation of the foregoing 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 Teresa Ready, position Owner and Therapist, 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 shall constitute one instrument.

Party receiving services:	
Mineral County School District	
By:	Date:
Stephanie Keuhey	
Party providing services:	
By:	Date:
Teresa Ready.	

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