



# Churchill County School District

*Everyone Always Learning...*

**Derild Parsons, Superintendent**  
Stacey Cooper, Assistant Superintendent

September 14, 2023

Jhone Ebert  
Superintendent of Public Instruction  
Nevada Department of Education  
700 East Fifth Street  
Carson City, NV 89701

RE: Request for approval

Dear Superintendent Ebert:

Churchill County School District (CCSD), in partnership with Western Nevada College (WNC), is seeking approval to expand our dual enrollment course offerings under the Interlocal Agreement for the Delivery of Dual Enrollment Coursework that currently exists between our entities. Under the agreement, dual enrollment courses are offered to CCSD students in a variety of formats. In all cases, WNC faculty design the course content and syllabi, though delivery methods and modality may vary. CCSD is requesting approval to add the following course to meet the high school graduation requirement for Government:

**PSC 101: Introduction to American Politics**

Course Description: Studies American government and the discipline of political science; surveys participation, pursuit and use of power, constitution formation and contemporary political issues. Satisfies United States and Nevada Constitution requirements.

Please contact me if you have any questions.

Sincerely,

Derild Parsons  
Superintendent



INTERLOCAL AGREEMENT BETWEEN THE CHURCHILL COUNTY SCHOOL DISTRICT AND THE BOARD OF  
REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION  
ON BEHALF OF WESTERN NEVADA COLLEGE

**INTERLOCAL AGREEMENT FOR THE DELIVERY OF DUAL ENROLLMENT COURSEWORK**

This Interlocal Agreement (Agreement) is entered into between the Churchill County School District (District) and the Board of Regents of the Nevada System of Higher Education on behalf of Western Nevada College (WNC). (Individually, a "Party" and collectively, the "Parties.")

**TERM AND TERMINATION**

The term of this Agreement shall be for two (2) years, commencing on July 1, 2023, and ending on June 30, 2025. Either party may terminate the Agreement for any reason following written notice to the other Party of the intent to terminate, delivered not less than 90 days prior to the intended date of termination.

**RECITALS**

WNC has determined that it is desirable to offer college-level courses that may be counted toward both high school and college graduation requirements at the high school level.

The District desires that WNC provide high school students with college-level courses that may be counted toward both high school and college graduation requirements.

The District students are authorized under Nevada Revised Statutes (NRS) 385.150, NRS 389.300, and NRS 389.310 to enroll in college-level courses that may be counted toward both high school and college graduation requirements.

Now, therefore, in consideration of the mutual promises contained herein, the Parties agree as follows:

**I. PURPOSE AND SCOPE OF DUAL ENROLLMENT PROGRAM**

**A. PURPOSE**

1. The purpose of this Agreement is to set forth the understanding of the Parties as to their respective responsibilities and rights in providing access to dual credit through dual enrollment opportunities, as those terms are defined in Section B below, to eligible students at high schools in the District. The District and WNC shall mutually determine parameters of participation on an annual basis.

**B. SCOPE**

1. This Agreement is limited to courses offered during the academic school year, as defined by the District, and does not extend to courses offered during the summer.
2. Any additions to this Agreement will be made through mutual agreement and added in the form of an Addendum to be signed by both parties.

**C. DESCRIPTION OF DUAL ENROLLMENT PROGRAM**

1. **Dual Enrollment Program:** a program that allows high school students to earn course credits that can simultaneously satisfy high school graduation requirements and be applied toward college degrees or certificate completion at a college or university.
2. **Dual Credit Courses:** College or university courses offered to high school students that have been approved by the Nevada Department of Education to satisfy specific high school graduation requirements.
3. **Dual Enrollment Instructional Modes:** Dual credit courses can be delivered or taught through multiple methods. These are –
  - a. Traditional Enrollment: College instructor on college campus
  - b. Traditional Enrollment, High School Cohort: College instructor on college campus to high school students only
  - c. Online/Remote Enrollment: College instructor in online/remote modality
  - d. Online/Remote Enrollment, High School Cohort: College instructor in online/remote modality to high school students only
  - e. Traditional Enrollment, High School: College instructor on high school campus to high school students only
  - f. Concurrent Enrollment: Approved high school teacher ("Affiliate") on high school campus to high school students only

- g. Independent Affiliate: Approved high school teacher who teaches classes on a high school campus to high school students only
- h. Co-Teacher Affiliate: Approved high school teacher who is paired with a WNC Faculty Co-Instructor to deliver instruction on a high school campus to high school students only

#### D. ELIGIBILITY

##### 1. Initial Eligibility

- a. Students must be enrolled at a District high school.
- b. Students must be in grades 9 or above.
- c. Students must be in good academic and behavioral standing.
- d. Students are not eligible for federal financial aid through Free Application for Federal Student Aid (FAFSA) but may be eligible for institutional scholarship funds designated for Dual Enrollment, when available.

##### 2. Application

- a. Students and parents/guardians shall complete an online application using the WNC Application for Admission.
- b. Students and parents/guardians shall complete and submit a High School Authorization Form for each academic year. This must be completed prior to registering for classes.
- c. Students must obtain written approval of the appropriate principal, counselor or other designee that may be required for enrollment in a specific course or program of study.
- d. Approval from the secondary school official indicates that the student has demonstrated academic talent, social maturity and readiness for college classes.

##### 3. Continuing Eligibility

- a. To earn a degree, students must maintain a minimum cumulative WNC grade point average (GPA) of 2.0. Thus, to continue eligibility in the Dual Enrollment program, students must maintain this threshold. Students with a GPA below this minimum threshold may be allowed to continue upon meeting with a WNC advisor and approval from the Executive Director of Student Services or the Vice President of Academic and Student Affairs.

#### E. COURSES AND CREDIT

##### 1. Courses

- a. The District and WNC agree that college-level courses are rigorous and demanding; the standards and criteria of any dual credit course shall meet statutory and WNC criteria; and such criteria shall not be diminished for the purpose of the Dual Enrollment program.
- b. The District may request dual credit courses but WNC will make the final determination of the dual credit courses to be offered at any time during the term of this Agreement.
- c. Dual Credit courses taught by the District (concurrent enrollment) shall comply with WNC's student learning objectives, content, syllabi and assessment criteria.
  - i. In cases where WNC provides the content (Co-teacher Affiliate), District instructors shall teach the content as provided.
  - ii. In cases where the District instructor develops the course content (Independent Affiliate),
    - the instructor shall adhere to WNC's student learning objectives, content, syllabi and assessment requirements;
    - the course may be reviewed and/or accessed by the Dual Enrollment Instructional Facilitator or appropriate Division Director at any time;
    - the Independent Affiliate must implement, in a timely manner, any changes required by the Dual Enrollment Instructional Facilitator or Division Director to align the course to the college level expectations; and
    - when determined necessary by WNC, the Independent Affiliate must utilize specific assessments identified by WNC as a means of gathering common data across the Dual Enrollment program.

##### 2. Credit

- a. College courses may be taken for college credit only, high school credit only (in the case of remedial college courses) or for dual credit whereby credits are applied toward high school graduation requirements and college credit attainment simultaneously.
- b. Dual credit may be used for any course offered through WNC and approved by both the District and the Nevada State Board of Education. The District will maintain the list of Approved Dual Credit Courses and the course

equivalencies as outlined in NRS 389.310, 2a. Note: Community service courses are not available for dual credit.

- c. Depending on the specific WNC course, when the student satisfactorily completes the course with a grade of D- or higher, WNC shall award credit toward earning a credential, certificate or degree, as applicable. Note: Some college courses have a pre-requisite of earning a C or better for progression in a sequence of courses.

## II. PROGRAM MANAGEMENT

### A. TUITION, FEES and SUPPLIES

#### 1. Tuition and Fees

- a. The application fee for students participating in the Dual Enrollment program will be waived.
- b. The District shall be responsible for payment of tuition and all applicable course fees to WNC in the designated format and timeline, as specified in Exhibit C (attached).
- c. Students shall be charged a per course fee as designated by the Nevada System of Higher Education Board of Regents, as specified in Exhibit B (attached).
  - i. These course fees shall be paid by the District through a third-party billing process.
  - ii. If the District fails to pay the course fees, WNC will award credit to the student based on the student's successful completion of the dually enrolled course. The student's transcript will not be released and any credential will not be awarded until such time that arrangements have been made to pay the bill.
- d. The District understands and agrees that the charges for tuition and course fees may vary from student to student depending upon the total number of credit hours for which each student has enrolled each term.
- e. If a student withdraws from a course that qualifies under an established school program, as defined in I.C.3, b and d-h, no later than the end of WNC's third week of instruction for a full-term class, WNC shall not charge tuition or fees to the District. No adjustments or refunds of tuition or fees shall be made after this date.
  - i. For classes scheduled outside the standard instructional term, the time frame for withdrawal without charge will be determined mutually by the District and WNC.

### B. STUDENTS

#### 1. Enrollment

- a. Each student enrolled in the Dual Enrollment program, even though enrolled as a WNC student during the term of the dual credit course, shall remain a student of the District.
- b. The District and WNC will collaboratively determine the timeline for the Dual Enrollment program and dual credit courses offered. These may occur within or outside of the established District calendar.
- c. The District shall retain the right to refuse to allow a student to enroll in a Dual Enrollment program and/or dual credit course.
- d. Students shall complete an Enrollment Form each semester or self-enroll through their myWNC student center account.

#### 2. Removal or Withdrawal of Students

- a. Student course withdrawal dates shall be as follows:
  - i. Standard instructional term (full-term): Withdrawal by the end of the 3<sup>rd</sup> week of WNC term. Removal from the course, no documentation of course enrollment will be on the student transcript.
  - ii. Non-standard instructional term: Withdrawal by a mutually agreed upon date. Removal from the course, no documentation of course enrollment will be on the student transcript.
  - iii. After the standard and/or agreed upon withdrawal period: Course will remain on the student transcript with an assignment of a "W" grade.
- b. Student withdrawal procedures shall be as follows:
  - i. Schedule changes: When a student makes a schedule change out of a high school class in which he/she is also dually enrolled in a college course, the school counselor or another high school designee will meet with the student to facilitate the withdrawal process from the WNC course.
    - Course withdrawal must be completed using the WNC Dual Enrollment Withdrawal form.
    - Within one week of separation from the course, the high school counselor or another high school designee will notify the dual enrollment instructor and the WNC Coordinator of Dual Enrollment.
    - Withdrawals after WNC's identified drop dates will not be approved except in extenuating circumstances with appropriate documentation.



- ii. School separation: When a student leaves the high school for reasons such as transfer or relocation, the school shall act on behalf of the student to withdraw the student from a high school class in which he/she is dually enrolled in a college course.
    - The school counselor or high school designee shall withdraw the students within one week of school separation.
    - The school counselor or high school designee will facilitate the withdrawal through the WNC Coordinator of Dual Enrollment, in conjunction with Admissions and Records.
    - Withdrawals after WNC's identified drop dates will not be approved except in extenuating circumstances with appropriate documentation.
    - Expulsion or imprisonment will not be considered an extenuating circumstance.
  - c. Student removal shall be handled as follows:
    - i. The District shall retain the right to remove any student from the Dual Enrollment program and/or a dual credit course in accordance with District policies.
    - ii. WNC shall have the right to remove any District student from the Dual Enrollment program and/or dual credit course in accordance with WNC student conduct or academic dishonesty policies.
    - iii. Removing a student from the Dual Enrollment program and/or dual credit course by either party requires a written explanation to be provided to the other party.
- 3. Academic Advising and Ancillary Services**
- a. Academic advising shall be the joint responsibility of the District and WNC. Both parties shall support students enrolled in the Dual Enrollment program and/or dual credit courses, as may be needed, included but not limited to counseling, guidance and placement assistance.
  - b. The District shall provide student success support for academic achievement in dual credit courses.
- 4. Records and Transcripts**
- Upon completion of a dual credit course, credit and grades shall be assigned to the student's high school and college transcripts in their respective formats. Courses will not be identified as Dual Enrollment or Dual Credit on college transcripts.

## **C. INSTRUCTORS**

### **1. Concurrent/Affiliate Employment Status**

- a. Throughout the term of this Agreement, an instructor provided by the District shall remain an employee of the District and shall be covered under the District's workers' compensation insurance. Instructors shall be subject to the terms and conditions of the instructor's employment contract and the District policy, but shall also be subject to continuing approval by WNC.
- b. Because the instructor provided by the District is not a WNC employee but is, under some circumstances, conducting work for WNC outside of the District contracted work day, upon mutual agreement between the District and WNC, WNC will provide compensation to the District for the Instructor's additional workload with the expectation the District will compensate the Instructor at the same rate.
  - i. See Exhibit D for description of additional responsibilities and associated compensation amounts.
  - ii. WNC shall be responsible for providing an itemized list of instructors identified to receive compensation to the District at least six (6) weeks prior to the end of each semester.
  - iii. The District shall be responsible for providing an invoice for instructors identified to receive compensation to WNC at least four (4) weeks prior to the end of each semester.
  - iv. Prior to the end of the year, the District shall compensate the identified instructors in an amount equal to the invoiced amount received from WNC.

### **2. Selection of Concurrent/Affiliate Instructors**

- a. The District shall nominate an instructor for each dual credit course and submit the instructor's name, as well as evidence of qualification (see Exhibit D), to the WNC Coordinator of Dual Enrollment for review by the appropriate Division Director that administers the specific discipline at WNC.
- b. WNC has the final approval for any instructor nominated by the District to teach dual credit courses.

### **3. Concurrent/Affiliate Instructional Rigor**

- a. To ensure dual credit courses are taught to WNC standards –

- i. Co-teaching affiliate instructors will be paired with a qualified WNC Faculty Co-Instructor who will design, share and guide delivery of the curriculum.
- ii. Independent affiliate instructors will develop course content that adheres to WNC requirements for student learning outcomes and assessment. The course shall be available for access by the Dual Enrollment Instructional Facilitator or appropriate Division Director at any time for review.

**4. Concurrent/Affiliate Instructor Responsibilities**

- a. All affiliate instructors shall attend an orientation and any required training before the semester begins.
- b. All affiliate instructors shall work with WNC faculty and staff to ensure student enrollment is accurate and complete.
- c. All affiliate instructors shall manage day-to-day course delivery and instruction. Co-teaching affiliate instructors shall follow the guidance provided by the WNC faculty co-instructor.
- d. All affiliate instructors shall assess, grade and provide feedback on student work in a timely manner. Co-teaching affiliate instructors will do so in collaboration with the WNC faculty co-instructor.
- e. All affiliate instructors shall regularly check rosters and submit information in compliance with WNC dates and deadlines.
- f. All affiliate instructors shall enter course data and grades in Canvas and myWNC in compliance with WNC dates and deadlines.
- g. All affiliate instructors shall maintain regular contact with the WNC Coordinator of Dual Enrollment (independent affiliates) or the WNC faculty co-instructor (co-teaching affiliates).

**III. RESPONSIBILITIES AND OBLIGATIONS**

**A. Mutual Responsibilities**

1. Student Identification Numbers: The District shall assign a unique identification number to each pupil who is enrolled in a Dual Enrollment course. WNC shall retain the unique identification number assigned to each student by the District.
2. FERPA Compliance: The District and WNC agree to comply with the Family Educational Rights and Privacy Act of 1974 (FERPA), upon the terms and conditions set forth in Exhibit A of this Agreement.
3. Insurance: The District and WNC shall procure and maintain, during the term of this Agreement, General Liability insurance or provide for their respective obligations through a program of self-insurance in compliance with NRS Chapter 41. The parties shall maintain Workers Compensation insurance as required by Nevada law.
4. Indemnification: Neither party waives the right or defense to indemnification that may exist in law or equity. The parties shall not waive and intend to assert available NRS Chapter 41 liability limitations in all cases.
5. Data Sharing: WNC shall have direct access to Dual Enrollment program students' and prospective students' identifiable information, to include courses taken, GPA, class rankings, and standardized placement assessment, which is protected as "educational records" under both state and federal laws, for the purposes and intentions of WNC direct contact. Release, sharing, or any other disclosure of student identifiable information is prohibited. WNC's Coordinator of Dual Enrollment, Dual Enrollment Instructional Facilitator, appropriate Division Director, WNC Faculty Co-Instructors and other designated WNC faculty/staff will have full access to Affiliate-taught courses in the WNC Learning Management System (LMS) for the purpose of observing dual credit course instruction and assessing student learning in the dual credit course and the Dual Enrollment program.

**B. District Obligations**

**1. Facilities, Equipment and Materials**

- a. The District shall provide, at its own expense, classroom/laboratory space in which the Dual Enrollment program and dual credit courses and activities shall be conducted. Facilities and ancillary services provided for the delivery of Dual Enrollment program courses shall comply with all applicable provisions of the state Fire Marshal Code and applicable state and federal laws.
- b. The District shall furnish, at its own expense, all course materials, specialized equipment, and other necessary equipment for District students participating in Dual Enrollment program courses.
- c. The District shall adopt and utilize WNC approved textbooks and resources applicable to the Dual Enrollment program courses being taught.
- d. Each student shall be responsible to purchase required textbooks, supplies or materials for the dual credit course in which he/she is enrolled if it is not otherwise provided by the District.

**2. Enrollment**

- a. The District shall ensure that each student seeking enrollment in a Dual Enrollment course:
  - i. Completes the necessary application, High School Authorization, and Course Enrollment forms according to established deadlines in effect for each semester of enrollment.
  - ii. Meets any required prerequisites before enrolling.
  - iii. Understands the number of credits required for graduation and the number of credits to be awarded for the successful completion of the dual credit course (NRS 389.310 (2)(a)).
  - iv. Establishes an academic program that includes, as applicable, the academic plan developed for the student pursuant to NRS 388.205 (NRS 389.310(2)(d)).
- b. The District shall ensure that the parent/guardian of the student seeking enrollment in a Dual Enrollment program and/or dual credit course is aware of the following:
  - i. The student is subject to both the District policies and procedures, as well as WNC and Nevada System of Higher Education policies and procedures.
  - ii. The student is participating in a college level course.
  - iii. The opportunities and requirements for remaining eligible and participating in co-curricular and/or interscholastic activities of the District (NRS 389.310 (2)(g)).
- c. The District shall ensure that each student who enrolls in a Dual Enrollment program and/or dual credit course pursuant to this Agreement:
  - i. Is a full-time District student currently enrolled in the participating high school.
  - ii. Satisfies any prerequisites for the dual credit course in which he/she is enrolling, as published in the WNC catalog.
  - iii. Complies with WNC policies and the tenets of this Agreement.
- d. The District shall ensure that for each student completing a dual credit course:
  - i. The title of the course taken is entered into the District's Student Management System (SMS).
  - ii. The course is posted to the student's high school transcript within 3 weeks of completing the course.
  - iii. The student's earned grade is posted to the high school transcript upon being received from WNC.

### **3. Americans with Disabilities Act (ADA) Accommodations**

- a. The District shall, for any student with disabilities, in accordance with the ADA and Section 504 of the Rehabilitation Act of 1973 or the Individual with Disabilities Education Act (IDEA), as applicable, submit appropriate documentation to WNC Disability Support Services (DSS). WNC DSS shall approve accommodations as required by federal and state law.
- b. The District shall work with WNC in implementing appropriate accommodations or appropriate special education services.
- c. WNC DSS shall have the primary financial and administrative responsibility for approving and providing necessary accommodations or services for dual enrollment courses.

### **4. Affiliate Instructors**

- a. The District shall ensure that District administrators and District instructors teaching dual credit courses provide instruction in accordance with the policies, regulations and instructional standards of WNC.
- b. The District shall provide, at its own expense, a substitute teacher, as necessary and agreed upon by WNC, to cover the absence of a District instructor who teaches a dual credit course. In the case of substitutions exceeding 10 consecutive school days, the District shall provide WNC in writing the name and credentials of the substitute teacher.
- c. When mutually agreed upon, the District shall compensate Concurrent/Affiliate instructors in the amount of the stipend payment received from WNC.

### **5. Student Responsibilities**

- a. The District shall ensure that students seeking enrollment in the Dual Enrollment program and/or dual credit course understand their responsibilities, which include:
  - i. Completing and submitting appropriate forms by assigned deadlines (NRS 389.300).
  - ii. Meeting all college prerequisites for the dual credit course they wish to enroll in.
  - iii. Abiding by all WNC institutional policies and procedures.
  - iv. Informing the school if he/she wishes to drop or drops the dual credit college class during the semester to ensure that his/her academic load requirement is met.

- v. Determining if dual credit earned through the Dual Enrollment program will transfer to another institution of higher education.
- vi. Notifying WNC Disability Support Services if the student has an Individualized Education Plan (IEP) in order to develop an ADA plan for supports offered by WNC.

### C. WNC Obligations

#### 1. Course Requirements

- a. WNC shall determine, in collaboration with the District, which dual credit courses to offer during the term of this Agreement.
- b. WNC shall ensure that the Dual Enrollment program and dual credit courses offered to students are:
  - i. Of a quality and depth to qualify for college credit as determined by WNC.
  - ii. Evaluated and approved through the WNC curriculum adoption process.
  - iii. Transferable to a college or university in the Nevada System of Higher Education, whenever possible.
  - iv. Compliant with standards applied to all college courses.

#### 2. Americans with Disabilities Act (ADA)

- a. WNC is not required to provide Free Appropriate Public Education for students with disabilities.
- b. WNC is required to meet the obligations of ADA.
- c. WNC will work with eligible students to develop an ADA plan that may or may not include modifications.

#### 3. Tuition and Fees

- a. WNC shall notify the District by January 15 of each year if tuition and/or fees will change for the subsequent year.
- b. WNC shall follow established refund policies and/or policies established in this Agreement if/when a student elects to drop a college course, is administratively dropped or is removed by either party.

#### 4. Enrollment

- a. WNC shall grant college credit toward earning a credential, certificate or degree, as applicable for a dual credit course, when a student satisfactorily completes the course with a grade of D- or higher.
- b. WNC shall provide official grades to the students' high school no less than 3 weeks after the end of the term in which the dual credit course was taken.

#### 5. Instruction

- a. WNC shall provide the appropriate supports for high school Concurrent/Affiliate instructors to allow them to meet the rigor and standards that are applied to all college courses.
- b. WNC shall ensure that college-provided Dual Enrollment program instructors follow the same standards of expectation and assessment that are applied to all college courses.
- c. When mutually agreed upon, WNC shall provide a stipend, as outlined in Exhibit D, to the District to be paid to Concurrent/Affiliate instructors.

### IV. JOINT AGREEMENTS

- A. **Entire Agreement:** This agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relation to such subject matter. This Agreement may not be amended, supplemented or modified except by mutual written agreement by the parties.
- B. **Invalid Provisions:** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms, disregarding such unenforceable or invalid provisions.
- C. **Further Negotiations:** If this Agreement omits or is ambiguous as to a material term, the parties agree to negotiate the term in good faith and, if they are unable to reach an agreement on that term, it shall be supplied by a court of competent jurisdiction according to the standard of what is reasonable under the circumstances.
- D. **Additional Documents:** The parties agree to execute any and all other documents reasonably necessary to effectuate this Agreement.
- E. **Force Majeure:** Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, governmental restrictions, governmental regulations, governmental controls, act of public enemy, pandemics, epidemics or other outbreaks of diseases or infections, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

- F. **Governing Law:** This Agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of Nevada. All activities undertaken pursuant to this Agreement shall be in compliance with all applicable state and federal laws.
- G. **Assignment:** A party may not assign or transfer any of its rights, duties, or obligations under this Agreement, in whole or in part, without the written consent of the other party.
- H. **Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns, and no other party shall be a beneficiary hereunder.
- I. **Notice:** Notices required by this Agreement shall be in writing, delivered personally, by certified or registered mail, or by overnight courier, and shall be deemed to have been given when delivered personally or when deposited in the United States mail, postage pre-paid, or with an overnight courier.
- J. **No Joint Venture:** In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties hereto. Each party is an independent contractor and neither is the agent, employee or servant of the other, and each is responsible for its own conduct.
- K. **Use of Name or Logo:** Nothing contained in this Agreement confers on either party the right to use the other party's name without prior written permissions, or constitutes an endorsement of any commercial product or service.
- L. **Compliance with Non-Discrimination Laws:** Both parties agree to full comply with all applicable state and federal non-discrimination laws.
- M. **Counterparts:** This Agreement may be signed in counterparts, each of which may be deemed an original but all of which, together, shall be deemed to be one and the same agreement.
- N. **Signatory:** A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission, which delivery has been acknowledged by the recipient, shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- O. **Effective Term:** This Agreement will not be in effective unless and until it is approved by the legal designees of each party.

V. Signatures

Board of Regents, Nevada System of Higher Education on behalf of Western Nevada College:

By *K. Dalpe for Pres. Dalpe* Date 7-28-23  
 J. Kyle Dalpe, President, or designee

On behalf of Churchill County School District

By *Derild Parsons* Date 8/12/23  
 Superintendent or designee

- Included Exhibits:
- Exhibit A: Family Educational Rights and Privacy Act (FERPA)
  - Exhibit B: Nevada System of Higher Education Dual Enrollment Fee Schedule
  - Exhibit C: Financial Provisions
  - Exhibit D: Affiliate Instructor Qualifications, Responsibilities and Stipends

# CHURCHILL COUNTY BOARD OF SCHOOL TRUSTEES

Fallon, Nevada

## REGULAR MEETING

September 27, 2022

### CALL TO ORDER

President Strasdin called to order the regular meeting of the Churchill County School District Board of Trustees at approximately 5:36 p.m. at the Churchill County School District Administrative Office, 690 S. Maine Street, Fallon, NV 89406.

### ROLL CALL

#### Trustees Present

Trustee Tricia Strasdin, President  
Trustee Matt Hyde, Vice President  
Trustee Carmen Schank, Clerk  
Trustee Amber Getto  
Trustee Gregg Malkovich

#### Others Present

Dr. Summer Stephens  
Sharla Hales, Legal Counsel (*virtual*)  
Christi Fielding, Comptroller (*virtual*)  
Debra Shyne, Executive Assistant  
Public members – see list

#### Trustees Absent

Trustee Kathryn Whitaker  
Trustee Fred Buckmaster

### VERIFICATION OF POSTING OF AGENDA

Debra Shyne confirmed the posting of the agenda pursuant to NRS (posted on the District's website, the Nevada State Public Notices website, and physically at the District Office).

### PLEDGE OF ALLEGIANCE

Dr. Stephens led the Pledge of Allegiance.

### REVIEW AND ADOPTION OF AGENDA

Trustee Hyde moved to adopt the agenda as presented, seconded by Trustee Schank. There were no public comments. The motion passed unanimously; Trustees Whitaker and Buckmaster were absent.

### PUBLIC COMMENT

There were no public comments.

### SUPERINTENDENT UPDATE

#### **A. Update on the PAES labs**

Gaylene Drinkut, Sara McGowan, and Brenda Boone were present to answer questions about the PAES labs. Dr. Stephens commented that Board members are welcome to check out the PAES labs at the middle and high school. This is the second year with the PAES labs.



The labs benefit students with special needs, but also can be valuable for other students. Staff reported that there are small ongoing costs associated with running the labs.

Trustee Hyde commented that the labs are in the second year, and students are already asking to get into the labs. Staff explained the uses of the lab. Ms. Drinkut commented that the work done in the labs instills competence in kids, such as using a handsaw or hammer, which are tools they can use in the PAES lab. Staff enter scores into a spreadsheet which shows students' strengths. Students can take these skills when they leave the high school. President Strasdin commented that she appreciates the work that has gone into the labs.

#### **B. Update on Social Emotional Learning**

Dr. Stephens stated that staff initially had a different intent for this agenda item, and intends to provide information to the Board at a future board meeting. Dr. Stephens voiced appreciation for our community during a very difficult week. She is grateful for high school staff and students, the district's leadership team, Amanda Lister, Derild Parsons, and district office staff who supported the district. Dr. Stephens voiced appreciation for the police department and sheriff's office for their assistance helping with a very difficult situation. Many agencies reached out and offered counseling support. The District utilized counseling support from the Nevada Department of Education and staff from the Nevada Battle Borne Camp located in Elko. These staff members supported the district through substitute teaching. Dr. Stephens commented that the Board and staff's thoughts, prayers, and hearts are with the Trotter family, and that we are grateful to know them and feel blessed to have had Sandra be part of our team.

Dr. Stephens stated that the District was already planning to work with Matt West and will be standing up an eight week personal development classes for staff. This week, Mr. West will work with anyone who is interested in some mindfulness techniques to be less overwhelmed with life. Trustee Getto and Dr. Stephens were able to take part of the mindfulness training that helps to build resilience and to move forward.

#### **C. Update regarding District related matters**

Dr. Stephens stated that the high school has received a \$10,000 donation from Gemini, a local manufacturing company. One of our students won a \$100,000 scholarship from Gemini last year. Board members can talk with Dr. Stephens if they have any concerns about the use of those funds. This item will be on the next board agenda for approval.

### **BUSINESS SERVICES UPDATE**

#### **A. Update regarding other business matters**

Christi Fielding reported that the business office is working through being short staffed and grateful that Teri Laca came back part time to help the business office.

### **UPCOMING BOARD EVENTS**

**A. Friday-Saturday, November 10-12, Nevada Association of School Boards Annual Conference 2022, Harveys Lake Tahoe**

**B. Saturday-Monday, April 1-3, 2023, National School Board Conference, Orlando, Florida**

## **CONSENT AGENDA – For Possible Action. Items may be pulled for discussion.**

- A. Approval of Recommended Personnel Action**
- B. Approval of Vouchers**
- C. Approval of September 14, 2022 Regular Board Meeting Minutes**
- D. Approval of Churchill County School District’s updated Dual Enrollment Credit Class List**
- E. Approval of Churchill County High School Volleyball Team’s “Pink Out Night” fundraiser**

Trustee Hyde moved to approve consent agenda items A-E, seconded by Trustee Malkovich. There were no public comments. The motion passed unanimously.

## **REPORTS BY BOARD MEMBERS**

Trustee Hyde reported he will be attending a NIAA Board of Control meeting for two days in Las Vegas, and that he will report results from that meeting.

President Strasdin thanked Dr. Stephens for everything she has been dealing with this past week. She voiced appreciation the Police Department and Sheriff’s Office staff who maintained an extremely professional and an incredibly respectful environment under difficult circumstances. Everyone involved did an incredible job in light of the circumstances.

## **NEW BUSINESS**

- A. For Presentation and Discussion: Report on the Nevada Educator Performance Framework (NEPF) regarding the scores from the 2021-2022 evaluations and staff survey data.**

Annette Cooper, Human Resources Manager, shared information about the NEPF report. Board members asked questions. We are encouraged to continue using a data-driven evaluation program and look at numbers where we can move students and staff forward. The District has many new staff numbers, and we have great mentors providing them with assistance. Ms. Cooper stated they are working on question 11 and 12, which involves feedback that teachers receive regarding their evaluation. There was 7.89 respondents, 9 people, who reported that they did not receive feedback. Administrators must understand the importance to provide feedback and support staff. Board members asked questions. The state requires the NEPF evaluation tool for licensed staff, but the survey is optional. Out of the 151 teachers, 114 took the survey. Out of the nine administrators, four took the survey.

- B. For Discussion and Possible Action: Review and approval of a new Superintendent Evaluation Form intended to replace the current form in Policy 2121.0.**

The Board discussed various aspects of the Superintendent Evaluation form. President Strasdin commented that the evaluation will look a bit different this year, as some of the goals are long term and will not line up with the timeline in the evaluation. Dr. Stephens asked that the Board think of the items on the evaluation in broad terms, not that it gets so specific that it would not be what a superintendent would do on a daily basis. The consensus of the Board was to make the following changes to the evaluation: 2.5 add “ed” to need”, and 2.7 Promote safety across the District, standard 5 need to number 5.1 through 5.5.

Trustee Hyde moved to approve the new Superintendent Evaluation form with changes as stated, seconded by Trustee Schank. There were no public comments. The motion passed unanimously; Trustees Whitaker and Buckmaster were absent. President Strasdin thanked Trustees Whitaker and Malkovich for their work on the evaluation form.

### **PUBLIC COMMENT**

Jessica Miller, parent, thanked the Board for everything they do for students. She voiced concern about bullying in all schools. Ms. Miller spoke with friends, kids, and parents, and have a page and a half of notes from one hour of making phone calls regarding physical and sexual abuse happening in all schools. She had to break up a fight of second graders last year at E.C. Best. There was one administrator on duty. She got out of her car to tell the kids to get to class. She is wondering what parents can do to help. The pandemic made things worse for kids and staff, and she does not see it getting better, she sees it getting worse. She wants to make it a safer environment for all kids. She has told her son to report events. He was physically assaulted yesterday, so she is working with staff to get that addressed.

Dr. Stephens stated that during public comment, the Board does not respond, but she will reach out to her and find out the details. The meeting is about to end, so Dr. Stephens asked Ms. Miller to stay to meet with her. Ms. Miller inquired if the board meeting was the correct forum to bring her concerns. Dr. Stephens stated that talking to the teacher, principal, and superintendent are the first steps of communication.

### **DISCUSSION AND POSSIBLE ACTION REGARDING FUTURE AGENDA ITEMS AS REQUESTED BY THE BOARD OF TRUSTEES AND CLARIFICATION OF REQUESTED AGENDA ITEMS**

Trustee Strasdin requested a discussion regarding how the Board wants to move forward with adding agenda item requests to the list.

### **SET DATE AND TIME FOR NEXT BOARD "AGENDA SETTING" MEETING**

Trustees Strasdin, Hyde, and Schank will meet on October 3, at 4:30 p.m.

### **ADJOURNMENT**

The meeting adjourned at approximately 5:45 p.m.

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Carmen Schank, Clerk of the Board

*Prepared by Debra Shyne, Executive Assistant*