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WASHOE COUNTY SCHOOL DISTRICT
ADMINISTRATIVE REGULATIONS

SCHOOL ATTENDANCE ZONES

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- A. The establishment of attendance zones for schools is a process designated to provide for the orderly control of the number of students assigned to a particular school.
- B. Zoning of school attendance areas shall be reviewed periodically by the administrative staff and recommendations made to the Board of Trustees as provided in NRS 386.365.
- C. The official residence of a child is that of his/her parent(s) or legal guardian. A child may not claim residency by living with any relative other than a parent or with any other person, unless such relative or other person has obtained guardianship as provided for by the provisions of Nevada Revised Statutes.
- D. In certain cases, parent(s) or legal guardian(s) may be asked to complete a notarized affidavit of residency. False information provided on this affidavit will result in immediate disenrollment from the school and a potential action seeking reimbursement from parent(s) or legal guardian for costs incurred in verifying residence as well as direct and indirect educational costs expended on behalf of a student who is represented to be a resident of the State of Nevada, and all legal fees and costs incurred as a result of such action. Further, such cases may be forwarded to the Washoe County District Attorney's Office for potential criminal prosecution for perjury or other appropriate action.
- E. Exceptions to attendance in established zones may be granted in situations identified in L. below. Official permission for a zone variance may be granted by authority of the Board of Trustees through the principal of the school which is issuing the variance.
- F. All requests for variance of zone attendance must be initiated by the parent on a form provided by the district. All requests for variance must state valid and acceptable reasons which are the basis of the proposal. The variance request is presented to the school where attendance is desired.
- G. Students attending a school on a variance need not reapply each year for the same variance. If a principal does not desire to renew a variance, the principal shall revoke the variance and notify the parent(s) or guardian(s) of the student giving reasons for the decision; otherwise, the variance is automatically renewed for another year. This provision is limited to students living in Washoe County. Students from out of Washoe County must reapply each year and be approved by the Board.

Adopted: 01-23-79
Revised: 08-30-88; 09-22-92

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- H. The elementary principals shall consider the effect of any variance request on the proportion of minorities of the affected schools. Generally, only variance requests that provide for improved distribution of minorities will be allowed, except when conditions in L.2. and L.3. pertain.
- I. When variances are granted for students to attend schools other than those for which their residence is zoned, the Washoe County School District assumes no responsibility for transportation of the students to or from school.
- J. In reviewing all voluntary requests for an attendance zone variance, principals will use the district teacher apportionment formula in determining if the school has space available for acceptance of any variance requests. The apportionment formula used shall be the student/teacher formula used in the allocation for the current school year.
- K. Official variances are not granted at the kindergarten level. Students may be allowed to attend a school other than their zoned school on a space available basis.
- L. Acceptable reasons for requesting a variance to the attendance zoning policies are as follows:
 - 1. Change of family residence.
 - a. When there is documentary evidence filed with the Washoe County School District that a family intends to move from one zone to another within the semester.
 - b. Students in kindergarten through twelfth grade whose parents move during a school year may be allowed to remain in the school of first enrollment until the end of the school year.
 - c. Students from outside of the Washoe County School District who reside in other school districts of Nevada and California may not attend schools in Washoe County unless written agreement is made between the Board of Trustees of the Washoe County School District and the Board of Trustees of the district in which the student resides. The written agreement shall contain necessary stipulations pertinent to length of time and tuition costs. Such variances must be applied for and approved by the Board annually.

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- d. Students whose legal residence is in Washoe County may not attend schools in other counties of Nevada or California if the district provides full educational services to the area in which they reside. Where Washoe County students do qualify for attendance at a school outside Washoe County a written agreement between the Board of Trustees of the Washoe County School District and the Board of Trustees of the other school district is required. The written agreement shall contain the necessary stipulations pertinent to length of time and tuition costs.
2. Mental and physical health problems.
 - a. When there are serious social or emotional maladjustments which make it appear that the best interest of the child will be served by attendance in a nonresidence zone, such maladjustments must be certified by juvenile law enforcement agencies, welfare agencies, public health agencies or the Psychological Services Department of the Washoe County School District.
 - b. When the physical condition of a child makes it appear that his/her best interests will be served by allowing attendance in a nonresidence zone, the request for variance shall be made by the attending physician.
3. Curriculum program offerings.
 - a. Exceptions to the zoning policy may be granted in cases where the curriculum program offerings at another school are unique to the student's needs.
4. Extracurricular activities.
 - a. The district, as a member of the NIAA, supports and maintains the standards they have adopted relative to participation of students on a variance in extracurricular activities.

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5. Child Care

- a. Exceptions to the zoning policy may be granted when the child of working parents must have day care and such care is out of the zone of attendance provided that documentary proof is filed with the Washoe County School District.
- M. Variances for extracurricular activities are granted in compliance with NIAA standards.

Adopted: 01-23-79
Revised: 08-30-88; 09-22-92



WASHOE COUNTY SCHOOL DISTRICT

Public Policy, Accountability & Assessment

425 East Ninth Street, P.O. Box 30425

Reno, NV 89520-3425

Telephone (775) 348-0201 • FAX (775) 348-0226

TUITION AGREEMENT TO ATTEND WASHOE COUNTY SCHOOL DISTRICT

THIS TUITION AGREEMENT (the "Agreement") by and between the WASHOE COUNTY SCHOOL DISTRICT (the "WCSD") and FORT SAGE UNIFIED SCHOOL DISTRICT (the "Adjoining District").

RECITALS

WHEREAS, Nevada Revised Statute 392.010 authorizes a school district to admit pupils living in an adjoining State upon agreement of the parties approved by the Superintendent of Public Instruction; and

WHEREAS, the WCSD is able to provide educational facilities and services to pupils residing in the Adjoining District; and

WHEREAS, the Adjoining District is unable to economically provide such educational facilities and services to said pupils resident within its district. As indicated by a signed variance form already approved by both districts:

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

- SERVICES PROVIDED:** The WCSD shall provide its usual educational facilities and services, except transportation, to pupils residing in the Adjoining District, for whom it is more practical to attend schools in Washoe County, Nevada, than to attend school in their school district of residence.
- PAYMENT:** The Adjoining District shall pay to the WCSD the actual per pupil costs based on average daily enrollment (ADE) for each regular education student and for each special education student residing in the Adjoining District and enrolled in the WCSD. Said payment shall be made within 30 days of receipt of an invoice from the WCSD. If additional educational services are required for the Adjoining District students and are provided by the WCSD, the Adjoining District shall pay for them when invoiced by the WCSD.
- BILLING:** The WCSD shall notify the Adjoining District upon enrollment of student(s) of the amounts due under this Agreement. Payment is due within thirty (30) days of said notice.
- TRANSPORTATION:** The WCSD does not assume any responsibility or expense for the transportation of students to and from school as a result of granting an out of district variance. Transporting students to and from school shall be the sole responsibility of the parent and they are solely responsible for any related transportation costs.

5. **TERM:** This Agreement shall be for a period of one year commencing on July 1, 2002, and ending on June 30, 2003. This Agreement may be renewed on an annual basis.

6. **DEFAULT:** In the event either party breaches any provision of this Agreement, the other party may terminate this Agreement upon thirty (30) days notice.

7. **IDEMNIFICATION:** The Adjoining District will defend, indemnify and hold harmless the WCSD from and against any and all liabilities, damages, costs, expenses (including any and all attorneys fees), causes of action, suits, claims, demands or judgments of any nature whatsoever arising from (1) any negligence on the part of the Adjoining District or any of its agents, contractors, servants, employees, licensees or invitees and (2) any violations of this Agreement. The WCSD will defend, indemnify and save harmless the Adjoining District from and against any and all liabilities, damages, costs, expenses (including any and all attorneys fees), causes of action, suits, claims, demands or judgment of any nature whatsoever, up to the limits set forth in NRS, Chapter 41, arising from (1) any negligence on the part of the WCSD or any of its agents, contractors, servants, employees, licensees or invitees and (2) any violations of this Agreement.

8. **NOTICES:** All notices, demands, requests, consents, approvals or other communications (for the purposes of this Section collectively called "Notices") required or permitted to be given hereunder or which are given with respect to this Agreement shall be in writing and shall be delivered by certified mail, return receipt requested, postage prepaid, addressed as follows:

TO: WCSD

Washoe County School District
425 East Ninth Street
Reno, NV 89520
Attn: Dr. James Hager, Superintendent

TO: Adjoining District

Fort Sage Unified School District
P. O. Box 35
Herlong, CA 96113-0035
Attn: Superintendent

or to such other address as such party shall have specified most recently by like Notice. Notice mailed as provided herein shall be deemed given on the third business day following the date so mailed.

9. **GOVERNING LAW/VENUE:** This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Nevada applicable to agreements made and to be performed wholly within the State of Nevada. Venue shall be in Washoe County, Nevada

10. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings, if any, with respect hereto. This Agreement may not be modified, changed or supplemented, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. The parties do not intend to confer any benefit hereunder or any person or entity other than the parties hereto.

11. **RECITALS:** The Recitals referred to herein and attached hereto are an integral part of this Agreement and are incorporated herein by this reference.

12. **FURTHER ASSURANCES:** The WCSD and the Adjoining District agree to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate this Agreement or any other agreement contained herein in the manner contemplated hereby.

13. **SUCCESSORS AND ASSIGNS; ASSIGNMENT:** This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto and to their respective successors. Any attempt to transfer, convey or assign this Agreement shall be null and void, and shall result in termination of this Agreement.

14. **DATE OF AGREEMENT:** The effective date of this Agreement shall be the date of execution of the Superintendent of Public Instruction.

IN WITNESS WHEREOF, the WCSD and the Adjoining District have duly executed this Agreement as of the date and year indicated hereinbelow.

WASHOE COUNTY SCHOOL DISTRICT

By James T. Hager
Dr. James Hager, Superintendent

Date 10/17/02

ATTEST:

Sherry Miceo

FORT SAGE UNIFIED SCHOOL DISTRICT

By [Signature]
Superintendent

Date 10/14/02

ATTEST:

APPROVED:

NEVADA STATE DEPARTMENT OF EDUCATION

Date 10/27/02

Jack W. McLaughlin
By Jack W. McLaughlin
Jack McLaughlin, Superintendent
of Public Instruction