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**STATE PUBLIC CHARTER SCHOOL AUTHORITY**

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**VIA ELECTRONIC MAIL ONLY**

November 28, 2018

Kara Hendricks  
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**Re: Nevada Virtual Academy's November 28, 2018  
Renewal Recommendation Proposal**

Kara,

Thank you very much for the information contained in your November 28, 2018 correspondence related to Nevada Virtual Academy's renewal application. Your correspondence has been provided to the SPCSA Board. In regard to your correspondence, I offer the following thoughts:

Organizational Conditions, and Monitoring and Oversight:

After reviewing your correspondence, and based on our conversation this evening, I believe that we are in agreement regarding the organizational conditions and oversight requirements and conditions that are included in the SPCSA staff renewal recommendation. Please let me know as soon as possible if I am mistaken.

Enrollment Caps and NVA's Ability to Increase Enrollment:

In regard to enrollment caps, it is my understanding that NVA is proposing middle and high school caps that are not grade-level specific. It is also my understanding that NVA is proposing 5% growth in enrollment for both NVA's middle and high school if NVA's middle or high school individually achieve a three-star rating under the NSPF. The increase in enrollment under NVA's proposal would take effect after one year of achieving a three-star rating under the NSPF.

NVA's proposal differs significantly from SPCSA staff's enrollment caps and growth requirements set out in SPCSA staff's renewal recommendation. SPCSA staff's recommendation in this regard are grade-level specific, and ties any increase in enrollment for the middle school to growth over a three-year period necessary to achieve statewide proficiency averages, and for the high school three consecutive years of an index score of 50 or greater. Notably, SPCSA staff's recommendation would allow NVA to increase enrollment by 10% (as opposed to NVA's proposed 5% increase in enrollment) if the foregoing requirements are met.

SPCSA staff is reviewing your proposal, but it appears that in regard to enrollment caps and any increase in enrollment there are significant differences between NVA's proposal and SPCSA staff's renewal recommendation.

Academic Requirements ("Performance Metrics"):

In regard to academic requirements, or "performance metrics," NVA is proposing that upon NVA's middle or high school achieving an index score of less than 40 "would trigger the performance framework process for intervention." Although not specified in your correspondence, I presume that this is a one-year trigger – i.e., NVA's proposal is that if NVA's middle or high school receives an index score of less than 40 for a single school year the "performance framework process for intervention" would be set in motion. Or is it a two-year "trigger" as set forth in SPCSA staff's renewal recommendation? Or something else? Please let me know.

Under any of the scenarios outlined above, and as you are well-aware, NVA's proposal is, again, significantly different from SPCSA's staff renewal recommendation. SPCSA staff's renewal recommendation triggers automatic closure of NVA's middle or high school if NVA's middle or high school, respectively, achieves an index score of less than 50 for any two consecutive years.

In this vein, although you have repeatedly verbally expressed to me that the SPCSA has the authority and ability to impose requirements and restrictions in any renewed charter school contract, in your correspondence you appear to once again be challenging the SPCSA's authority and ability in this regard. In your correspondence, you state that SPCSA staff's renewal recommendation regarding automatic closure is "legally flawed" and you cite to NRS 388A.300 and NRS 388A.330.

As we have repeatedly discussed, it appears that you are once again basing your arguments on the wrong charter school statutory provisions. As you know, NRS 388A.300 deals with mandatory termination of a charter school contract, and NRS 388A.330 is the permissive charter school contract termination statute. R089-16, the charter school contract renewal regulation, however, expressly gives the SPCSA the authority and ability to include in any renewed charter school contract "any additional provisions, requirements, or restrictions which the State Public Charter School Authority determines are appropriate."

As a result, while SPCSA staff is in the process of reviewing NVA's most recent proposal, given that NVA's proposal (1) simply sets up a mechanism to trigger NRS 388A.300 or NRS 388A.330 – charter school termination provisions that require no such trigger –, and (2) completely ignores R089-16, I am not optimistic that SPCSA staff will look favorably on NVA's most recent proposal in regard to academic requirements.

Again, SPCSA staff is reviewing NVA's most recent proposal regarding renewal. Given that the SPCSA Board meeting related to NVA's renewal application is less than two business days away, I

am unsure if SPCSA staff will be able to provide a written response to NVA's most recent proposal (other than this correspondence). However, I am confident that SPCSA staff will address NVA's most recent renewal proposal at the upcoming SPCSA Board meeting.

As always, please do not hesitate to contact me with any questions or concerns.

Sincerely,

/s/

Ryan Herrick

General Counsel, State Public Charter School Authority