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STATE OF NEVADA

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STATE PUBLIC CHARTER SCHOOL AUTHORITY

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VIA ELECTRONIC MAIL AND USPS

November 21, 2018

Kara Hendricks
Greenberg Traurig, LLP
10845 Griffith Peak Drive
Suite 600
Las Vegas, Nevada 89135
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**Re: Nevada Virtual Academy Renewal Recommendation and
Correspondence Dated November 16, 2018**

Kara,

Thank you very much for your correspondence related to Nevada Virtual Academy's renewal application and the State Public Charter School Authority's staff's tentative renewal recommendation.

As you note in the opening paragraph of your correspondence, you and I – as well as SPCSA staff and NVA school leaders – have been discussing NVA's renewal application and SPCSA's staff's tentative recommendation for almost eight weeks. It was with this background that I was mildly surprised that as part of your November 16, 2018 correspondence you, for the first time, appear to be challenging the SPCSA's ability to include any conditions or requirements in any renewed charter school contract that the SPCSA and NVA may enter into. While you and I had previously discussed potential conditions or requirements that might ultimately be included in NVA's renewed charter school contract, you had never raised with me NVA's apparent position that any such conditions or requirements may be somehow improper.

While the details and basis for the conditions and requirements that SPCSA staff will be recommending will be included in any renewed charter school contract relative to NVA, I believe that it is necessary that I take this opportunity to point out several misstatements and apparent misunderstandings that are contained in your November 16, 2018 correspondence.

As an initial matter, you note that the previously-agreed to Stipulated Agreement somehow limits the SPCSA from taking into account NVA's elementary school's historic academic performance in regard to any renewal of NVA's charter school contract relative to NVA's middle and high school.

As the co-author (along with you) of the Stipulated Agreement, I can tell you that your limited reading of the Stipulated Agreement was not the intent of the language quoted in your correspondence.

Furthermore, and perhaps more importantly, the charter school contract renewal regulations make clear that the SPCSA is to consider "any other information that the State Public Charter School Authority determines is relevant to whether the charter contract should be renewed" and that any renewal decision is to be based on the "totality of the evidence." While it is understandable that NVA would like the SPCSA to ignore the historical academic underperformance of NVA's elementary school during the renewal process, both SPCSA staff and the Authority Board would be negligent if they did so.

In this regard, you point to NRS 388A.300(2) in regard to utilizing school data from the 2015-2016 school year (see page 4). Likewise, you also point to NRS 388A.300 et. seq. for the proposition that these statutes provide the mechanism to close low performing schools (see page 7). While you are not incorrect in that the cited statutes provide the statutory mechanism to terminate a charter school contract, this argument misses the point that NVA is presently not involved at this time with termination proceedings. Instead, NVA is currently involved in the renewal process related to its charter school contract.

In this regard, Nevada's charter school contract renewal regulations clearly and unequivocally provide the SPCSA with the authority and ability to incorporate into a renewed charter school contract "any additional provisions, requirements or restrictions which the State Public Charter School Authority determines are appropriate...." As a result, the SPCSA is well within its authority to impose academic benchmarks and targets into any renewed charter school contract.

In this same vein, you repeatedly cite NVA's "due process" rights in your correspondence. However, not only does Nevada's charter school contract renewal statutes and regulation provide NVA with full and complete due process, SPCSA staff has engaged NVA throughout the renewal process.

In closing, please note that I have only addressed your legal concerns in this correspondence. SPCSA staff will fully address your academic concerns in both its recommendation to the Authority Board, as well as at the November 30, 2018 Authority Board meeting. As you are also aware, myself and SPCSA staff are scheduled to speak with you, NVA's board chair, and NVA school leaders early next week.

As always, please feel free to contact me with any questions or concerns.

Sincerely,

A handwritten signature in blue ink, consisting of a stylized 'R' followed by 'u' and a long horizontal flourish.

Ryan Herrick

General Counsel, State Public Charter School Authority