

STATE PUBLIC CHARTER SCHOOL AUTHORITY



2020 CHARTER SCHOOL REQUEST FOR AMENDMENT TO CHARTER CONTRACT APPLICATION

For Additional Instructions, please see the [Amendment Application Guidance Document](#)

For the: **Signature Preparatory**

Date Submitted: 01/31/2021

Current Charter Contract Start Date: July 1, 2018

Charter Contract Expiration Date: June 30, 2024

Key Contact: Gabe Shirey

Key Contact title: Executive Director

Key Contact email and phone: gabe@signatureprep.org, (702) 224-2809

Date of School Board approval of this application: January 21, 2021

Deadlines

	Spring Cycle	Fall Cycle
Notice ¹ of Intent to submit Request for Charter Amendment (RFA)	No Later Than: March 1	No Later Than: September 1
Request For Amendment (RFA)	Due between April 1 – 15	Due between October 1 – 15
Board Meeting for Possible Action (tentative and subject to change)	June board meeting	December board meeting

¹ Notice or Letter of Intent

This Request For Amendment (RFA) is submitted to request a contract amendment regarding (place an “X” to the right of the specific RFA type(s) you are applying for):

- 1. [Add Distance Education](#) ____
- 2. [Add Dual-Credit Program](#) ____
- 3. [Change Mission and/or Vision](#) ____
- 4. [Eliminate a Grade Level or Other Educational Services](#) ____
- 5. [EMOs: Entering, Amending, Renewing, Terminating Charter Contract with an EMO](#) ____
- 6. [Enrollment: Expand Enrollment in **Existing** Grade Level\(s\) and Facilities](#) ____
- 7. [Enrollment: Expand Enrollment in **New** Grade Levels](#) ____
- 8. [Facilities: Acquire or Construct a New or Additional Facility that will not affect approved enrollment](#) __X__
- 9. [Facilities: Occupy New or Additional Facility](#) ____
- 10. [Facilities: Occupy a Temporary Facility](#) ____
- 11. [Facilities: Relocate or Consolidate Campuses](#) ____
- 12. [RFA: Transportation](#) ____
- 13. [Other changes](#) ____

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Section I: Standard RFA Requirements

A) EXECUTIVE SUMMARY

4 Pages or less per RFA

Provide a brief overview of your school, including:

- 1. Identification of the school, its location(s), enrollment(s)(most recent ADE quarter), brief history, brief description of its board members and key leadership team members

Signature Preparatory (the “School”) is a tuition-free K-8 public charter school, located at 498 S. Boulder Hwy, Henderson, Nevada 89015. The School serves 809.37 students, as of the most recent ADE quarter. The School opened in August 2019 at its current location. The School was founded to provide parents a choice in their child’s education. The School is committed to partnering with families to help every student reach their highest individual potential academically, socially, and emotionally.

The School’s board is comprised of the following five people: Michael Olsen, Chair; Jessie Phee, Vice Chair; Jared Frost, Treasurer; Linda Rolle, Secretary, and Bryan Dittebrandt, member. The School’s board members have a wide variety of professional experience, including but not limited to, legal, teaching, accounting, education field, real estate, business, and marketing.

The School’s key leadership includes Gabe Shirey, Executive Director; and Carey Roybal-Benson, Director. Mr. Shirey received his master’s degree in education, with a focus on data driven decision making, from The John Hopkins University, and his bachelor’s degree in business and communication from the University of Utah. Mr. Shirey is a published author and keynote speaker. Prior to his current role at the School, Mr. Shirey was the President of ArchAngel Global, a management company for health care, real estate, e-commerce, and charter school management companies. Mr. Shirey is an ardent supporter of charitable organizations such as Big Brothers/Big Sisters and The First Tee. Mr. Roybal-Benson received his Doctor of Education (EdD) in literacy: second language acquisition from the University of Nevada-Las Vegas, his master’s degree in elementary curriculum and instruction from the University of Northern Colorado, and his bachelor’s degree in sociology of education from the University of Northern Colorado. Prior to joining the School, Mr. Roybal-Benson spent 22 years serving school communities in Nevada as a teacher, contributor to the Nevada Regional Professional Development Program, and principal at Saint Elizabeth Ann Seton Catholic School.

- 2. Statement and overview of the mission and vision

The School’s mission is to provide the best educational experience to as many students as possible in a moral and wholesome environment.

The School’s vision is: Learn. Lead. Change the World!

- 3. Specific statement of the request

The Board of Signature Preparatory, operating under a current contract with a start date of July 1, 2018 and a six-year expiration date of June 30, 2024, requests that the SPCSA approve this request to amend its charter school contract with the SPCSA regarding the following (check all that apply):

☐ 1. Dual-Credit Programs

- ☐ 2. EMOs: Amend charter contract with an EMO
- ☐ 3. Enrollment: Expand enrollment in existing grades and facilities
- ☐ 4. Enrollment: Expand enrollment in new grade levels
- ☐ 5. Enrollment: Eliminate a grade level or other educational services
- ☒ 6. Facilities: Acquire or construct a new or additional facility that will not affect approved enrollment
- ☐ 7. Facilities: Occupy additional sites
- ☐ 8. Facilities: Relocate or consolidate campuses
- ☐ 9. Facilities: Occupy a temporary facility
- ☐ 10. Other (specify): _____

(See full list above of RFA amendment types)

Attach a copy of the document(s), including minutes, confirming approval of the RFA.

Please see **Attachment 1 – Letter of Transmittal/Good Cause Exemption, Attachment 2 – Board Agenda, and Attachment 3 – Draft Board Minutes.**

4. A summary explanation of the reasons that the charter school is seeking to the charter school is seeking to make this specific requested change.

The School is seeking an amendment to its charter contract in order to purchase its facilities, driven by a three percent annual increase in lease payments under its current Build-to-Suit Lease with its landlord. The Build-to-Suit Lease contains an Option to Purchase, which allows the School to purchase its facilities. The School desires to exercise the option to purchase in order to avoid future rent escalators (and an increased purchase price), lower facility costs, and promote long-term stability. A tax-exempt bond issuance will fund 100% of the facility acquisition price, among other things.

5. Description of proposed target model and target communities

This question is not applicable because the School is requesting approval to acquire its current facility and there will not be a change to the School's target model and target communities.

6. Statement of outcomes you expect to achieve across the network of campuses

Not applicable.

7. Key components of your educational model for the expanded school

This question is not applicable because the School is requesting approval to acquire its current facility and is not seeking an expansion at this time.

8. **Describe the charter school's plan to ensure that proper restorative justice principles are practiced. Describe plans, including record keeping, to monitor for potential disproportionate discipline practices.**

Not applicable. No change from current plan.

9. **Describe the charter school's plan to ensure enrollment diversity and equity, commensurate with the neighborhood and zip codes it serves. Include plans to close any proficiency gaps among diverse student groups (ex. race/ethnicity, FRL, EL, IEP) as well as family and community engagement strategies.**

Not applicable. No change from current plan.

10. The values, approach, and leadership accomplishments of your school or network leader and leadership team

Not applicable. No change from current leadership.

11. Key supporters, partners, or resources that will contribute to your expanded school's success.

This question is not applicable because the School is requesting approval to acquire its current facility and is not seeking an expansion at this time.

NOTE

1. **For all remaining General Requirements Sections:** Complete and submit all RFAs by answering remaining General Requirements Section questions.
2. **Indicate “No change” for any below requested response that has not changed from your charter school contract.**
3. **Indicate “N/A” for any below requested response in this General Requirements Section that is not applicable to your request. Applicants do not need to respond “N/A” to any Specific Requirements RFA section for which they are not applying.**
4. ***If your school is seeking an amendment outside of the Fall or Spring Amendment Cycle, please include at the front of the application:***
 - a. *Letter from the Board chair requesting Good Cause Exemption;*
 - b. *Agenda for the Board Meeting where Board voted to request the Good Cause Exemption; and*
 - c. *The draft or approved minutes for the Board Meeting where the Board voted to request the Good Cause Exemption.*
5. **To expand a section and complete, please click the triangle next to the header.**

B) MEETING THE NEED

Section B) Meeting the Need is not applicable. The School is requesting approval to acquire its current facility, which will not change the community it currently serves.

TARGETED PLAN

- (1) Identify the community you wish to serve as a result of the expansion or RFA and describe your interest in serving this specific community.
- (2) Explain how your expansion model or RFA, and the commitment to serve this population, including the grade levels you have chosen, would meet the district and community needs and align with the mission of the SPCSA.

GROWTH RATE AND RATIONALE

- (1) Describe the school's six-year growth plan for developing new schools in Nevada and other states. Please describe the proposed scope of growth over the next 6 years, including both the schools that the campuses the school has already been approved to open, those it is currently applying to open and any additional campuses that it anticipates applying to open in the next six years (number of campuses, locations, proposed six-year enrollment projections, and grade configuration/type of schools).
 - a. Provide a rationale for the proposed six-year growth plan; for example, how the school determined the appropriate pace and scope of the proposed growth and why the school is well-positioned to implement the growth plan. If locating in a new community within your present county of location or a new county within Nevada, please explain the rationale for the geographic expansion. If planning to operate new campuses in other states, please explain the rationale for that expansion.
- (2) Specifically identify the key risks associated with this growth plan and describe the steps the school is taking to mitigate these risks. Respondents should demonstrate a sophisticated and nuanced understanding of the challenges of replication in general and as they relate specifically to their school growth plans based on current and historic experience of charter school management organizations and similar types of multi-site social enterprises and non-profit and for-profit organizations. The response should detail specific risks and explain how the school will minimize the impact of each of these risks, and ideally provide contingency plans for them.

Examples may include:

- a. Inability to secure facilities/facilities financing;
 - b. Difficulty raising philanthropic funding;
 - c. Insufficient talent pipeline/difficulty recruiting faculty;
 - d. Insufficient leadership pipeline/difficulty recruiting school leaders;
 - e. Misalignment between the founding school and leader and new campuses and leaders, and;
 - f. Ambiguous student performance outcomes and the need to curtail expansion if performance drops.
- (3) Discuss lessons learned during the school's past replication efforts and those of any replicated school or organization from another jurisdiction. For example: specifically identify each challenge encountered and how the school addressed them, as well as how the school would minimize such challenges for the proposed campuses.

PARENT AND COMMUNITY INVOLVEMENT

- (1) Describe the role to date of any parents, neighborhood, and/or community members involved in the proposed expansion of the school.

- (2) Describe how you will engage parents, neighborhood, and community members from the time that the application is approved through the opening of the new campus(es) or grade levels. What specific strategies will be implemented to establish buy-in and to learn parent priorities and concerns during the transition process and post opening?
- (3) Describe how you will engage parents in the life of the expanded school (in addition to any proposed governance roles). Explain the plan for building family-school partnerships that strengthen support for learning and encourage parental involvement. Describe any commitments or volunteer activities the school will seek from, offer to, or require of parents.
- (4) Discuss the community resources that will be available to students and parents at the expanded school. Describe any new strategic partnerships the expanded school will have with community organizations, businesses, or other educational institutions that are part of the school's core mission, vision, and program other than dual-credit partners discussed in subsequent sections. Specify the nature, purposes, terms, and scope of services of any such partnerships, including any fee-based or in-kind commitments from community organizations or individuals that will enrich student-learning opportunities. Include, as an **Attachment** __, existing evidence of support from new community partners such as letters of intent/commitment, memoranda of understanding, and/or contracts.
- (5) Describe the school's ties to and/or knowledge of the target community. How has the school learned from and engaged with this community to date? What initiatives and/or strategies will you implement to learn from and engage the neighborhood, community, and broader city/county?
- (6) Identify any organizations, agencies, or consultants that are partners in planning and expanding the school, along with a brief description of their current and planned role and any resources they have contributed or plan to contribute to the school's development. If the school is new to this county, describe how your previous work has prepared you to establish relationships and supports in this new community.

C) ACADEMIC PLAN

Section C) Academic Plan is not applicable. The School is requesting approval to acquire its current facility, which will not change the School's academics, curriculum, or grades served.

MISSION & VISION

The mission of your school should describe the purpose of your school, including the students and community to be served and the values to which you will adhere while achieving that purpose. The vision of your school should describe what success looks like for students, for the school as a whole, and for any other entities that are critical to your mission. The mission and vision statement should align with the purposes of the Nevada charter school law and the mission of the State Public Charter School Authority and serves as the foundation for the entire proposal.

Explain whether the proposed mission and vision for the school/network is different from the existing school's mission and vision and how they differ. Describe the reasoning behind any modifications.

Explain whether the mission and vision outlined will replace the current mission and vision of the charter holder, or if the school proposes to complement a broader organizational mission and vision with campus or grade-level specific variants. How will the entity as a whole ensure consistency and coherence of its mission and vision?

CURRICULUM & INSTRUCTIONAL DESIGN

The framework proposed for instructional design must both reflect the needs of the anticipated population and ensure all students will meet or exceed the expectations of the Nevada Academic Content Standards.

(1) Historical Performance

- (a) **Performance Data:** schools are only eligible to complete the amendment request and business plan if the existing schools meet the Authority's eligibility criteria; these criteria reflect a proven academic track record of success with Nevada students and our operating expectations or similar performance in another state.
 - (i) A school is welcome to provide any additional historical academic performance metrics that fall outside of the operator's contractual performance plan (e.g., average student growth on an adaptive test such as ACT Aspire, NWEA MAP, SCANTRON, Renaissance Learning's STAR, etc.). If provided, describe student performance on these metrics.
 - (ii) *Please only provide data in vendor-produced score reports and note that the Authority may require additional time and resources to review and vet such data.*
- (b) **Interventions:** Please explain any past performance that has not met the organization's expectations. How was the underperformance diagnosed, how were appropriate intervention(s) determined, and how are they being implemented? What are the key areas in which existing schools/campuses need to improve, and what are the priorities to drive further success?

(2) Academic Vision and Theory of Change

- (a) **Model Non-Negotiables:** What are the key non-negotiables (i.e., the key school design components, policies, practices, etc. that underlie school culture and academic outcomes) of your school model? Please include details about the critical elements that are constant across the organization's schools and those that may vary. Discuss any campus-level autonomies in implementing the educational plan.

(3) Performance Management

- a) **Measuring Progress:** Describe the school's approach to performance management across the network and with individual campuses, including the systems used to measure and evaluate both academic and non-academic performance of each site and of the network as a whole.

- a. What performance management systems, processes, and benchmarks will the school use to formally assess this progress?
 - b. Explain how the school addresses underperformance and describe the corrective action plan procedures.
- b) **Closure:** Describe the conditions that would cause the school to petition the Authority close a consistently low performing campus. Be specific about threshold metrics the school would use to inform its decision.
- c) **College Readiness (HS Only):** Describe the mechanisms that the school employs to accurately, reliably, and consistently track college acceptance, enrollment, and persistence rates. If historical data is available on college acceptance, enrollment, and/or persistence rates, please include it. Cite the percent of total alumni for which the school has data on each metric. If data is not available, please include plans to create mechanisms to accurately, reliably, and consistently track student acceptance, enrollment, and persistence rates.
- d) **Readiness to Replicate:** What academic, financial, and operational metrics does the school and its Board use to determine readiness for replication?
- e) **Compliance:** Describe the proposed academic program and how it complies with the requirements of NRS 388A.366(1)(f) and NRS 389.018. Please complete the scope and sequence/standards alignment template (Excel document at http://CharterSchools.nv.gov/uploadedFiles/CharterSchoolsnvgov/content/Grocers/Alignment_Template.xlsx) for each class scheduled to be provided by the school for each grade level to be served following this proposed expansion. For example, a school that currently serves students in K, 1, and 2 which seeks to add grades 3 and 4 would provide the scope and sequence/standards alignment for each class/subject area in the grades currently served along with the scope and sequence/alignment for each of the proposed new grades.
- f) **Instructional Strategies:** Describe the instructional strategies that you will implement to support the education plan and why they are well suited for the anticipated student population—including a detailed discussion of these strategies for both the expanded grades and for all existing grades. For each grade level to be served by the charter school following the expansion, identify and describe in detail the data, methods, and systems teachers will use to provide differentiated instruction to students. Please note that SPCSA schools typically start with students performing across a broad spectrum from years below grade level to advanced learners. Include the professional development teachers will receive to ensure high levels of implementation.
- g) **Remediating Academic Underperformance:** Describe the school’s approach to help remediate students’ academic underperformance both for both the expanded grades and for all existing grades. Detail the identification strategy, interventions, and remediation to be implemented. Cite the research/rationale for the chosen methods. How will you measure the success of your academic remediation efforts (in year 1 of the expansion, year 3, year 5, and beyond)? How will you communicate the need for remediation to parents? How will staffing be structured to ensure that gifted students are adequately supported?
- h) **Identifying Needs:** Describe how you will identify the needs of all students in both the expanded grades and for all existing grades. Identify the research-based programs, strategies and supports you will utilize to provide a broad continuum of services, ensure students’ access to the general education curriculum in the least restrictive environment, and fulfill NV’s required Response to Intervention model.
- i) **Intellectually Gifted Students:** Explain how the school will identify and differentiate to meet the needs of intellectually gifted students in both the expanded grades and for all existing grades in a way that extends their learning and offers them unique, tailored opportunities. Please note that Nevada law classifies intellectually gifted students as eligible for specific support services. How will staffing be structured to ensure that gifted students are adequately supported?
- j) **Enrichment Opportunities:** Describe the enrichment opportunities that will be available to students performing at or above grade level in both the expanded grades and for all existing grades as part of the school’s comprehensive strategy to ensure that all pupils are making accelerated academic progress.
- k) **Matriculation:** Explain how students will matriculate through the school (i.e., promotion/retention policies) and how stakeholders will be informed of these standards.

SCHOOL STRUCTURE: CALENDAR AND SCHEDULE

- a) Discuss the annual academic schedule for the school, including the calendar for the proposed new grades. Explain how the calendar reflects the needs of the student population and the educational model.
- b) Describe the structure of the school day and week for both the proposed new grades and for existing grades. Include the number of instructional minutes/hours in a day for core subjects such as language arts, mathematics, science, and social studies. Note the length of the school day, including start and dismissal times. Explain why the school's daily and weekly schedule will be optimal for the school model and for student learning. Provide the minimum number of hours/minutes per day and week that the school will devote to academic instruction in each grade.
- c) Describe your goal for student attendance and explain how you will ensure high rates of student attendance. Who will be responsible for collecting and monitoring attendance data? What supports will be in place to reduce truancy and chronic absenteeism?

DISTANCE EDUCATION

(Distance Education Expansion Amendments)

A charter school that wishes to provide distance education (online, virtual, cyber, etc.) courses and/or programs (NRS 388.820-388.874 and NAC 388.800-388.860) must submit a distance education application to the Nevada Department of Education prior to or in conjunction with its amendment request to the SPCSA.

For applicants who do not propose to offer a program of distance education or who already have approval to operate such a program, please provide a brief statement explaining that the questions in this section are not applicable.

- (1) Describe the system of course credits that the school will use.
- (2) Describe how the school will monitor and verify the participation in and completion of courses by pupils.
- (3) Describe how the school will ensure students participate in assessments and submit coursework.
- (4) Describe how the school will conduct parent-teacher conferences.
- (5) Describe how the school will administer all tests, examinations or assessments required by state or federal law or integral to the performance goals of the charter school in a proctored setting.

PRE-KINDERGARTEN PROGRAMS

(All Operators Currently Operating or Proposing to Operate Pre-K)

A charter school that wishes to provide pre-kindergarten services to students who will later enroll in its K-12 programs must apply separately to the Nevada Department of Education to offer education below the kindergarten level following charter approval. Approval to offer pre-kindergarten cannot be guaranteed. Consequently, revenues and expenditures related to pre-kindergarten should not be included in the initial charter application budget. Please note that state-funded pre-kindergarten programs are not directed through the state Distributive Schools Account for K-12 education. In addition to a limited amount of state pre-kindergarten funding available through the Department of Education, the SPCSA is also a sub-recipient of a federal grant to expand early childhood services in certain high-need communities through programs approved by NDE. Applicants are encouraged to review resources available at http://www.doe.nv.gov/Early_Learning_Development/. For applicants who do not propose to offer pre-kindergarten, please provide a brief statement explaining that the questions in this section are not applicable.

- (1) Identify whether the school plans to offer pre-kindergarten in the first year of operation at the new campus or in any subsequent year of the charter term.
- (2) Identify whether the school will offer fee-based pre-kindergarten services. If the school does plan to offer fee-based pre-kindergarten, explain how the school will ensure that parents will be informed both initially

and on an ongoing basis that both state and federal law preclude a K-12 charter school from giving admissions preference to students to whom it has previously charged tuition.

- (3) Describe the school's plans for ensuring that the pre-kindergarten program aligns with the mission, vision, and program of the school's other grades and meets all other state requirements.
- (4) Explain how the school's proposed pre-kindergarten program may meet the federal pre-kindergarten expansion grant criteria.

HIGH SCHOOL GRADUATION REQUIREMENTS AND POSTSECONDARY READINESS

(New High School Amendments Only)

High schools approved by the SPCSA will be expected to meet or exceed Nevada graduation requirements. For operators who do not propose to operate a high school program during the initial charter term or who already have approval to operate a high school, please provide a brief statement explaining that the questions in this section are not applicable.

- (1) Explain how the school will meet state requirements. Describe how students will earn credit hours, how grade-point averages will be calculated, what information will be on transcripts, and what elective courses will be offered. If graduation requirements for the school will exceed those required by the State of Nevada, explain the additional requirements.
- (2) Explain how the graduation requirements will ensure student readiness for college or other postsecondary opportunities (e.g., trade school, military service, or entering the workforce).
- (3) Explain what systems and structures the school will implement for students at risk for dropping out and/or not meeting the proposed graduation requirements, including plans to address students who are overage for grade, those needing to access credit recovery options, and those performing significantly below grade level.

SPECIAL POPULATIONS

Pursuant to State and federal law, SPCSA schools are required to serve the needs of all students in special populations. Beginning in the 2017-18 school year, the State of Nevada will switch to a weighted formula for special education. For the first time, this will provide for equitable special education funding across all Nevada public schools. Over time, this will necessitate current SPCSA-sponsored charter schools moving from a defined continuum of service to a broader continuum of services. All operators submitting amendment requests to the SPCSA after the conclusion of the 2015 Legislative Session should plan on offering students a broad continuum of services.

The SPCSA operates under the following principles with regards to special populations of students:

SPCSA schools serve all eligible students. SPCSA schools do not deny the enrollment of any student based on needs or disability.

1. SPCSA schools are to ensure streamlined access for all students requiring special programs.
2. SPCSA schools develop programs to support the needs of their students.
3. SPCSA schools do not counsel or kick any students out.
4. SPCSA schools utilize best practices to expose students to the most inclusive environments appropriate.
5. If needed, an SPCSA school is responsible for developing more restrictive placements to meet the needs of the highest needs students, including but not limited to clustered placements in consortium with other charter schools.
6. SPCSA schools are responsible for providing high functioning, trained special education teams, which focus on student advocacy and high expectations. IEP teams (including school's leadership) make placement decisions at IEP meetings. Decisions are made based on evidence/data to support what is best for the student.

Special Education

- (1) Track Record: Please explain the extent to which the board and leadership team (instructional leader, etc.) has experience working to achieve high academic outcomes of students with disabilities, including students with mild, moderate, and severe disabilities.
- (2) Identification: Describe in detail the school's Child Find process. How will the school identify students in need of additional supports or services?
 - a) (*Elementary Schools Only*) How will the school accurately identify students prior to and following enrollment (e.g., those who require pre-school special education and related services) and in the early grades (PreK, K, 1, or 2) for appropriate services?
 - b) (*Middle and High Schools*) How will the school identify and serve students who require special education services and develop transition plans?
- (3) (*All Schools*) How will the school handle over-identification of students as having a disability that qualifies them for special education services? What will be the process to transition a student out of special education who has been incorrectly identified as having a disability in the past?
 - a) Continuum of Services: How will the school provide a broad continuum of instructional options and behavioral supports and interventions for students with a range of disabilities? Specifically describe how students with severe intellectual, learning, and/or emotional disabilities will be served. Provide a chart which graphically illustrates the continuum of services which identifies, by disability and level of severity, the means by which students with disabilities will be able to receive an appropriate public education in the least restrictive environment (note—this graphic may be created using a commercial program like Microsoft Visio or a free or low-cost internet-based solution such as Lucidchart). Identify the resources, personnel (including administrative responsibilities), and direct and related services the school is likely to provide both within general education classrooms and in other settings (e.g., collaborative team teaching (CTT), Special Education Teacher Support Services (SETSS), speech therapy, physical therapy, occupational therapy, counseling, etc.) as well as the services or settings that will be provided through a consortium or other collaborative initiative with other charter schools or through a third party contract.
- (4) Enrollment: Describe the school's strategy and plan to recruit, enroll, and retain students with disabilities. How will the school proactively address parent and community perceptions around the availability and appropriateness of the charter school to the needs of students with disabilities?
- (5) General Education Collaboration/Access: How will special education and related service personnel collaborate with general education teachers (e.g., team teaching, team planning, etc.) to ensure that all students are able to access a rigorous general academic curriculum?

Staffing

How will you ensure qualified staffing to meet the needs of students with disabilities across a broad continuum? Note: Federal and Nevada law requires licensure for the special education teachers, related service personnel, and psychologists at all charter schools, including those which are permitted to waive other licensure requirements due to their academic track record.

- (1) Staff Development: How does the school plan to train general education teachers to modify the curriculum and instruction to address the unique needs of students with disabilities across a broad continuum?
- (2) Discipline: Explain how the school will protect the rights of students with disabilities in disciplinary actions and proceedings and exhaust all options in order to promote the continuation of educational services in the home school.
- (3) Monitoring: What are your plans for monitoring and evaluating both the progress and success of students who qualify for special education and related services across a broad continuum, and the extent to which your special education program complies with relevant federal and state laws? How will curriculum and instructional decisions be tracked and monitored by IEP teams and school personnel?
- (4) Parental Involvement: What appropriate programs, activities, and procedures will be implemented for the participation of parents of students with a broad range of disabilities?

- (5) For Distance Education Schools: Describe how the school will provide appropriate services in the distance education learning environment to students with disabilities across a broad continuum. *If you are not proposing to operate a distance education or virtual school, please explain that this is not applicable.*

D) FINANCIAL PLAN

This section must be completed for all applications.

- (1) Describe the systems and processes by which the school will manage accounting, purchasing, payroll, and audits. Specify any administrative services expected to be contracted for the school and describe the criteria and procedures for the selection of contractors and the mechanism by which the board will monitor and hold the contractor responsible for providing such services.

No change.

- (2) **Attachment 10.** Present a budget narrative including a detailed description of assumptions and revenue estimates, including but not limited to the basis for revenue projections, staffing levels, and costs. The narrative should specifically address the degree to which the school budget will rely on variable income (e.g., grants, donations, fundraising, etc.). There is no page limit for the budget narrative. Include the following: A detailed discussion of Per-Pupil Revenue: Use the figures provided in developing your budget assumptions.

See **Attachment 10 – Budget Narrative.**

- (a) Anticipated Funding Sources: Indicate the amount and sources of funds, property or other resources expected to be available through banks, lending institutions, corporations, foundations, grants, etc. Note which are secured and which are anticipated and include evidence of commitment for any funds on which the school's core operation depends in a clearly identified component of **Attachment 10**. Please ensure that your narrative specifically references what page this evidence can be found on in the attachment.

See **Attachment 10 – Budget Narrative.**

- (b) Anticipated Expenditures: Detail the personnel and operating costs assumptions that support the financial plan, including references to quotes received and the source of any data provided by existing charter school operators in Nevada or other states.

See **Attachment 10 – Budget Narrative.**

- (c) Discuss in detail the school's contingency plan to meet financial needs if anticipated revenues are not received or are lower than estimated, including both the scenarios identified in subsections e and f.

See **Attachment 10 – Budget Narrative.**

- (d) Year 1 cash flow contingency in the event that state and local revenue projections are not met in advance of opening.

Signature Preparatory is not in its first year of operation. Therefore, this section is not applicable.

- (e) Year 1 cash flow contingency in the event that outside philanthropic revenue projections are not met in advance of opening.

Signature Preparatory is not in its first year of operation. Therefore, this section is not applicable.

- (3) Submit a completed financial plan for the proposed school as an **Attachment 11** (the format of this is left to the applicant's discretion but must be clear and sufficiently detailed to permit Authority staff, external reviewers, and the general public to review of all elements of the school's business plan and gauge alignment and consistency with the academic program, operating plan, and budget narrative).

See **Attachment 11 – Financial Plan.**

- (4) Submit, as an **Attachment** ____, a detailed budget for the operator at the network level (the format of this is left to the applicant's discretion but must be clear and sufficiently detailed to permit Authority staff, external reviewers,

and the general public to review of all elements of the school's business plan and gauge alignment and consistency with the academic program, operating plan, and budget narrative).

Not applicable; Signature Preparatory is a single-site school and is not seeking expansion at this time.

- (5) Provide, as an **Attachment** ____, historical financial documents for any affiliated CMO from another state or any EMO providing services to the school, including audited financials for each school operated by the affiliate as well as any other campus by campus financial evaluations conducted by charter school authorizers. At least three years of school financial audits are required for any school operating for three years or longer. Such financials must be provided as converted PDF documents to ensure accessibility.

Available upon request.

- (6) Complete the audit data worksheet in **Attachment 12**. In the info tab, please identify any schools or campuses listed under the student achievement tab for which, pursuant that relevant state's charter law, financial data is consolidated for reporting and auditing purposes in the independent audits provided in **Attachment** ____.

See **Attachment 12 – Audit Data**.

- (7) Provide a six-year development plan that addresses the annual and cumulative fundraising need at the network and school levels including a description of the staff devoted to development. The plan should include a history of the school's fundraising outcomes and identify funds that have already been committed toward fundraising goals. The plan should also identify the role of the members of the board, particularly as relates to give/get requirements, and should demonstrate alignment with the expectations for board members discussed elsewhere in the amendment request. If funds are raised at a partner organization level, describe the methodology to be used in allocating funds to the school and the proposed campuses. If the school has not raised any funds to support its programming to date and the budget does not include any fundraising activity, please explain that this question is not applicable to your school.

Signature Preparatory does not significantly rely on fundraising to support school operations; therefore, this question is not applicable.

- (8) Describe the campus, school, and any management organization distinct responsibilities in the financial management and oversight of the proposed campuses, including, but not limited to, their respective roles in overseeing or implementing internal controls and in making financial management decisions including budget development. Detail the process and frequency by which key financial information is communicated to and reviewed by the various organizations and different levels of leadership and governance.

The School board oversees all aspects of the fiscal management of the School. Throughout the school year, the EMO or the executive director present updated financial information to the Board.

The School's EMO collaborates with the School's executive director to develop the School's annual budget. The EMO and the School's executive director present the annual budget to the board for their review and approval. The School's executive director supervises the budget and cash collections at the School. The executive director must abide by the budget approved by the board.

Under the supervision of the board, and in conjunction with the School's audit firm, the EMO is responsible for the School's bookkeeping and financial reporting. These functions are verified by a third-party CPA during the School's annual audit.

The School's executive director works with the School's EMO on training School staff on all financial policies and procedures.

E) OPERATIONS PLAN

Section E) Operations Plan is not applicable. The School is requesting approval to acquire its current facility, which will not change the operations of the School.

♦ **Indicate “No Change” to the sections or subsections below, where applicable. Otherwise, all applications require completion of this section.**

1. Historical performance
 - (a) Performance Data: schools are only eligible to complete the amendment request and business plan if the existing schools meet the Authority’s eligibility criteria; these criteria reflect a proven academic track record of success with Nevada students and our operating expectations or similar performance in another state. Please provide a narrative demonstrating that the school meets the organizational criteria for approval.
 - (b) Interventions: Please explain any past organizational/compliance performance that has not met expectations. How did the governing body diagnose the under-performance, how were appropriate intervention(s) determined by the governing body, how are they being implemented by staff, and how is the governing body monitoring implementation of the interventions on a monthly basis?
 - (c) What are the key areas in which the existing school or schools/campuses need to improve, as determined by the governing body, and what are the priorities to drive further success?
2. Organization governance structure & board development:
 - (a) Describe how the organization’s governance structure will adapt to oversee and support the 6-year growth plan and addition of new school(s). Include any impact on: (1) the composition of the Board, the Board’s roles and responsibilities, and the Board’s development priorities and (2) the Board’s relationship to individual campuses
 - (b) Describe the diverse skillsets that currently exist on the Board and note any additional type of expertise that the Board may seek to help support the growth plan.
 - (c) Identify any Board development requirements relative to the organization’s governance needs at each stage of growth.
 - (d) Describe how the Board identifies and addresses conflicts of interest. Attach a code of ethics that includes a formal conflict of interest policy and specifies the procedures for implementing the policy.
3. Organization charts and decision-making authority:
 - (a) Provide the following organizational charts:
 - (i) Current
 - (ii) Vision for school in three years (clearly identify both campuses requested in this amendment request as well as any additional campuses that the operator anticipates applying to open within three years)
 - (iii) Vision for school in six years (clearly identify both campuses requested in this amendment request as well as any additional campuses that the operator anticipates applying to open within six years)

The organization charts should represent all national and state operations and clearly delineate the roles and responsibilities of – and lines of authority and reporting among – the governing board, staff, any related bodies (e.g., advisory bodies or parent/teacher councils), and any external organizations that will play a role in managing the schools. If the school intends to contract with an education management organization or other management provider, clearly show the provider's role in the organizational structure of the school, explaining how the relationship between the governing board and school administration will be managed. Please *include* all shared/central office positions and positions provided by *the Management Organization (CMO or EMO) in the organizational chart, if applicable.*

4. Describe the proposed organizational model; include the following information:

- a) Job descriptions for each leadership or shared/central office role identified in the organizational chart (provide as an **Attachment**___)
 - b) Resumes of all current leadership (provide as an **Attachment**___).
 - c) Previous student achievement data for the proposed instructional leaders at each proposed campus (if available) (provide as part of **Attachment**___)
5. Describe the leadership team’s individual and collective qualifications for implementing the multi-site school design and business and operating plan successfully, including capacity in areas such as:
 - (a) School leadership;
 - (b) School business operations and finance;
 - (c) Governance management and support to the Board;
 - (d) Curriculum, instruction, and assessment;
 - (e) At-risk students and students with special needs;
 - (f) Performance management; and
 - (g) Parent and community engagement.
 6. Explain who is responsible for school leader coaching and training and what those processes will look like in action. Please include any existing competencies used for school leader selection and evaluation, if available (provide as an **Attachment**___).
 7. Explain your school leader’s role in the successful recruitment, hiring, development and retention of a highly effective staff.
 8. Explain your campus instructional leader’s role in providing instructional guidance and school culture guidance. How will the leadership team work in support of the campus instructional leader’s guidance?
 9. What systems are in place in your leadership team structure to ensure redundancies in knowledge and skill?

LEADERSHIP FOR EXPANSION

- a) Describe the operator’s current or planned process for recruiting and training potential network leaders. Explain how you have developed or plan to establish a pipeline of potential leaders for the network as a whole. If known, identify candidates already in the pipeline for future positions.
- b) Identify the proposed regional director candidate, if applicable, and explain why this individual is qualified to lead the expansion of the organization (provide a resume as an **Attachment**___). Summarize the proposed leader’s academic and organizational leadership record. Provide specific evidence that demonstrates capacity to design, launch, and manage a high-performing charter school network.
- c) If a regional director candidate has not yet been identified, provide the job description (as an **Attachment**___) or qualifications and discuss the timeline, criteria, and recruiting and selection process for hiring the regional director. Note: It is strongly encouraged that schools proposing to open new campuses in the 2021-22 school year, identify the regional leader (*Regional Director, Executive Director, etc.*) in the proposal. The SPCSA reserves the right to require schools which do not have network leadership and support position candidates identified to defer opening new campuses until the 2022-2023 school year and to add additional criteria to the pre-opening requirements for such campuses.

STAFFING

- a) **Complete and submit a working copy of the RFA Staffing & Enrollment Worksheets Excel file.** indicating projected staffing needs for the proposed campuses over the next six years. Schools should also complete the second table outlining projected staffing needs for the entire network over the next six years. Include full-time staff and contract support that serve the network 50% or more. Change or add functions and titles and add or delete rows as needed to reflect organizational plans.

Sample Excerpt—Complete using Excel file

Year	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
------	---------	---------	---------	---------	---------	---------

Management Organization Positions						
<i>Complete this form using the Excel file</i>						
[Specify]						
[Specify]						
[Specify]						
[Specify]						
[Specify]						
[Specify]						
[Specify]						

HUMAN CAPITAL STRATEGY

Describe your strategy, plans, and timeline for recruiting and hiring teachers for a multi-site charter school. Explain key selection criteria and any special considerations relevant to your school design. *Note: schools with strong track records of academic success, as determined by the Department of Education, are eligible to waive teacher licensure requirements for all teachers except for special education and ELL professionals as long as they meet all other federal and state requirements. Maintaining such a waiver is contingent on the school continuing to achieve at the 3 Star level or higher (or equivalent) on the statewide system of accountability. Please refer to Section 46 of SB509 (2015 session) for additional information.*

- a) **Recruitment:** Identify whether recruitment will be managed at the campus or network level. Identify key partnerships and/or sources the operator will rely upon of teachers and leaders. Identify the process the operator will rely upon to identify and develop high-quality leaders and high-quality teachers.
- b) **Leadership Pipeline: Discuss the specific measures and timelines the organization will employ to identify and develop organizational and school leaders. For example, explain:**
 - 1) How the school plans to identify leadership internally and externally;
 - 2) Who will be responsible for hiring leaders;
 - 3) Formal and informal systems that will prepare leaders for their responsibilities;
 - 4) The school's philosophy regarding internal promotions;
 - 5) The timing for identifying leaders in relation to the launch of a new campus; and,
 - 6) Internal or external leadership training programs.
- c) **Professional Development:** Identify the school's plan to meet professional development needs. Include whether professional development will be managed at the school or network level and how new campuses will be added to existing professional development. Also identify the method the school will use to determine the effectiveness of professional development.
- d) **Performance Evaluations and Retention:** Identify the school's approach to staff performance evaluations. Identify how frequently the organization plans to: evaluate teachers, campus administrators, and network leaders and staff, who will evaluate whom, and how the organization plans to retain high-performing teachers and administrators?
- e) **Compensation:** Explain the board's compensation strategy and salary ranges for network and school level staff. Discuss how the compensation structure enables the organization to attract and retain high quality staff and describe any incentive structures such as bonuses or merit pay. Compare the proposed salary ranges to those in other organizations, charter schools and local districts, as applicable.

SCALE STRATEGY

- a) Describe the steps that you will take to scale your model to new sites, including the people involved and the resources contributed both by the founding campus and the new campuses.

- b) If the school is affiliated with a CMO or EMO that operates schools in other states, compare your efforts to scale operations to Nevada to past scale efforts in other states.
- c) Describe your plan for embedding the fundamental features of the model that you described in the transformational change section in each new campus that you plan to open.
- d) Explain any shared or centralized support services the management organization will provide to campuses in Nevada.
- e) Describe the structure, specific services to be provided, the cost of those services, how costs will be allocated among campuses, and specific service goals of the network. Please also include how the school will measure successful delivery of these services. In the case of a charter management organization proposing to contract with an education management organization, service goals should be outlined in the term sheet and draft contract provided later in **Attachment ____**. Note that Nevada law allows charter schools to contract for the management or operation of the school with either a for-profit or non-profit education management organization.
- f) Using the table below, summarize the division school- and organization-level decision-making responsibilities as they relate to key functions, including curriculum, professional development, culture, staffing, etc. This division of responsibilities will be evaluated both in the context of Nevada law and regulation and best organizational and authorizing practices nationally.

Function	Mgmt Org Decision-Making	Network Leader Decision-Making	Board Decision- Making	Campus Leader Decision-Making
Performance Goals				
Curriculum				
Professional Development				
Data Mgmt & Interim Assessments				
Promotion Criteria				
Culture				
Budgeting, Finance, and Accounting				
Student Recruitment				
School Staff Recruitment & Hiring				
HR Services (payroll, benefits, etc.)				
Development/ Fundraising				

Community Relations				
IT				
Facilities Mgmt				
Vendor Management / Procurement				
Student Support Services				
Other operational services, if applicable				

STUDENT RECRUITMENT AND ENROLLMENT

Like all public schools, public charter schools must be open to any such child, regardless of that child's race, gender, citizenship, or need for accommodations or special education services. Thus, recruitment and enrollment practices should demonstrate a commitment to providing all students equal opportunity to attend the school, and help schools avoid even the appearance of creating barriers to entry for eligible students.

- g. Explain the plan for student recruitment and marketing for the new campuses that will provide equal access to interested students and families, including how the school will comply with the requirements of SB208 (2015 session). Specifically, describe the plan for outreach to: families in poverty; academically low-achieving students; students with disabilities; and other youth at risk of academic failure. For schools which are giving one or more statutorily permissible admissions preferences pursuant to NRS 386.580 or SB390 (2015 session), please indicate if you plan to focus your student recruitment efforts in specific communities or selected attendance areas.
- h. Provide a detailed discussion of the school's track record in recruiting and retaining students that reflect the ethnic, socio-economic, linguistic, and special needs diversity of the current charter school and each campus to at least the level reflected by the attendance zones where the charter school will operate facilities before approving the proposal. Please provide the school's past enrollment and retention performance for all years since the inception of the school broken out by race, ethnicity, language other than English, disability and 504 status, and eligibility for free and reduced priced lunch both as a school and in comparison, to the school's current zoned schools.
- i. Detail how the school's programmatic, recruitment, and enrollment strategies are designed to recruit, enroll, and retain a student population that is representative of the zoned schools which prospective students would otherwise attend in the community. Schools which do not currently represent their communities based on the data identified above and are not serving an at-risk population are expected to add several of the following programmatic, recruitment, and enrollment strategies to merit approval: (1) participation in state-funded pre-K programs (including federal pre-K) for low-income students; (2) substituting online and social media marketing which advantages affluent and well-connected populations with a community-based, grassroots campaign which targets high need populations in the community, including aggressive door-to-door outreach and publishing marketing materials in each language which is spoken by more than 5 percent of families within each attendance zone; (3) an explicit commitment to serving a broad continuum of students with disabilities and the expansion of programs, including cluster programs or consortia, to meet the needs of a broad spectrum of student needs; (4) a weighted lottery² which provides additional opportunities for specific target populations to be admitted to the school in a manner consistent with state and federal law; and (5) other enrollment policies and strategies which

² See <http://www.publiccharters.org/wp-content/uploads/2015/09/CCSP-Weighted-Lottery-Policy-factsheet-updated-GS-8-27-2015-2.pdf> for one possible approach in this evolving area of charter school policy.

have had a demonstrated track record of success in dramatically increasing the diversity of student populations in a high achieving charter school to at least the poverty, disability, and ELL profile of the zoned school.

- j. What is the enrollment calendar for both the first year of operation and subsequent years of operation? Please specify the dates on which the school will begin accepting applications and how long the enrollment window will last prior to conducting a lottery.
- k. What enrollment targets will you set and who will be responsible for monitoring progress towards these targets? What is your target re-enrollment rate for each year? How did you come to this determination? What are the minimum, planned, and maximum projected enrollment at each grade level? Outline specific targets in the table below.
- l. What systems will you put in place to ensure that staff members are knowledgeable about all legal enrollment requirements pertaining to special populations and the servicing of particular populations of students and can answer parent inquiries in a manner consistent with the letter and spirit of state and federal law?
- m. Describe the student recruitment plan once your school has opened. In what ways will it be different than your pre-opening year, in terms of the strategies, activities, events, persons responsible and milestones? How will the school backfill vacancies in existing grades?
- n. Complete the following tables for the proposed school to open in 2019-20. Schools applying for multiple campuses must complete enrollment summary tables for each school campus opening in fall 2019 and fall 2020.

1) **Minimum Enrollment** (Must Correspond to Break Even Budget Scenario Assumptions discussed in budget narrative) *Complete using Excel file “RFA Staffing and Enrollment Worksheets.”*

Sample Excerpt

Grade Level	Number of Students					
	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
Pre-K						
K						
1						
2...						
10						
11						
12						
Total						

2) **Planned Enrollment** (Must Correspond to Budget Worksheet Assumptions) *Complete using Excel file “RFA Staffing and Enrollment Worksheets.”*

Sample Excerpt

Grade Level	Number of Students					
	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
Pre-K						
K...						
12						
Total						

3) **Maximum Enrollment** (Note: Enrolling more than 10 percent of the planned enrollment described in subsection b will necessitate a charter amendment) *Complete using Excel file “RFA Staffing and Enrollment Worksheets.”*

Sample Excerpt

Grade Level	Number of Students					
	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
Pre-K						
K						
12						
Total						

- a. Describe the rationale for the number of students and grade levels served in year one and the basis for the growth plan illustrated above. Note: particular weight will be given to rationales which prioritize academic achievement over financial returns.
- b. Schools proposing to open new elementary facilities with more than 400 students or more than 3 grade levels should identify and discuss the specific elements of the school model and organizational track record detailed throughout the request that demonstrate that the proposed expansion model is designed to compensate for the known organizational and academic challenges which accompany serving larger student bodies and multiple grade levels in a start-up environment.
- c. Schools proposing to add a new middle or high school facility with more than 200 newly enrolled students in sixth grade or above or more than 2 grades above fifth grade should identify and discuss the specific elements of the school model and organizational track record detailed throughout the request that demonstrate that the proposed expansion model is designed to compensate for the known organizational and academic challenges which accompany serving larger student bodies and multiple grade levels in a start-up environment.

BOARD GOVERNANCE

Complete this section only to the extent it is different from what is shown in the application for the school. Otherwise, indicate “No change from original application or most recent amendment. See attached.”

- o. Explain the governance philosophy that will guide the board, including the nature and extent of involvement of key stakeholder groups.
- p. Describe the governance structure of the expanded school when the board is fully composed, including the primary roles of the governing board and how it will interact with the principal/head of school and any advisory bodies. Explain how this governance structure and composition will help ensure that a) the school will be an educational and operational success; b) the board will evaluate the success of the school and school leader; and c) there will be active and effective representation of key stakeholders, including parents.
- q. Please submit board member information for current and proposed new board members in the provided Board Member Template (provide as part of **Attachment** ____). Please note that at least 75% of new board members for SY 2020-2021 must be identified at the time of the submission of the expansion request.
- r. Provide, as part of **Attachment** ____, a completed and signed Board Member Information Sheet for each proposed new Board member as well as the board member’s resume and a thoughtful biographical summary outlining the particular qualifications of each board member as relates to both service on a public charter school board and to the specific needs of this particular charter school.
- s. Describe the board’s ethical standards and procedures for identifying and addressing conflicts of interest. Will the board be making any changes to its Bylaws, Code of Ethics, and Conflict of Interest policy in light of the expansion or new statutory or regulatory requirements, including SB509?
- t. Identify any existing, proposed, or contemplated relationships that could pose actual or perceived conflicts if the expansion request is approved, including but not limited to any connections with landlords, developers, vendors, or others which will receive compensation or other consideration directly or indirectly from the school; discuss specific steps that the board will take to avoid any actual

conflicts and to mitigate perceived conflicts, including the new requirements of a Code of Ethics in SB509 and the nepotism regulations applicable to charter schools.

- u. Describe the board’s history since inception, including a discussion of turnover. How does the board proactively manage governance and succession? How does the board propose to significantly exceed the statutory minimum criteria for board qualifications in light of the complexity and risk associated with governing a large, multi-site charter school network? What elements, characteristics, and behaviors of specific, analogous high performing multi-site charter school networks, non-profit social enterprises, and for-profit organizations with similar levels of revenues or complexity has the governing body elected to emulate in its governance and in the operation of the school? Describe concrete and specific plans for increasing the capacity of the governing board. How will the board continue expand and develop over time?
- v. Describe the kinds of orientation or training new board members will receive and what kinds of ongoing development existing board members will receive. The plan for training and development should include a timetable, specific topics to be addressed, and requirements for participation.
- w. Describe the working relationship between the board and staff (academic, operations, and financial) and the working relationship between the board, staff, and any education management organization. Outline the regular reports that will be provided to the board, their frequency, and who will provide them. This may include financial, operational, and/or or academic reports.
- x. Describe any advisory bodies or councils to be formed, including the roles and duties of those bodies. Describe the planned composition; the strategy for achieving that composition; the role of parents, students, and teachers (if applicable); and the reporting structure as it relates to the school’s governing body and leadership.
- y. Explain the process that the school will follow should a parent or student have an objection to a governing board policy or decision, administrative procedure, or practice at the school.
- z. What goals will be established for the board and how will board members be held accountable? Outline the key expectations for board members in the table below. What actions would trigger removal from the board and under what process?

Goal	Purpose	Outcome Measure

INCUBATION YEAR DEVELOPMENT

- aa. Provide a detailed start-up plan as well as specific organizational goals for the planning year (SY 2020-2021) to ensure that the school is ready for a successful launch in fall 2021. Using the template provided, outline key activities, responsible parties, and milestones and submit as an **Attachment** ____.
- bb. Please describe the plans for leadership training and development of the selected school leader during the incubation year prior to school opening and how these plans support your year 0 goals. If partnering with an organization, please briefly describe the main components of the training program.
- cc. Explain who will work on a full-time or nearly full-time basis immediately following assignment of a location to lead development of the school(s) and the plan to compensate these individuals.

SCHOOL MANAGEMENT CONTRACTS

Indicate “Not Applicable” if the school does not intend to amend an existing management contract or enter into a new management contract with a for-profit or non-profit education management organization (EMO).

- dd. How and why was the EMO selected?
- ee. Explain whether the management organization will provide services to the charter school as a whole or will it be assigned to provide specific services at an individual campus or campuses or a particular program (e.g. a portfolio management governance model).
- ff. Describe the relationship between the school governing board and the service provider, specifying how the governing board will monitor and evaluate the performance of the service provider, the internal controls that will guide the relationship, and how the governing board will ensure fulfillment of performance expectations.
- gg. Disclose fully and provide an explanation of any existing or potential conflicts of interest between the school governing board and proposed service provider or any affiliated business entities, including, without limitation, any past or current employment, business or familial relationship between any officer, employee, or agent of the proposed service provider and any prospective employee of the charter school, a member of the committee to form a charter school or the board of directors of the charter management organization, as applicable.
- hh. Please provide the following in **Attachment** ____:
 - 1. A term sheet setting forth the proposed duration of the contract; roles and responsibilities of the governing board, the school staff, and the service provider; scope of services and resources to be provided by the EMO; performance evaluation measures and mechanisms; detailed explanation of all fees and compensation to be paid to the provider; financial controls and oversight; methods of contract oversight and enforcement by the governing board and/or school staff; investment disclosure; and conditions for renewal and termination of the contract;
 - 2. A draft of the proposed management contract which complies with NRS 386.562 and SB509 (2015 session) and all other applicable laws and regulations;
 - 3. As an exhibit to the proposed management contract, a crosswalk of the academic, financial, and organizational goals of the charter school set forth in the SPCSA Charter School Performance Framework, including the school’s mission-specific goals, and a clear identification of each of the performance goals and expectations for the education management organization related to each charter school goal. This will serve as the board’s primary evaluative tool for the education management organization.
 - 4. Documentation of the service provider’s for-profit or non-profit status and evidence that it is authorized to do business in Nevada.
 - 5. Provide a brief overview of the EMO/CMO's history.
 - 6. List any and all charter revocations or surrenders, bankruptcies, school closures, non-renewals, or shortened or conditional renewals for any of the schools managed by the organization and provide explanations. For all such schools, please provide contact information, including name, business mailing address, business telephone number—including extension or direct line, and business email address, for the current leader of the school’s authorizing office and a summary of the correspondence or discussions

between members of the governing body and this individual and other knowledgeable authorizer personnel contacted. Include a summary of all performance issues related to each revocation, surrender, bankruptcy, closure, non-renewal, or shortened or conditional renewal. Discuss the lessons learned by the governing body based on this ongoing due diligence and how this research has informed provisions that the governing body has required in the proposed management agreement.

7. Explain any performance deficits or compliance violations that have led to formal authorizer intervention with any school managed by the organization. Provide details as to how such deficiencies were resolved. For all such schools, please provide contact information, including name, business mailing address, business telephone number—including extension or direct line, and business email address, for the current leader of the school's authorizing office and all other authorizer personnel contacted. Include a summary of the correspondence or discussions between members of the governing body and this individual and other knowledgeable authorizer staff regarding all performance issues related to each non-renewal, shortened or conditional renewal, or renegotiation or reduction in services. Discuss the lessons learned by the governing body based on this ongoing due diligence and how this research has informed provisions that the governing body has required in the proposed management agreement.
8. List any and all management contract non-renewals, shortened or conditional renewals, or renegotiations or reductions in services provided for any of the schools managed by the organization and provide explanations. For all such schools which are still in operation, please provide contact information, including name, legal home or business mailing address, home or business telephone number, and personal or business email address, for the current board chair office and all other board members and school personnel contacted. Include a summary of the correspondence or discussions between members of the governing body and this individual and other knowledgeable staff or board members regarding all performance issues related to each non-renewal, shortened or conditional renewal, or renegotiation or reduction in services. Discuss the lessons learned by the governing body based on this ongoing due diligence and how this research has informed provisions that the governing body has required in the proposed management agreement.

SERVICES

9. Provide **Attachment** ____ describing how the school leadership team will support operational execution.
10. Provide narrative or evidence illustrating the staffing model, performance metrics, and the school's plan for supporting all operational needs of the school, including but not limited to those listed below.
11. In this space and in the finances section, demonstrate how you will fund the provision of the services below which you are requesting approval to implement.
 - i. Transportation: Describe your plans for providing student transportation. If the school will not provide transportation, please identify how the school will ensure that this does serve as a barrier to enrollment or ongoing attendance.
 - ii. Food Service: Outline your plans for providing food service at the school, including whether and how you will be your own school food authority or will contract with another provider. If the school will not provide food service, please identify how the school will ensure that this does serve as a barrier to enrollment or ongoing attendance.
 - iii. Facilities maintenance (including janitorial and landscape maintenance)
 - iv. Safety and security (include any plans for onsite security personnel)
 - v. Other services
12. Technology: Outline the technology infrastructure and support mechanisms across your school, staff, and teachers. Your outline should include but not be limited to reliable and secure wide area networking, local area networking (e.g., wireless and cables), hardware (e.g., personal computing devices, servers, telephony, storage, routers, switches), technology policies and procedures, device management, and end user support, including the management of user rights and privileges.
13. Student Information Management: Timely communication of accurate student information is critical for payments to schools, compliance, and performance monitoring. Please describe how you will manage student information using the statewide Infinite Campus system, and how you will build capacity around the

use of the software in order to independently maintain the system. Detail the staff members who will enter data along with the project manager who will commit to trainings and regularly monitor student information for accuracy.

14. Data Security: SPCSA charter schools record, generate and consume data that falls under strict requirements for security, privacy, and retention (including FERPA and recent legislation related to the protection of personally identifiable information (PII)). Describe the systems and procedures you will implement in order to ensure you are compliant with these obligations.
15. Provide, as an Attachment____, a detailed operational execution plan which discusses the planning and provision of these and other essential operational services in greater detail.

ONGOING OPERATIONS

16. SPCSA schools coordinate emergency management with local authorities. Explain your process to create and maintain the school's Emergency Management Plan required by the State of Nevada. Include the types of security personnel, technology, equipment, and policies that the school will employ. Who will be primarily responsible for this plan? Does the school anticipate contracting with the local school district for school police services? How will the school communicate with and coordinate with lead law enforcement agencies and other public safety agencies?
17. Discuss the types of insurance coverage the school will secure as a result of the expanded scope of operation and the attendant risks, including a description of the levels of coverage. Types of insurance should include workers' compensation, liability insurance for staff and students, indemnity, directors and officers, automobile, and any others required by Nevada law or regulation. As the minimum coverage required by Nevada law and regulation is intended as a baseline requirement for schools which operate at a significantly smaller scale, schools requesting an amendment are expected to research the levels of and types of insurance coverage typically required of and obtained by multi-site charter school networks in other states, including but not limited to Arizona, California, Colorado, the District of Columbia, Massachusetts, and New York, and crosswalk those levels of coverage with those the school intends to obtain to ensure that the governing body and network leadership is fully cognizant of the complexity of risk management in a multi-site context.

Section II: SPECIFIC RFA SECTIONS

RFA: Academic Amendments

1. RFA: Add Distance Education

- a. Executive Summary
 - i. An overview of the mission and vision for the expanded school or network, noting any revisions to the approved mission and vision for the school relating to the addition of a distance education program.
 - ii. A list of the current school campuses
 - iii. Proposed model and target communities by zip code
 - iv. The outcomes you expect to achieve across the network of campuses with the addition of the distance education program.
 - v. The key components of your educational model and how the distance education program aligns with the educational model.
 - vi. Key supporters, partners, or resources that will contribute to the distance education program
- b. Targeted Plan
 - i. Identify the community you wish to serve as a result of the distance education program and describe your interest in serving this specific community.
 - ii. Explain how your distance education model, and the commitment to serve the population, including the grade levels you have chosen, would meet the district and community needs and align with the mission of the SPCSA.
- c. Distance Education Requirements
 - i. Describe the system of course credits that the school will use.
 - ii. Describe how the school will monitor and verify the participation in and completion of courses by pupils.
 - iii. Describe how the school will ensure students participate in assessments and submit coursework.
 - iv. Describe how the school will conduct parent-teacher conferences.
 - v. Describe how the school will administer all tests, examinations or assessments required by state or federal law or integral to the performance goals of the charter school in a proctored setting.
- d. Special Education
 - i. For Distance Education Schools: Describe how the school will provide appropriate services in the distance education learning environment to students with disabilities across a broad continuum.
 - ii. What systems will you put in place to ensure that staff members are knowledgeable about all legal distance education requirements pertaining to special populations and the servicing of particular populations of students and can answer parent inquiries in a manner consistent with the letter and spirit of state and federal law?
- e. Scale Strategy
 - i. Describe the steps that you will take to scale your model to new sections, including the people involved and the resources contributed both by the founding campus and the new distance education program.
 - ii. If the school is affiliated with a CMO or EMO that operates distance education in other states, compare your efforts to scale distance education operations to Nevada to past scale distance education efforts in other states.
- f. Student Recruitment and Enrollment
 - i. Explain the plan for student recruitment and marketing for the new distance education program that will provide equal access to interested students and families, including how the school will comply with the requirements of SB208 (2015 session). Specifically, describe the plan for outreach to: families in poverty; academically low-achieving students; students with disabilities; and other youth at risk of academic failure.

- ii. What is the enrollment calendar for both the first year of operation and subsequent years of operation? Please specify the dates on which the school will begin accepting distance education applications and how long the window will last prior to conducting a lottery.
- iii. What distance education enrollment targets will you set and who will be responsible for monitoring progress towards these targets? What is your target re-enrollment rate for each year? How did you come to this determination?

g. Services

- i. Provide a description of how the school leadership team will support the distance education operational execution. Please provide narrative or evidence that illustrates the staffing model, performance metrics, and the school's plan for supporting all operational needs of the school, including but not limited to those listed below. In this space and in the finances section, demonstrate how you will fund the provision of these services.
- ii. Technology: Outline the technology infrastructure and support mechanisms across your school, staff, and teachers—including new investments necessary to support this distance education expansion. Your outline should include but not be limited to reliable and secure wide area networking, local area networking (e.g., wireless and cables), hardware (e.g., personal computing devices, servers, telephony, storage, routers, switches), technology policies and procedures, device management, and end user support, including the management of user rights and privileges.

h. Financial

Describe the costs associated with the inclusion of the Distance Education program including technology infrastructure and support mechanisms across your school, staff, and teachers—including new investments necessary to support this distance education expansion. Your outline should include but not be limited to reliable and secure wide area networking, local area networking (e.g., wireless and cables), hardware (e.g., personal computing devices, servers, telephony, storage, routers, switches), technology policies and procedures, device management, and end user support, including the management of user rights and privileges.

2. RFA: Add Dual-Credit Program

Charter schools which would like to provide a program where a student may earn college credit for courses taken in high school must request this amendment by responding to the general sections of this RFA and the following specific program questions.

- a. Describe the proposed duration of the relationship between the charter school and the college or university and the conditions for renewal and termination of the relationship.
- b. Identify roles and responsibilities of the governing body of the charter school, the employees of the charter school and the college or university.
- c. Discuss the scope of the services and resources that will be provided by the college or university.
- d. Explain the manner and amount that the college or university will be compensated for providing such services and resources, including, without limitation, any tuition and fees that pupils at the charter school will pay to the college or university.
- e. Describe the manner in which the college or university will ensure that the charter school can effectively monitors pupil enrollment and attendance and the acquisition of college credits.
- f. Identify any employees of the college or university who will serve on the governing body of the charter school.

Provide as an **Attachment** ____, a draft memorandum of understanding between the charter school and the college or university through which the credits will be earned and a term sheet confirming the commitment of both entities to the specific terms outlined in this charter application. If the school is not planning to provide a dual-credit program, please upload an attestation explaining that this request is inapplicable.

3. RFA: Change Mission and/or Vision

For an RFA to accomplish this objective:

- a. Complete and submit your RFA with the General application sections above completed.

- b. The notice of intent and the RFA must include an explanation of the reasons that the charter school is seeking to make this specific requested change.
- c. Indicate “N/A” for any below requested response that is not applicable to your request.

4. RFA: Eliminate a grade level or other educational services

For an RFA to accomplish this objective, pursuant to NAC 388A.325:

- a) Complete and submit your RFA with the General Requirements sections above completed.
- b) The notice of intent and the RFA must include an explanation of the reasons that the charter school is seeking to make this specific requested change.

5. RFA: EMOs/CMOs: Entering, amending, renewing, terminating charter contract with EMO/CMO

a) School Management Contracts

1. RFAs for “entering into, amending, renewing or terminating a contract with an educational management organization” are processed pursuant to NAC 388A.575
2. Contracts with EMOs are regulated in part pursuant to NAC 388A.580.
3. Limitations on the provision of teachers and other personnel by EMOs is regulated pursuant to NAC 388A.585.
4. Please provide the EMO’s Tax Identification Number (EIN), Organizational Location Address, and Organizational Mailing Address.
5. How and why was the EMO selected?
6. If this amendment would result in the approval of an EMO other than that approved in the initial charter application, please explain in detail the rationale for the change.
7. Explain whether the management organization will provide services to the charter school as a whole or will it be assigned to provide specific services at an individual campus or campuses or a particular program (e.g. a portfolio management governance model).
8. Describe the relationship between the school governing board and the service provider, specifying how the governing board will monitor and evaluate the performance of the service provider, the internal controls (including any compensatory controls) that will guide the relationship, and how the governing board will ensure fulfillment of performance expectations.
9. Disclose fully and provide an explanation of any existing or potential conflicts of interest between the school governing board and proposed service provider or any affiliated business entities, including, without limitation, any past or current employment, business or familial relationship between any officer, employee, or agent of the proposed service provider and any other current or prospective vendor or contractor (including the landlord), prospective employee of the charter school, a member of the committee to form a charter school or the board of directors of the charter management organization, as applicable.
10. Provide a brief overview of the organization's history.
11. List any and all charter revocations or surrenders, bankruptcies, school closures, non-renewals, or shortened or conditional renewals for any of the schools managed by the organization and provide explanations. For all such schools, please provide contact information, including name, business mailing address, business telephone number—including extension or direct line, and business email address, for the current leader of the school’s authorizing office and a summary of the correspondence or discussions between members of the governing body and this individual and other knowledgeable authorizer personnel contacted. Include a summary of all performance issues related to each revocation, surrender, bankruptcy, closure, non-renewal, or shorted or conditional renewal. Discuss the lessons learned by the governing body based on this ongoing due diligence and how this research has informed provisions that the governing body has required in the proposed management agreement.
12. Explain any performance deficits or compliance violations that have led to formal authorizer intervention with any school managed by the organization. Provide details as to how such deficiencies were resolved. For all such schools, please provide contact information, including name, business mailing address, business telephone number—including extension or direct line, and business email address, for the current leader of the school’s authorizing office and all other authorizer personnel contacted. Include a summary

of the correspondence or discussions between members of the governing body and this individual and other knowledgeable authorizer staff regarding all performance issues related to each non-renewal, shortened or conditional renewal, or renegotiation or reduction in services. Discuss the lessons learned by the governing body based on this ongoing due diligence and how this research has informed provisions that the governing body has required in the proposed management agreement.

13. List any and all management contract non-renewals, shortened or conditional renewals, or renegotiations or reductions in services provided for any of the schools managed by the organization and provide explanations. For all such schools which are still in operation, please provide contact information, including name, legal home or business mailing address, home or business telephone number, and personal or business email address, for the current board chair office and all other board members and school personnel contacted. Include a summary of the correspondence or discussions between members of the governing body and this individual and other knowledgeable staff or board members regarding all performance issues related to each non-renewal, shortened or conditional renewal, or renegotiation or reduction in services. Discuss the lessons learned by the governing body based on this ongoing due diligence and how this research has informed provisions that the governing body has required in the proposed management agreement.

b) Financial Plan

1. Describe the systems and processes by which the school will manage accounting, purchasing, payroll, and audits. Specify any administrative services expected to be contracted for the school and describe the criteria and procedures for the selection of contractors and the mechanism by which the board will monitor and hold the contractor responsible for providing such services.
2. Present a budget narrative including a detailed description of assumptions and revenue estimates, including but not limited to the basis for revenue projections, staffing levels, and costs. The narrative should specifically address the degree to which the school budget will rely on variable income (e.g., grants, donations, fundraising, etc.).
3. Provide a six-year development plan that addresses the annual and cumulative fundraising need at the network and school levels including a description of the staff devoted to development. The plan should include a history of the school's fundraising outcomes and identify funds that have already been committed toward fundraising goals. The plan should also identify the role of the members of the board, particularly as relates to give/get requirements, and should demonstrate alignment with the expectations for board members discussed elsewhere in the amendment request. If funds are raised at a partner organization level, describe the methodology to be used in allocating funds to the school and the proposed campuses. If the school has not raised any funds to support its programming to date and the budget does not include any fundraising activity, please explain that this question is not applicable to your school.
4. Describe the campus', school's, and any management organization's distinct responsibilities in the financial management and oversight of the proposed campuses, including, but not limited to, their respective roles in overseeing or implementing internal controls and in making financial management decisions including budget development. Detail the process and frequency by which key financial information is communicated to and reviewed by the various organizations and different levels of leadership and governance.
5. Submit a completed financial plan for the proposed school as an **Attachment**____ (the format of this is left to the applicant's discretion but must be clear and sufficiently detailed to permit Authority staff, external reviewers, and the general public to review of all elements of the school's business plan and gauge alignment and consistency with the academic program, operating plan, and budget narrative).
6. Submit, as an **Attachment**____, a detailed budget for the operator at the network level (the format of this is left to the applicant's discretion but must be clear and sufficiently detailed to permit Authority staff, external reviewers, and the general public to review of all elements of the school's business plan and gauge alignment and consistency with the academic program, operating plan, and budget narrative).
7. Provide, as an **Attachment**____, historical financial documents for any affiliated CMO from another state or any EMO providing services to the school, including audited financials for each school operated by the affiliate as well as any other campus by campus financial evaluations conducted by charter school

authorizers. At least three years of school financial audits are required for any school operating for three years or longer. Such financials must be provided as converted PDF documents to ensure accessibility.

8. Complete the audit data worksheet in **Attachment** _____. In the info tab, please identify any schools or campuses listed under the student achievement tab for which, pursuant that relevant state's charter law, financial data is consolidated for reporting and auditing purposes in the independent audits provided in **Attachment** _____.

Attachments Necessary for EMO Amendment

- 1) A letter of transmittal signed by the Board chair formally requesting the amendment and identifying each of the elements to be submitted in support of the request.
- 2) Agenda for Board Meeting Where Board Voted to Request an Amendment to Contract with an Educational Management Organization, Renew a Contract with an Educational Management Organization, Terminate a Contract or Discontinue Negotiations with an Educational Management Organization, and/or Amend a Contract with an Educational Management Organization.
- 3) Draft or Approved Minutes for Board Meeting Where Board Voted to Request an Amendment to Contract Educational Management Organization, Renew a Contract with an Educational Management Organization, Terminate a Contract or Discontinue Negotiations with an Educational Management Organization, and/or Amend a Contract with an Educational Management Organization.
- 4) Final Term Sheet
- 5) Final, negotiated and executed contract between charter school and educational management organization which complies with NRS 388A, NAC 388A and all other applicable laws and regulations.
- 6) A term sheet signed by the Chief Executive Officer of the Service Provider setting forth the proposed duration of the contract; roles and responsibilities of the governing board, the school staff, and the service provider; scope of services and resources to be provided by the EMO; performance evaluation measures and mechanisms; detailed explanation of all fees and compensation to be paid to the provider; financial controls and oversight; methods of contract oversight and enforcement by the governing board and/or school staff; investment disclosure; and conditions for renewal and termination of the contract;
- 7) Crosswalk of academic, organizational, and financial framework deliverables under the charter contract which will be delegated to or supported in whole or in part by the Educational Management Organization.
- 8) Documentation of Service Provider's non-profit or for-profit status
- 9) Documentation of Service Provider's authorization to do business in Nevada (e.g. current business license)
- 10) Budget Narrative
- 11) School Budget
- 12) Network Budget
- 13) Historical Audits
- 14) Audit Data Worksheet
 - (a) Academic Performance Worksheet
 - (b) Good Cause Exemption Letter
 - (c) A final crosswalk of the academic, financial, and organizational goals of the charter school set forth in the SPCSA Charter School Performance Framework, including the school's mission-specific goals, and a clear identification of each of the performance goals and expectations for the education management organization related to each charter school goal. This will serve as the board's primary evaluative tool for the education management organization.

6. RFA: Enrollment: Expand Enrollment In Existing Grade Level(s) And Facilities

The purpose of this Expansion Amendment Request is to assess the potential of existing charter school boards to produce high-quality student outcomes and function as highly effective, accountable, and transparent providers of

public education as they add new students and demonstrate the capability and maturity to achieve at consistently high levels in all domains while continuing to scale their impact in their communities and in other communities across the state.

- a. Please detail how this proposed expansion aligns to the current [SPCSA Academic and Demographic Needs Assessment](#).
- b. Please provide academic performance data broken down by subgroups. What is the school's assessment of its current work in preventing performance gaps? If gaps exist, how is the school working to ensure that these gaps are reduced? How will the school work to prevent gaps with expanded enrollment?
- c. Please provide an overview of discipline data, broken down by subgroup. What is the school's assessment of its current work in preventing disproportionate discipline practices? How will the school work to prevent disproportionate discipline practices with expanded enrollment? Please be sure to speak to the restorative justice practices implemented at the school.

What is your current enrollment for the prior years in your current contract?

Year						
Enrollment						

What is your projected enrollment for the years for which you are requesting an expansion?

Year						
Enrollment						

7. RFA: Enrollment: Expand Enrollment in New Grade Level(s)

For an RFA to accomplish this objective:

- a) Complete and submit your RFA with the General application sections above completed.
- b) The notice of intent and the RFA must include an explanation of the reasons that the charter school is seeking to make this specific requested change.

The purpose of this Expansion Amendment Request is to assess the potential of existing charter school boards to produce high-quality student outcomes and function as highly effective, accountable, and transparent providers of public education as they add new students and demonstrate the capability and maturity to achieve at consistently high levels in all domains while continuing to scale their impact in their communities and in other communities across the state.

The expansion request is evaluated based on the strength of the plan in each of those domains, while applicants are evaluated based on their capacity to execute the program they've proposed both based on the coherence, thoroughness, and thoughtfulness of each element of the application and on the data gathered during both the (discretionary) capacity interview process and background research and due diligence on both proposed members of the expanded governing board and proposed staff members. Successful requests will share many of the same characteristics.

This amendment request form pre-supposes that the school plans to utilize the existing facility.

If the current facility requires no construction or renovation to accommodate the addition of these new grades, then provide a brief narrative at each attachment attesting to that fact. Each attestation must be signed by the chair of the governing body and the school leader, must be notarized, and must be remediated to be accessible pursuant to Section 508 of the Rehabilitation Act.

If the existing campus or campus(es) requires any construction or renovation after the date of submission of this request and prior to the commencement of instruction, then answer the applicable specific facility related section questions.

- a. Please detail how this proposed expansion aligns to the current [SPCSA Academic and Demographic Needs Assessment](#).
- b. Please provide academic performance data broken down by subgroups. What is the school's assessment of its current work in preventing performance gaps? If gaps exist, how is the school working to ensure that these gaps are reduced? How will the school work to prevent gaps with expanded enrollment?
- c. Please provide an overview of discipline data, broken down by subgroup. What is the school's assessment of its current work in preventing disproportionate discipline practices? How will the school work to prevent disproportionate discipline practices with expanded enrollment? Please be sure to speak to the restorative justice practices implemented at the school.

Facility RFAs

1. RFA: Acquire or construct a facility that will not affect approved enrollment (NAC 388A.320)

- a. Complete the general sections above and the general and specific facility sections below
- b. If there is no change to any part of the below specific section or specific sub-sections from your current contract...state "No change to section" in a row inserted below the heading of the applicable section.
- c. The notice of intent and the RFA must include an explanation of the reasons that the charter school is seeking to make this specific requested change.
- d. Provide a narrative explaining the proposed use of any savings generated through lower facilities occupancy costs.

2. RFA: Occupy New or Additional Sites (NAC 388A.315)

- a. Complete the general sections above and the general and specific facility sections below
- b. If there is no change to any part of the below specific section or specific sub-sections from your current contract...state "No change to section" in a row inserted below the heading of the applicable section.
- c. The notice of intent and the RFA must include an explanation of the reasons that the charter school is seeking to make this specific requested change.

3. RFA: Occupy a Temporary Facility

- a. Complete the general sections above and the general and specific facility sections below
- b. If there is no change to any part of the below specific section or specific sub-sections from your current contract...state "No change to section" in a row inserted below the heading of the applicable section.
- c. The notice of intent and the RFA must include an explanation of the reasons that the charter school is seeking to make this specific requested change.

4. RFA: Relocate or Consolidate Campuses

- a. Complete the general sections above and the general and specific facility sections below
- b. If there is no change to any part of the below specific section or specific sub-sections from your current contract...state "No change to section" in a row inserted below the heading of the applicable section.
- c. The notice of intent and the RFA must include an explanation of the reasons that the charter school is seeking to make this specific requested change.

General Facility RFA requirements

1. Describe the school's capacity and experience in facilities acquisition and development, including managing build-out and/or renovations, as applicable. Provide a description and analysis of any construction or development delays which have impacted a school or campus calendar and schedule in the past and a discussion of any organizational or operational adjustments that have been made to prevent recurrence in the future.

Although this will be Signature Preparatory's (the "School") first facility purchase, several members of the School's board as well as the School's executive director oversaw the renovation and construction of the School prior to opening. The current facility was developed for the School by its current landlord pursuant to a Build-to Suite Lease with Option to Purchase. The School intends to exercise its option to purchase the facilities pursuant to the terms in the lease.

A tax-exempt bond issuance will fund 100% of the facility acquisition price and the costs of issuance, among other things. The School will work with competent professionals, highly experienced in the bond financing industry on this transaction.

Signature Preparatory's board has experience in real estate. Board member Bryan Dittebrandt is a former realtor, and board chair Michael Olsen has extensive experience in construction defect litigation, real estate litigation, and contract litigation. The School will work closely with real estate counsel to assist in the acquisition of its facility.

This project does not include a construction component and therefore the School does not anticipate this project will affect school operations or the School calendar.

2. Identify the entity responsible for acquiring and maintaining school facilities and describe that entity's relationship to both the school and any management organization. If costs related to the facility will be borne by the proposed school's education management organization or a related party such as a foundation, it should identify the level of capital support the organization (or related party) is willing to provide to the school.

Signature Preparatory, Inc., a non-profit Nevada corporation in good standing, entered into a triple net lease with the developer of its facilities, which required the School to maintain the facilities. Upon and after the School's acquisition of its facility, the School will continue to be responsible for maintaining the facility.

The School has a contract for educational services with its current EMO Charter One, LLC. Charter One will not be responsible for any of the costs related to the School's acquisition of its facilities. A tax-exempt bond issuance will fund 100% of the facility acquisition price and the costs of issuance, among other things.

3. If a proposed facility **has been** identified and **requires no construction or renovation** prior to the commencement of instruction, please provide:

- a) The physical address of the facility and supporting documentation verifying the location, including the Assessor's Parcel Number and a copy of the Assessor's Parcel Map for the proposed facility.

Please see **Attachment 4 – Proof of Facility Location**.

- b) A copy of the current deed on the property (if the school owns the facility) or a copy of the proposed lease or rental agreement noting any additional square footage to be leased.

Please see **Attachment 5 - Lease**.

- c) A copy of the proposed purchase and sale agreement or a copy of the proposed lease or rental agreement.

Please see **Attachment 5 - Lease**.

- d) A copy of the floor plan of the facility, including a notation of the size of the facility which is set forth in square feet AND an assurance the school will submit final documentation in compliance with NAC 386.3265.

Please see **Attachment 6 – Floor Plans**.

- e) The name, address, and full contact information of the current owner of the facility and any proposed landlord and a disclosure of any relationship between the current owner or landlord and the school, including but not limited to any relative of a board member or employee within the third degree of consanguinity or affinity and any connection with an educational management organization, foundation, or other entity which does business with or is otherwise affiliated with the school as an **Attachment 7**.

Please see **Attachment 7 – Facility Owner**.

- f) A copy of the Certificate of Occupancy at **Attachment 8**.

Please see **Attachment 8 – Certificate of Occupancy**.

- g) Documentation demonstrating that the proposed facility meets all applicable building codes, codes for the prevention of fire, and codes pertaining to safety, health and sanitation as an **Attachment 9**.

Please see **Attachment 9 – Facility Code Compliance**.

- h) Documentation demonstrating the governing Body has communicated with the Division of Industrial Relations of the Department of Business and Industry regarding compliance with the federal Occupational Safety and Health Act (OSHA) in compliance with NAC 386.3265 as an **Attachment ____**.

Available upon request.

- 4. If a proposed facility has **not** been identified or the proposed facility **requires any construction or renovation** prior to the commencement of instruction, please provide:

Not applicable.

- a) Either a discussion of the desired community of location and the rationale for selecting that community **AND** an assurance that the school will submit the documentation required in 1(a) for review and approval prior to acquisition of any facility in compliance with NAC 386.3265 as an **Attachment ____** OR the physical address of the proposed facility which requires construction or renovation and supporting documentation verifying the location, including the Assessor's Parcel Number and a copy of the Assessor's Parcel Map for the proposed facility as an **Attachment ____**.
- b) Either a narrative explaining the rationale for the budgeted cost of acquisition of an owned or leased facility **AND** an assurance that the school will submit such documentation for review and approval prior to acquisition of any facility in compliance with NAC 386.3265 as an **Attachment ____** OR, if a facility has been identified which requires construction or renovation, a copy of the proposed purchase and sale agreement or a copy of the proposed lease or rental agreement as an **Attachment ____**.
- c) Either a discussion of the general specifications to be utilized during the facility search, including approximate square footage **AND** an assurance that the school will submit such documentation for review and approval prior to acquisition of any facility in compliance with NAC 386.3265 as an **Attachment ____** OR, if a facility location has been identified but requires construction or renovation, a copy of the proposed floor plan of the facility, including a notation of the size of the facility which is set forth in square feet **AND** an assurance that the school will submit final documentation in compliance with NAC 386.3265 as an **Attachment ____**.
- d) Either a description of the process and resources the school will use to identify a facility **AND** an assurance that the school will submit such information for review and approval prior to acquisition of any facility in compliance with NAC 386.3265 as an **Attachment ____** OR, If a facility has been identified but requires construction or renovation, the name, address, and full contact information of the current owner of the facility and any proposed landlord and a disclosure of any relationship between the current owner or landlord and the school, including but not limited to any relative of a board member or employee within the third degree of consanguinity or affinity and any connection with an educational management organization, foundation, or

- other entity which does business with or is otherwise affiliated with the school as an **Attachment**_____.
- e) A detailed construction project plan and timeline, including a Gannt chart, identifying all facility development activities necessary to obtain a full certificate of occupancy prior to the first day of school AND documentation of the inspection and approval processes and timelines for the state, municipal, or county agencies which will issue the Certificate of Occupancy, including a discussion of whether such agencies issue temporary or conditional approvals and a copy of the standard form documentation that the sponsor can consult in such circumstances to confirm compliance with NAC 386.3265 as an **Attachment**_____.
 - f) A detailed construction project plan and timeline, including a Gannt chart, identifying all facility development activities necessary to obtain all such code approvals prior to the first day of school AND documentation of the inspection and approval processes and timelines for the state, municipal, or county agencies which will conduct all code inspections, including a discussion of whether such agencies issue temporary or conditional approvals and a copy of the standard form documentation that the sponsor can consult in such circumstances to confirm compliance with NAC 386.3265 as an **Attachment**_____.
 - g) Documentation demonstrating the governing Body has communicated with the Division of Industrial Relations of the Department of Business and Industry regarding compliance with the federal Occupational Safety and Health Act (OSHA) in compliance with NAC 386.3265 as an **Attachment**_____.
5. For schools which are seeking to occupy multiple facilities over several years, please list the number of facilities you project operating in each of the next six years and identify all potential target jurisdictions at the county and municipal levels, including any unincorporated areas.

Not applicable. At this time, Signature Preparatory is not seeking to occupy multiple facilities over several years.

- a) Describe the strategy and process for identifying and securing multiple facilities, including any brokers or consultants you are employing to navigate the real estate market, plans for renovations, timelines, bond or third-party financing, etc.
 - b) Charter school facilities must comply with health and safety requirements and all other mandates prescribed in statute and regulation. In addition, charter schools must be prepared to follow applicable county and municipal review procedures which vary significantly between jurisdictions. Schools are expected demonstrate that they have thoroughly researched the different local requirements and adjust their permitting, construction, and inspection timelines accordingly. Discuss the research and planning that has occurred to date for each of the targeted jurisdictions, including both municipalities and unincorporated areas. Provide documentation of the current inspection and approval processes and timelines for the state, municipal, or county agencies within your proposed jurisdictions which will issue each Certificate of Occupancy, including a discussion of whether such agencies issue temporary or conditional approvals and a copy of the standard form documentation that the sponsor can consult in such circumstances to confirm compliance with NAC 386.3265 as part of an **Attachment**_____. Provide documentation of building, fire, safety, health and sanitation code compliance inspection and approval processes and timelines for the state, municipal, or county agencies which will conduct all such code inspections within your proposed jurisdictions, including a discussion of whether such agencies issue temporary or conditional approvals and a copy of the standard form documentation that the sponsor can consult in such circumstances to confirm compliance with NAC 386.3265 as part of **Attachment**_____.
6. Please include the organization's plans to finance these facilities, including:
- a) Indicate whether the school intends to finance these facilities through the Department of Business and Industry (B&I) or another bond conduit. If the school is not using the B&I conduit, please identify the proposed issuer of the bonds. Please provide a rationale for the selection of this issuer, and a comparative analysis with any other issuers considered by the school.

Signature Preparatory (the ‘School’) does not intend to finance its facility acquisition through B&I. The School has not selected an issuer at this time, but they are considering the Arizona Industrial Developmental Authority or another Arizona issuer, or the Public Finance Authority of Wisconsin. AZIDA and PFA have successfully acted as issuer for several other Nevada charter schools seeking similar tax-exempt financings.

b) Total project cost for each facility

Approximately \$22,900,000

c) Financing and financing assumptions

The financing assumptions are a 35 year bond interest rate between 5% and 6%. Please see **Attachment 13 – Expense Comparison.**

d) Total facility costs that the financial model can handle – debt service + lease + maintenance + utilities + etc. for each facility and for the network as a whole.

Please see **Attachment 13 – Expense Comparison.**

Facility RFA Attachments required

1. A letter of transmittal signed by the Board chair formally requesting the amendment and identifying each of the elements to be submitted in support of the request.

Please see **Attachment 1 – Letter of Transmittal/Good Cause Exemption.**

2. Agenda for Board Meeting Where Board Voted to Request an Amendment to Add Additional Grades, Expand Enrollment, or Occupy a New or Additional Facility

Please see **Attachment 2 – Board Agenda.**

3. Draft or Approved Minutes for Board Meeting Where Board Voted to Request an Amendment to Add Additional Grades, Expand Enrollment, or Occupy a New or Additional Facility

Please see **Attachment 3 – Draft Board Minutes.**

4. If a facility has been identified, the physical address of the facility and supporting documentation verifying the location, including the Assessor’s Parcel Number and a copy of the Assessor’s Parcel Map for the proposed facility OR, if a facility has not been identified, a discussion of the desired community of location and the rationale for selecting that community AND an assurance that the school will submit such documentation for review and approval prior to acquisition of any facility in compliance with NAC 386.3265

Please see **Attachment 4 – Proof of Facility Location.**

5. If a facility has been identified, a copy of the proposed purchase and sale agreement or a copy of the proposed lease or rental agreement OR a narrative explaining the rationale for the budgeted cost of acquisition of an owned or leased facility AND an assurance that the school will submit such documentation for review and approval prior to acquisition of any facility in compliance with NAC 386.3265

Please see **Attachment 5 - Lease**.

6. If a facility has been identified, a copy of the floor plan of the facility, including a notation of the size of the facility which is set forth in square feet OR, if a facility has not been identified, a discussion of the general specifications to be utilized during the facility search, including approximate square footage AND an assurance that the school will submit such documentation for review and approval prior to acquisition of any facility in compliance with NAC 386.3265

Please see **Attachment 6 – Floor Plans**.

7. If a facility has been identified, the name, address, and full contact information of the current owner of the facility and any proposed landlord and a disclosure of any relationship between the current owner or landlord and the school, including but not limited to any relative of a board member or employee within the third degree of consanguinity or affinity and any connection with an educational management organization, foundation, or other entity which does business with or is otherwise affiliated with the school OR a description of the process and resources the school will use to identify a facility AND an assurance that the school will submit such information for review and approval prior to acquisition of any facility in compliance with NAC 386.3265

Please see **Attachment 7 – Facility Owner**.

8. Full Certificate of Occupancy OR a detailed construction project plan and timeline, including a Gannt chart, identifying all facility development activities necessary to obtain a full certificate of occupancy prior to the first day of school AND documentation of the inspection and approval processes and timelines for the state, municipal, or county agencies which will issue the Certificate of Occupancy, including a discussion of whether such agencies issue temporary or conditional approvals and a copy of the standard form documentation that the sponsor can consult in such circumstances to confirm compliance with NAC 386.3265

Please see **Attachment 8 – Certificate of Occupancy**.

9. Documentation demonstrating that the proposed facility meets all applicable building codes, codes for the prevention of fire, and codes pertaining to safety, health and sanitation OR a detailed construction project plan and timeline, including a Gannt chart, identifying all facility development activities necessary to obtain all such code approvals prior to the first day of school AND documentation of the inspection and approval processes and timelines for the state, municipal, or county agencies which will conduct all code inspections, including a discussion of whether such agencies issue temporary or conditional approvals and a copy of the standard form documentation that the sponsor can consult in such circumstances to confirm compliance with NAC 386.3265.

Please see **Attachment 9 – Facility Code Compliance**.

10. Documentation demonstrating the governing Body has communicated with the Division of Industrial Relations of the Department of Business and Industry regarding compliance with the federal Occupational Safety and Health Act (OSHA) in compliance with NAC 386.3265

Available upon request.

5. RFA: Transportation

1. See (NAC 388A.330(4))

2. Describe the school's plan for transportation. Be sure to include:
 - The number of students to receive transportation, including their grades
 - The hours transportation is to be provided
 - The physical location(s) proposed as pick-up and drop-off locations
 - The entity/vendor providing transportation
3. Provide a statement of assurance confirming that Somerset has met all vehicle regulations for the state.
4. Describe how the school and/or transportation vendor will comply with NRS 386.815 regarding operating a school bus for extended periods of time (as necessary).
5. Describe how the school and/or transportation vendor will comply with NRS 386.820, specifically:
 - The proposed schedule for practicing student evacuation
 - A description of the bus safety program
6. Confirm that the driver(s) of the school bus will meet the minimum qualifications as described in NRS 386.825. Furthermore, please describe how the school will maintain all required employer documentation per NDE regulatory guidance for school bus operations.
7. Confirm that the school meets the safety standards and requirements as outlined in NRS 386.830 – NRS 386.840 as well as any additional local and federal requirements.

6.RFA: Other Changes

1. **For certain other RFA requests**
 - a. See NAC 388A.330
 - b. The governing body must submit a written request to the sponsor of the charter school for a determination of whether a proposed amendment is material or nonmaterial if the charter school wishes to amend its written charter or charter contract in a way that is not described in NAC 388A.310 to 388A.335, inclusive.
2. **For all other RFA requests not otherwise described**
 - a. See NAC 388A.335
 - b. Complete all applicable sections above, general and specific
 - c. **For material amendments** to the written charter or charter contract, as applicable. If the sponsor determines that the proposed amendment is material, the governing body must obtain approval from the sponsor before the amendment becomes effective.
 - d. The notice of intent and the RFA must include an explanation of the reasons along with any requested supporting documentation that the charter school is seeking to make this specific requested change.
3. **Nonmaterial amendments**
 - a. NAC 388A.335(2)
 - b. For all other RFA requests not otherwise described in NAC 388A.335
 - c. If the sponsor determines that the proposed amendment is not material, the governing body is not required to obtain approval from the sponsor before the amendment becomes effective.



SIGNATURE PREPARATORY



January 31, 2021

Ms. Rebecca Feiden, Executive Director
State Public Charter School Authority
2080 East Flamingo Road, Suite 230
Las Vegas, Nevada 89119

Re: Amendment Request for Acquisition of Current Facility

Dear Ms. Feiden:

On behalf of Signature Preparatory (the “School”), I hereby respectfully request the State Public Charter School Authority (“SPCSA”) to grant the School a good cause exemption to amend its charter contract outside of the current amendment cycle. This request for a good cause exemption is submitted in good faith along with the School’s request to amend its charter contract to acquire its current facility, which will not affect approved enrollment.

The School leases its current facility pursuant to a triple net lease agreement with its landlord. The lease provides for an annual rent escalation of three percent, as well as an option to purchase. The School desires to exercise the option to purchase in order to avoid future rent escalators (and an increased purchase price), lower facility costs, and promote long-term stability. A tax-exempt bond issuance will fund 100% of the facility acquisition price, among other things.

The School’s Board of Directors unanimously approved the request to amend its charter contract to acquire its current facility at its January 21, 2021 meeting, which was properly noticed and held open to the public.

The School is grateful for SPCSA’s consideration of this request for a good cause exemption along with the School’s request to amend its charter contract to acquire its facilities. Please contact Gabe Shirey, Executive Director, if you have any questions regarding this request.

Sincerely,

Signature Preparatory

DocuSigned by:

Michael Olsen

78A504D916E141B...

Mr. Michael A. Olsen, Esq.
Board Chair

Attachment 1 - Letter of Transmittal





Notice of Public Meeting of the Board of Directors of Signature Preparatory

(Action may be taken on those items denoted "For Possible Action")

Notice is hereby given that the Board of Directors of Signature Preparatory, a public charter school, will conduct a meeting on January 21st, 2021, beginning at 4pm.

Pursuant to Governor Sisolak's Emergency Directives related to COVID-19 and Nevada's Open Meeting Law, Signature Preparatory's Board meeting will be held virtually. This public meeting will be conducted in accordance with Nevada's Open Meeting Law, NRS 241.020, as well as the above-referenced Emergency Directives.

Attached hereto is an agenda of all the items scheduled to be considered.

Please Note: The Board reserves the right to take agenda items out of order, items may be removed or delayed from the agenda at any time, and two or more items may be combined for consideration.

Public Comment: Time for public comment will be provided at the beginning of the meeting before any items on which action may be taken are heard by the public body and again before the adjournment of the meeting. *See* NRS 241.020(2)(d)(3)(I). A time limit of three (3) minutes, subject to the discretion of Signature Preparatory's Chair, will be imposed on public comments in order to afford all members of the public who wish to comment an opportunity to do so within the timeframe available to Signature Preparatory. Public comment cannot be restricted based on viewpoint.

Signature Preparatory is pleased to make reasonable accommodations for any member of the public who has a disability and wishes to attend the meeting. If special arrangements for the meeting are necessary, please notify Gabe Shirey, in writing, at 498 So Boulder Hwy, Henderson, NV 89015; via email at support@signatureprep.org; or call 702.224.2809.

Attachment 2 - Board Agenda





Agenda

January 21st, 2021 Meeting of the Board of Directors of Signature Preparatory

1) Call to order and Roll Call

2) Public Comment

No action may be taken on a matter unless the matter itself has been specifically included on the agenda as an item upon which action will be taken.

3) Consideration of Minutes from 12/15/20 Board Meeting: (Possible Action)

4) Consideration of Capital Improvement Plan: (Possible Action)

5) Consideration of Charter School Request for Amendment (Bond): (Possible Action)

6) Consideration of Illness Policy: (Possible Action)

7) Public Comment

No action may be taken on a matter unless the matter itself has been specifically included on the agenda as an item upon which action will be taken.

8) Adjournment

This notice and agenda have been posted on or before 9 a.m. on the third working day before the meeting at the following locations:

- 1) Signature Preparatory – 498 So Boulder Hwy, Henderson, NV 89015
- 2) School Website - www.SignaturePrep.org
- 3) Nevada Public Notice – notice.nv.gov

Attachment 2 - Board Agenda





SIGNATURE

PREPARATORY

Signature Preparatory Charter School

Minutes of a meeting of the Signature Preparatory Board

1/21/21 - 4 pm PST

A meeting of Signature Preparatory's Board (the "Board"), was held on January 21, 2021 at 4 pm PST at Signature Preparatory, located at 498 So Boulder Hwy, Henderson, NV 89015.

Board Members Present:

Chair Michael Olsen, Vice Chair Jessie Phee, Secretary Linda Rolle, Member Bryan Dittebrandt

Members of the Public Present:

Executive Director of Signature Preparatory, Gabe Shirey

4:02 pm - Chair Michael Olsen called the meeting to order at 4:02 pm PST and proceeded to **Agenda Item #1**, roll call. Roll was taken and Secretary Rolle notified The Board that a quorum was present and the meeting, having been duly convened, was ready to proceed with business. Chair Olsen laid the ground rules for the board members and public to ensure the meeting remains compliant and runs smoothly. Chair Olsen also verified that each board member had plenty of time to review the documents being considered today. Chair Olsen expressed gratitude to Executive Director Gabe Shirey for always having documents organized, clearly explained, and easy to access for review. Chair Olsen also thanked Executive Director Shirey for ensuring this meeting is compliant to Open Meeting Law and that all postings and notifications were posted in a timely manner.

4:06 - Chair Olsen moved to **Agenda Item #2** and opened it up to public comment, limiting the time to any members of the public to 3 minutes.

4:07 - Members of the public announced themselves for the record.

4:07 - Secretary Linda Rolle announced there were no members of the public present who wished to comment at this time.

4:08 - Chair Olsen proceeded to **Agenda Item #3**, review and consideration of last meeting's minutes on 12/15/20. Chair Olsen thanked Executive Director Shirey for ensuring the minutes were accessible to all board members in a timely fashion. He verified that The Board had received the minutes and asked The Board for any comments or proposed changes.

4:08 - Secretary Rolle motioned to approve the 12/15/20 board meeting minutes.

4:08 - Member Dittebrandt seconded the motion to approve the 12/15/20 board meeting minutes.

4:09 - Chair Olsen asked The Board to vote. The Board voted and Secretary Rolle stated the motion passed unanimously

4:10 - Chair Olsen moved to **Agenda Item #4**, Consideration of Capital Improvement Plan. Chair Olsen explained the potential exciting development and the need for the proposed renovation of 9 new classrooms, which would allow 270 more students who have already applied, to attend Signature Preparatory during the FY 2021-22 school year. The enrollment at the school has increased dramatically, with waitlists in each grade, and the need for more

space is imperative. Chair Olsen spoke about the proposed budget, the expense of the build-out, and the recouping of the proposed expense based on the demand for enrollment at the school. Chair Olsen then turned the time over to Executive Director Shirey to speak to the proposed project.

4:15 – Executive Director Shirey briefly restated the budget and proposed ROI. He spoke to the incredible demand for enrollment by the public. He spoke to the constant word of mouth referrals that are happening within the school and his gratitude for the teachers and staff members who give their all every day to help us create our moral and wholesome environment.

4:21 – Chair Olsen inquired about the projects' timeline.

4:21 – Executive Director Shirey responded with tentative dates for permitting, the groundbreaking, and is confident it will all be completed by day one of school and in plenty of time to allow staff to organize and set up their new workspace and classroom.

4:23 – Vice Chair Phee asked if the same architect and builders were being used as we used with the main building on campus.

4:23 – Executive Director Shirey responded affirmatively and added that the construction company who previously worked out of the small building while building the main campus, already knows the details and existing issues of the 40-year old building. We also wanted to ensure the elevation matched our already existing main building to ensure a congruent look for our campus and community.

4:27 – Member Dittebrandt asked about the elevation of the building and if we are sticking to one story

4:28 – Executive Director Shirey explained the school concept, design, and reason behind the similar design to the existing building.

4:30 – Secretary Rolle inquired about which grades would utilize the new 9 classrooms.

4:31 – Executive Director Shirey explained the current plan and which grades would utilize the proposed new building. He also explained the safe route the students would take when commuting from the small building to the big building each day while eating lunch and participating in daily specials like art and music.

4:34 – Vice Chair Jessie Phee motioned to approve the Capital Improvement Plan

4:34 – Secretary Rolle seconded the motion to approve the Capital Improvement Plan

4:35 – Chair Olsen asked The Board to vote. The Board voted and Secretary Rolle stated the motion passed unanimously

4:36 – Chair Olsen moved to **Agenda Item #5**, Consideration of Charter School Request for Amendment. Chair Olsen explained the nature of the Agenda item and explained how a school acquires its facilities through the use of tax-exempt bonds. He also explained how a formal amendment must be made in order to alter the existing contract with the SPCSA and our lease holder.

4:41 – Chair Olsen asked Executive Director Shirey to highlight any items he may have missed and to explain further the details of the amendment process.

4:41 – Executive Director Shirey explained the timeline of the amendment, the process through which the amendment application will go and the potential timeline of the school being fully acquired through tax exempt bonds.

4:44 – Chair Olsen thanked Executive Director Shirey and asked the board if they have any further questions.

4:45 – Vice Chair Phee wanted to thank Executive Director Shirey for the incredible job he has done in keeping the board informed, for always making the difficult things easy to understand, and for walking The Board through this exciting and detailed process.

4:47 – Secretary Rolle echoed Vice Chair Phee's thoughts and thanked Executive Director Shirey for always being on the ball and keeping The Board so well informed.

Attachment 3 - Board Minutes

4:48 – Chair Olsen agreed with both comments and restated the importance of this amendment and what The Board needs to do in order to successfully amend its contract with the SPCSA.

4:50 – Chair Olsen motioned to make a formal Request for Amendment

4:50 – Secretary Rolle seconded to make a formal Request for Amendment

4:51 – Chair Olsen asked The Board to vote. The Board voted and Secretary Rolle stated the motion passed unanimously

4:52 – Chair Olsen moved to **Agenda Item #6**, Consideration of Illness Policy. Chair Olsen thanked again Executive Director Shirey for creating and posting this policy in plenty of time for The Board to review.

4:53 – Secretary Rolle asked where this will be posted and asked if the school had a process to ensure every parent received a copy of this policy

4:54 – Executive Director Shirey responded that this policy will be posted to the website and emailed to each parent and serves as an abbreviated version to the COVID Mitigation Plan.

4:55 – Member Dittebrandt asked about the school's quarantine efforts and plan if a student is on campus showing COVID symptoms.

4:56 – Executive Director Shirey explained the health offices' COVID procedures and specifically how the office maintains two membrane doors, behind which the school can quarantine students, sealing them off from the public, until their parents arrive to pick them up.

4:59 – Member Dittebrandt motioned to approve the Illness Policy.

4:59 – Secretary Rolle seconded to approve the Illness Policy.

5:00 – Chair Olsen asked The Board to vote. The Board voted and Secretary Rolle stated the motion passed unanimously

5:01 – Chair Olsen proceeded to **Agenda Item #6**, Public Comment.

5:01 – Linda Rolle announced there were no new members of the public at the meeting.

5:01 – Chair Olsen again thanked Executive Director Shirey for assisting with all the documents, explanations, and for making The Boards' meeting easy to organize and conduct business.

5:02 – Chair Olsen thanked The Board for their efforts and time and proceeded to **Agenda Item #7**, and officially adjourned the meeting.

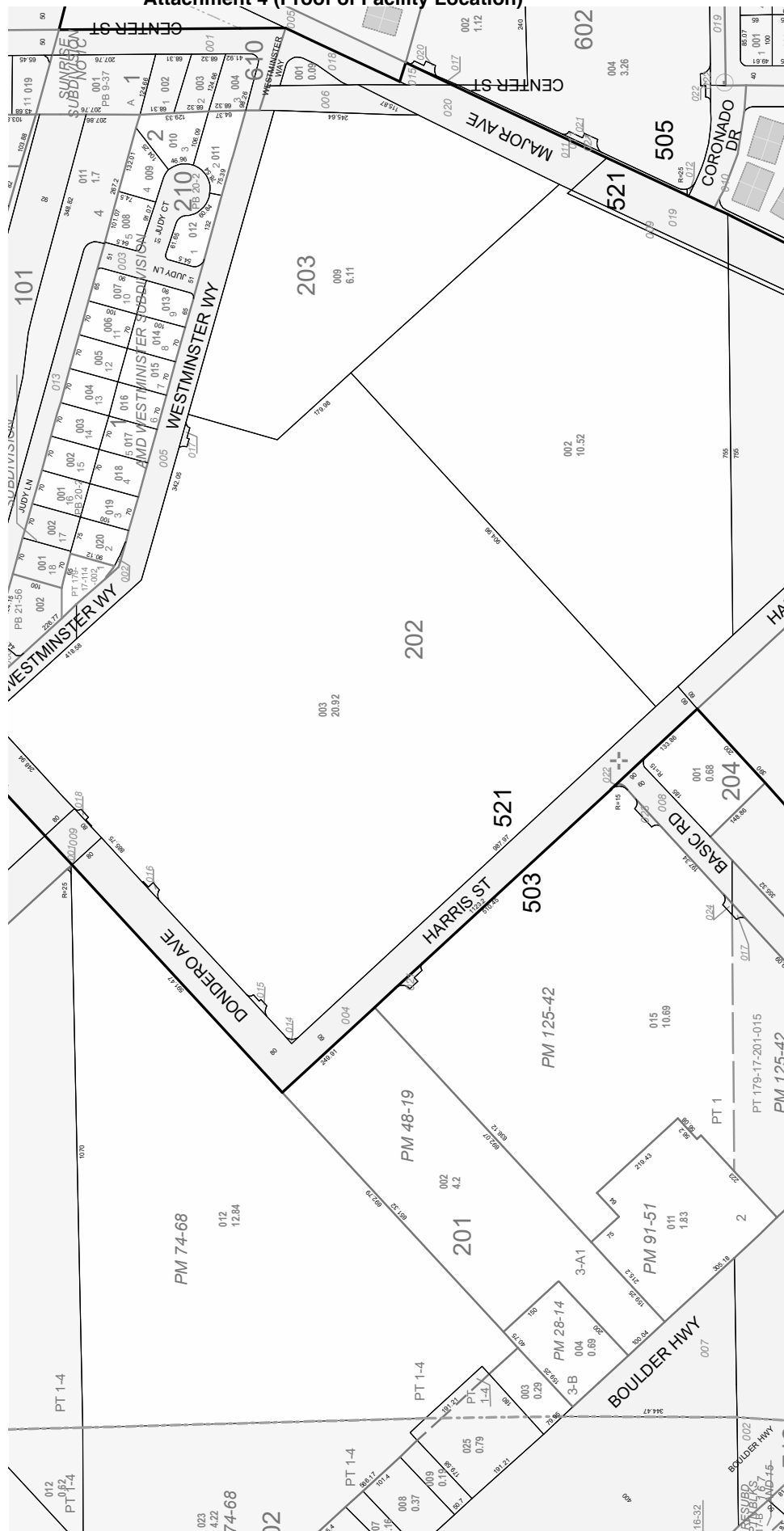
<p>This map is for assessment use only and does NOT represent a survey.</p>		<p>No liability is assumed for the accuracy of the data delineated herein. Information on roads and other non-assessed parcels may be obtained from the Road Document Listing in the Assessor's Office.</p>		<p>This map is compiled from official records, including surveys and deeds, but only contains the information required for assessment. See the recorded documents for more detailed legal information.</p>	
		<p align="center">MAP LEGEND</p>			
		<p align="center">USE THIS SCALE(FEET) WHEN MAP REDUCED FROM 11x17 ORIGINAL</p>			

PARCEL BOUNDARY		<input type="checkbox"/> CONDOMINIUM UNIT		001 ROAD PARCEL NUMBER	
SUB BOUNDARY		<input type="checkbox"/> AIR SPACE PCL		001 PARCEL NUMBER	
PMLD BOUNDARY		<input type="checkbox"/> RIGHT OF WAY PCL		1.00 ACREAGE	
ROAD EASEMENT		<input type="checkbox"/> SUB-SURFACE PCL		202 PARCEL SUB/SEQ NUMBER	
MATCH / LEADER LINE		<input type="checkbox"/>		PB 24-45 PLAT RECORDING NUMBER	
HISTORIC LOT LINE				5 BLOCK NUMBER	
HISTORIC PMLD BOUNDARY				5 GOV. LOT NUMBER	
SECTION LINE				GL 5 LOT NUMBER	

	52161	160	158	8	4	8	4
			159	5	1	5	1
	77	478	179	6	2	6	2
			180	7	3	7	3
	31	190	189	8	4	8	4
			186	5	1	5	1

BOOK	T2S R63E	SEC.	17	S 2 NW 4	179-17-2
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Rev: 2/13/2020
 Scale: 1" = 200'



TAX DIST 503,521,505

Attachment 4 (Proof of Facility Location)

Attachment 4 (Proof of Facility Location)



Assessor

Briana Johnson, Assessor

GENERAL INFORMATION	
<u>PARCEL NO.</u>	179-17-201-015
<u>OWNER AND MAILING ADDRESS</u>	HENDERSON CHARTER PROPERTIES L L C 3115 E LION LN SALT LAKE CITY UT 84121
<u>LOCATION ADDRESS</u>	428 S BOULDER HWY
<u>CITY/UNINCORPORATED TOWN</u>	HENDERSON
<u>ASSESSOR DESCRIPTION</u>	<u>PARCEL MAP FILE 125 PAGE 42</u> LOT 1
<u>RECORDED DOCUMENT NO.</u>	* <u>20181218:01474</u>
<u>RECORDED DATE</u>	DEC 18 2018
<u>VESTING</u>	NS
<u>COMMENT</u>	SF 216-88

*Note: Only documents from September 15, 1999 through present are available for viewing.

ASSESSMENT INFORMATION AND VALUE EXCLUDED FROM PARTIAL ABATEMENT	
<u>TAX DISTRICT</u>	503
<u>APPRAISAL YEAR</u>	2020
<u>FISCAL YEAR</u>	2021-22
<u>SUPPLEMENTAL IMPROVEMENT VALUE</u>	0
<u>INCREMENTAL LAND</u>	0
<u>INCREMENTAL IMPROVEMENTS</u>	1999655

Attachment 4 (Proof of Facility Location)

Attachment 4 (Proof of Facility Location)

REAL PROPERTY ASSESSED VALUE		
FISCAL YEAR	2020-21	2021-22
LAND	1,043,069	1,043,069
IMPROVEMENTS	1,204,741	2,884,131
EXEMPT	2,247,810	3,927,200
GROSS ASSESSED (SUBTOTAL)	2,247,810	3,927,200
TAXABLE LAND + IMP (SUBTOTAL)	6,422,314	11,220,571
COMMON ELEMENT ALLOCATION ASSESSED	0	0
TOTAL ASSESSED VALUE	2,247,810	3,927,200
TOTAL TAXABLE VALUE	6,422,314	11,220,571

[Click here for Treasurer Information regarding real property taxes.](#)


[Click here for Flood Control Information.](#)

ESTIMATED LOT SIZE AND APPRAISAL INFORMATION	
ESTIMATED SIZE	10.69 ACRES
ORIGINAL CONST. YEAR	1979
LAST SALE PRICE MONTH/YEAR SALE TYPE	
LAND USE	41.410 - OFFICES, PROFESSIONAL AND BUSINESS SERVICES. SCHOOLS
DWELLING UNITS	0

Attachment 4 (Proof of Facility Location)

Attachment 4 (Proof of Facility Location)

PRIMARY RESIDENTIAL STRUCTURE					
1ST FLOOR SQ. FT.		CASITA SQ. FT.		ADDN/CONV	
2ND FLOOR SQ. FT.		CARPORT SQ. FT.		POOL	NO
3RD FLOOR SQ. FT.		STYLE	ENTIRE ELEMENTARY SCHOOL	SPA	NO
UNFINISHED BASEMENT SQ. FT.	0	BEDROOMS	0	TYPE OF CONSTRUCTION	
FINISHED BASEMENT SQ. FT.	0	BATHROOMS	0	ROOF TYPE	
BASEMENT GARAGE SQ. FT.	0			FIREPLACE	0
TOTAL GARAGE SQ. FT.	0				

ASSESSORMAP VIEWING GUIDELINES	
MAP	179172
	<p>In order to view the Assessor map you must have Adobe Reader installed on your computer system.</p> <p>If you do not have the Reader it can be downloaded from the Adobe site by clicking the following button. Once you have downloaded and installed the Reader from the Adobe site, it is not necessary to perform the download a second time to access the maps.</p> 

Note: This record is for assessment use only. No liability is assumed as to the accuracy of the data delineated hereon.

Attachment 4 (Proof of Facility Location)

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "**Assignment**") between AMERICAN LEADERSHIP ACADEMY SUMMERLIN, INC., a Nevada non-profit corporation ("**Assignor**") and SIGNATURE PREPARATORY, INC., a Nevada non-profit corporation ("**Assignee**") and HENDERSON CHARTER PROPERTIES LLC, ("**Landlord**") is dated effective as of the date when the Assignor, Assignee and Landlord have executed this Assignment as indicated by their signatures ("**Assignment Date**").

RECITALS

A. Assignor entered into that certain Build-To-Suit Lease with Option to Purchase, dated August 23, 2018 with Landlord, as amended by that certain First Amendment to Build-To-Suit Lease and Option dated April 22, 2019, (so amended, the "**Lease**") with respect to the real property legally described in the Lease (the "**Property**").

B. Assignor's interest in the Lease was subordinated to that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing encumbering the Property and dated December 17, 2018 (the "**Deed of Trust**") executed by Landlord in favor of Zions Bancorporation, N.A., dba Zions First National Bank pursuant to that certain Subordination, Nondisturbance and Attornment Agreement dated as of December 17, 2018 and recorded in the Clark County, Nevada Recorder's Office as Instrument Number 20181218-0001476 (the "**SNDA**").

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee covenant and agree as follows:

1. Assignment and Assumption of Lease. Effective as of the Assignment Date, Assignor hereby assigns and transfers to Assignee all of Assignor's rights and interest in the Lease, including any deposits as applicable, under the terms of the Lease. Assignee hereby assumes and agrees to perform and observe all of Assignor's obligations under the Lease. Assignee acknowledges and agrees that its interest in the Lease is subordinate to the Deed of Trust pursuant to the Deed of Trust and that Assignee agrees to perform and observe all of Assignor's obligations under the SNDA. Assignee shall also receive the rights and benefits of Assignor under the terms of the SNDA.

2. No Default under Lease. Assignor and Assignee represent and warrant that the Lease has not been modified, changed, altered or amended in any respect except as may be described above. The Lease sets forth the entire understanding between Assignor, Assignee and Landlord. To the best of Assignor's, Assignee's and Landlord's current, actual knowledge, no condition exists or event has occurred which presently constitutes, or with the giving of notice or the lapse of time or both could constitute, an event of default under the terms of the Lease. Neither Assignor or Assignee is presently entitled to any lien, credit, offset or reduction in rent under the Lease. The Lease is ratified in all respects.

3. Landlord Consent. Landlord consents to Assignor assigning the Lease to the Assignee.

4. Binding Effect. This Assignment shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

5. Governing Law. This Assignment is governed by the laws of the State of Utah, without giving effect to its conflicts of law principles.

6. Counterpart Signatures. The parties may execute this Assignment in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or electronically is as effective as executing and delivering this Assignment in the presence of the other parties to this Assignment.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Assignment has been executed effective as of the Assignment Date.

AMERICAN LEADERSHIP ACADEMY
SUMMERLIN, INC.,
a Nevada non-profit corporation

By: Michael A. Olsen
Name: Michael A. Olsen
Title: Board Chair
Date: 5/23/19

SIGNATURE PREPARATORY, INC.,
a Nevada non-profit corporation

By: Michael A. Olsen
Name: Michael A. Olsen
Title: Board Chair
Date: 5/23/19

HENDERSON CHARTER PROPERTIES
LLC, a Utah limited liability company

By: Scott Brand
Name: Scott Brand
Title: Manager
Date: 5.28.19

IN WITNESS WHEREOF, this Assignment has been executed effective as of the Assignment Date.

AMERICAN LEADERSHIP ACADEMY
SUMMERLIN, INC.,
a Nevada non-profit corporation

By: Michael A. Olsen
Name: Michael A. Olsen
Title: Board Chair
Date: 5/23/19

SIGNATURE PREPARATORY, INC.,
a Nevada non-profit corporation

By: Michael A. Olsen
Name: Michael A. Olsen
Title: Board Chair
Date: 5/23/19

HENDERSON CHARTER PROPERTIES
LLC, a Utah limited liability company

By: _____
Name: Scott Brand
Title: Manager
Date: _____

**BUILD-TO-SUIT LEASE
WITH OPTION TO PURCHASE**

between

Henderson Charter Properties LLC

as the Landlord

and

American Leadership Academy Summerlin Inc.,

as the Tenant

Dated: August 23, 2018

Attachment 5 - Lease

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BASIC LEASE INFORMATION¹

Lease Date	August 23, 2018
Tenant	American Leadership Academy Summerlin Inc., a Nevada nonprofit corporation
Tenant's notice address	American Leadership Academy Summerlin Inc. Attn: Dave Shirey 498 Boulder Highway, Henderson, NV 89015 Telephone (for verification purposes only): 480-420-2101 Email: gshirey@charter.one
Landlord	Henderson Charter Properties LLC, a Utah limited liability company
Landlord's notice address	Henderson Charter Properties LLC Attn: Scott M. Brand 3115 East Lion Lane, Suite 300 Salt Lake City, Utah 84121 Telephone (for verification purposes only): 801-830-8300 Email: scott@schooldev.us
Premises	The premises is described in exhibit A.
Facility	To-be-constructed leasable space in facilities to be located on the Premises, comprising rentable square feet as more particularly described on exhibit B.
Substantial Completion Date	Anticipated to be August 7, 2019
Commencement Date	August 7, 2019
Lease Term	240 months
Base Rent	See exhibit C
Security Deposit	\$48,000

The terms above (the “**Basic Lease Information**“) are a part of the Lease. If there is a conflict between the Basic Lease Information and the remainder of the Lease, the remainder of the Lease controls.

¹ Note to draft: This is a starting place for a build-to-suit school lease and will need to be adapted to the circumstances of each situation.

BUILD-TO-SUIT LEASE WITH OPTION TO PURCHASE

This Build-to-Suit Lease with Option to Purchase (this “**Lease**”) is dated August 23, 2018, between Henderson Charter Properties LLC, a Utah limited liability company (the “**Landlord**”), and American Leadership Academy Summerlin Inc., a Nevada nonprofit corporation (the “**Tenant**”).

The Landlord is a developer of school facilities for charter schools. The Tenant is a charter school licensed in Nevada. The Tenant wants to have the Landlord acquire and build a building and other improvements on land in Clark county, Nevada, described on exhibit A (the “**Land**”); to lease that Land and those improvements from the Landlord; and to obtain an option to purchase the Land and related improvements.

The parties therefore agree as follows:

ARTICLE 1 LEASE OF PREMISES

1.1 **Lease of the Premises.** If the Landlord acquires the Premises, the Landlord shall lease to the Tenant, and the Tenant shall lease from the Landlord, the Premises. “**Premises**” means all of the following: (i) the Land; (ii) all rights and easements appurtenant to the Land; and (iii) all improvements on the Land. The Premises are subject to all current restrictions and encumbrances on the Premises as of the date of this Lease.

1.2 **Lease Conditioned on Acquisition of Premises.** If the Landlord does not purchase the Land on or before January 15, 2019 (the “**Land-Purchase Deadline**”), either party may elect to terminate this Lease by providing written notice to the other before the closing of the purchase of the Land. If the Landlord has incurred material expenses related to the purchase of the Land, the Landlord may extend the Land-Purchase Deadline by 12 months by written notice to the Tenant given on or before the Land-Purchase Deadline. The Landlord and the Tenant may, but are not required to, agree to use different substitute land, in which case the Landlord may amend exhibit A to be the legal description for the substituted Land. The Landlord has no obligation to purchase or try to purchase the Land.

1.3 **Lease Conditioned on Construction Financing.** The parties acknowledge that the Landlord intends to obtain construction financing to construct the Improvements (the “**Construction Financing**”). If the Landlord’s lender has not, on or before May 31, 2019, signed loan documents requiring the lender to fund the entire construction loan required to complete the Improvements, the Landlord may elect to terminate this Lease by providing written notice to the Tenant.

ARTICLE 2 TERM

2.1 **Term.** The term of this Lease begins on the Commencement Date and continues until the end of the calendar month that is 240 months after the Commencement Date (that term, the “**Lease Term**”). Subject to the other terms of this Lease, the Lease will terminate at midnight

at the end of the Lease Term. Each consecutive 12-month period following the first day of the calendar month following the Commencement Date is a “**Lease Year**.”

2.2 **Commencement Date.** “**Commencement Date**” means the earlier of (a) the Substantial Completion Date and (b) the date the Tenant takes possession of the Premises.

2.3 **Obligations on Lease Termination.** At the end of the Lease Term or upon the termination of this Lease, the Tenant shall promptly surrender the Premises in good order, condition, and repair, ordinary wear and tear excepted, and broom clean and shall, at its expense, remove from the Premises all personal property and shall repair all damage caused by that property or the removal of it. At the option of the Landlord, any property of the Tenant not removed by the Tenant will be deemed abandoned. Notwithstanding anything to the contrary in this Lease, all masonry, poured concrete, hard surface bonded or adhesively affixed flooring, plumbing and toilet fixtures, power panels, switches and transformers, and if requested by the Landlord at the time of installation, floor covering, wall covering, ceiling material, fixed partitions, and installed lighting equipment (whether or not the same are trade fixtures), other fixtures (other than trade fixtures), and other alterations that have been made or installed by either the Landlord or the Tenant upon the Premises, will remain upon and be surrendered with the Premises as a part of the Premises, without disturbance, molestation or injury, and without charge, at the expiration or other termination of this Lease, and become the property of the Landlord. The parties acknowledge and agree that all equipment, fixtures, furniture, and other items included in Improvements Costs or otherwise paid for by the Landlord or the Landlord’s affiliate belong to the Landlord and will be surrendered to the Landlord at the termination of this Lease. The Tenant shall promptly surrender all keys for the Premises to the Landlord at the place then fixed for notice to the Landlord and shall inform the Landlord of the combinations for any locks and safes on the Premises. If the Tenant does not promptly surrender the Premises as required above, the Landlord has the option, in addition to any other rights and remedies the Landlord may have, to apply the Security Deposit toward the following costs and expenses: the servicing of all heating, electrical, ventilating, and air conditioning systems; the removal of personal property, signs, alterations, and trade fixtures; the cleaning of the Premises; the making of all repairs; and the satisfaction of all other obligations of the Tenant.

2.4 **Holdover.** If the Tenant holds over the Premises after the expiration of the Lease Term or termination of the Lease, that holding over will be construed to be only a tenancy from month to month, subject to all the covenants, conditions, and obligations in this Lease, and the Tenant hereby agrees to pay to the Landlord 150% of the monthly rental as provided in this Lease. Nothing in this Lease will be construed to give the Tenant any rights to so hold over and to continue in possession of the Premises after the expiration of the Lease Term or the termination of the Lease.

ARTICLE 3 RENT

3.1 **Absolute Net Lease.** This is an absolute net lease, and it is the intention of the parties that, except as otherwise limited by the express terms of this Lease, the Tenant shall be responsible for all costs and expenses of the ownership, maintenance, repair, and operation of the Premises incurred or accrued during the Lease Term and any hold-over term. This Lease will not

terminate, nor is the Tenant entitled to any abatement, reduction, set-off, counterclaim, defense, or deduction with respect to any Base Rent or any additional rent or other sum payable hereunder, nor will the obligations of the Tenant under this Lease be affected, by reason of any damage to or destruction of the Premises or by any taking of the Premises or any part thereof by condemnation.

3.2 **Base Rent.** Beginning on the later of (a) October 1, 2019, and (b) 30 days after the Tenant takes possession of the Premises, and on the first day of each calendar month thereafter, the Tenant shall pay to the Landlord (at the Landlord's notice address below or to such other place as the Landlord may on one or more occasions designate in writing) for each month during the Lease Term, the monthly portion of the rent payable each year as stated in the rent schedule attached as exhibit C ("**Base Rent**"), without any deduction or setoff. If the Commencement Date is a day other than the first day of a month, then the Tenant shall pay interim rent equal to a portion of the Base Rent prorated based upon the number of days between the Commencement Date and the first day of the following calendar month.

3.3 **Additional Rent.** In addition to Base Rent, all other payments to be made by the Tenant under this Lease will be deemed additional rent and are due and payable on demand if no other time for payment is specified. Additional rent is payable in monthly installments in advance on or before the first day of each calendar month, in lawful money of the United States, without deduction or offset whatsoever except as otherwise expressly permitted by this Lease, at the Landlord's notice address or to such other place as the Landlord may from time to time designate in writing. Base Rent, additional rent, and all other amounts due to the Landlord are referred to together herein as "**Rent**."

3.4 **Payment of Rent.** Unless otherwise stated in this Lease, the Tenant shall pay the Landlord the Rent amount on or before the first day of each calendar month. If the Tenant fails to pay Rent before ten days after Rent is due, the Tenant shall pay a late fee charge equal to 10% of each payment of Rent not paid when due.

3.5 **Payments by the Landlord.** Upon ten days' prior written notice to the Tenant, the Landlord may pay any amount or do any act that the Tenant has failed to do, and the Tenant agrees to pay the Landlord, upon demand, all sums so expended by the Landlord, together with interest at the rate of 12% per annum from the date of expenditure until paid. That amount will also be deemed additional rent and included in the definition of Rent.

3.6 **Interest on Past Due Obligations.** Any amount due to the Landlord that is not paid when due will bear interest at the rate of 12% per annum beginning on the date the amount was due.

3.7 **Security Deposit.** For a period of 12 months commencing one year after the Commencement Date, the Tenant shall deposit with the Landlord the sum of \$4,000 each month, for a total amount of \$48,000 (the actual amount held by the Landlord, the "**Security Deposit**"). The Security Deposit shall be held by the Landlord for the faithful performance by the Tenant of all of the terms of this Lease. If the Tenant breaches any provision of this Lease, the Landlord may—but is not obligated to—use the Security Deposit to pay the amount due by the Tenant to the Landlord or to a nonparty. If any portion of the Security Deposit is so used, the Tenant shall,

on or before ten days after written demand, deposit with the Landlord an amount sufficient to restore the Security Deposit to its original amount. The Landlord is not required to keep the Security Deposit separate from the Landlord's general funds, and the Tenant is not entitled to interest on the Security Deposit. If the Tenant performs all terms of this Lease to be performed by the Tenant and vacates the Premises at the end of the Lease Term or at the earlier termination of this Lease, as applicable, the Landlord shall return to the Tenant the Security Deposit or any balance of the Security Deposit on or before 30 days after written request by the Tenant. If the Tenant exercises its option to purchase the Premises pursuant to this Lease, the Security Deposit will be applied towards the purchase price at the closing of the purchase.

ARTICLE 4 USE OF THE PREMISES

4.1 **Use.** The Tenant may use the Premises only as a charter school and as a headquarters or administrative offices for the Tenant's charter school operations. The Tenant acknowledges that neither the Landlord nor any agent of the Landlord has made any representation or warranty as to the present or future suitability of the Premises for the purposes above or any other purpose or use whatsoever.

4.2 **Compliance with Laws.** The Tenant shall fully comply with all laws applicable to the Tenant or the Premises. The Tenant represents and warrants to the Landlord that the Tenant has obtained and will maintain in full force all necessary governmental approvals to operate a charter school at the Premises.

4.3 Environmental Compliance

(a) **Restrictions on Hazardous Substances; Remedial Work.** The Tenant shall not allow any Hazardous Substance to be brought, kept, or used in or about the Premises except in commercial quantities not in violation of Environmental Law and similar to those quantities usually kept on similar premises by others in the charter school business. The Tenant, its officers, directors, owners, agents, employees, subtenants, assignees, contractors, subcontractors, invitees, or concessionaires shall store, use and dispose of Hazardous Substances in compliance with all applicable laws, including, without limitation, Environmental Law. If the presence of any Hazardous Substance on, in, or under the Premises caused by the Tenant, its officers, directors, owners, agents, employees, subtenants, assignees, contractors, subcontractors, invitees, or concessionaires or occurred during the Lease Term results in any contamination of the Premises, the Tenant shall promptly take all actions, at its sole expense, as are necessary to return the affected area to the condition existing prior to the introduction of any such Hazardous Substance, including, without limitation, any investigation or monitoring of site conditions or any clean up, remediation, response, removal, encapsulation, containment, or restoration work required because of the presence of any such Hazardous Substance on, in, or under the Premises or any release of any such Hazardous Substance in the air, soil, surface water or ground water (collectively, the "**Remedial Work**"). The Tenant shall obtain all necessary licenses, manifests, permits, and approvals to perform the Remedial Work prior to performing the work. The Tenant shall promptly perform all Remedial Work and the disposal of all waste generated by the Remedial Work in accordance with all Environmental Law.

(b) **Compliance with Environmental Law.** The Landlord represents and warrants to the Tenant that, to the knowledge of the Landlord, the Premises and the Improvements are free and clear of any and all Hazardous Substances and in compliance with Environmental Law. The phrase “**knowledge of the Landlord**” and similar phrases mean the actual knowledge of Scott Brand without a duty to investigate. Following delivery of the Premises to the Tenant, the Tenant shall be solely and completely responsible for insuring that the Premises and all activities thereon (including, without limitation, activities of the Tenant, its officers, directors, owners, employees, agents, contractors, subcontractors, subtenants, assignees, licensees, and concessionaires) are in full compliance with Environmental Law and for responding to, defending against, and complying with any administrative order, request, or demand relating to potential or actual contamination on the Premises, or third party claims (including the claims of current or future subtenants in the Premises, or other the Tenants or subtenants in units or parcels adjoining or near the Premises) for Remedial Work or for the costs of any such Remedial Work or for the costs of any such Remedial Work that the third-party claimant has undertaken, whether such order, request, demand, or claim names the Landlord, the Tenant, or both, or refers to the Premises in any way, except where the Tenant can prove the contamination or other violation of Environmental Law occurred prior to the date of execution of the Lease or was caused by the Landlord or any prior owner or tenant (other than subtenants or assignees of the Tenant) of the Premises. The Tenant’s responsibility under this section 4.3(b) includes, without limitation, promptly responding to those orders, requests, demands, and claims on behalf of the Landlord and defending against any assertion of the Landlord’s financial responsibility or individual duty to perform thereunder.

(c) **Indemnification.** The Tenant shall indemnify, pay, hold harmless, and defend the Landlord, its officers, directors, employees, agents, successors, and assigns (collectively with the Landlord, the “**Landlord Indemnitees**”) from and against all claims, actions, judgments, damages, punitive damages, penalties, fines, costs, liabilities, interest, or other losses (including, without limitation, diminution in value of the Premises or the Improvements; damages for the loss or restriction on use of rentable or usable space or of any amenity in the Improvements; damages arising from any adverse impact on marketing of space in the Improvements; and sums paid in settlement of claims, attorney’s fees, consultant fees, expert fees, and any fees and expenses incurred in enforcing this indemnity) incurred by, sought from, or asserted directly or indirectly against any Landlord Indemnatee during or after the Lease Term as a result of the presence of any Hazardous Substance on, in, or under the Premises or any release of any Hazardous Substance into the air, soil, surface water, or ground water. The Tenant shall promptly deliver to the Landlord copies of all communications, filings, or other writings, photographs, or materials given to or received from any person, entity, or agency in connection with any cleanup or Remedial Work conducted by the Tenant and shall notify the Landlord of, and permit the Landlord’s representative to attend, any related meetings or oral communications.

The Landlord shall indemnify, pay, hold harmless, and defend the Tenant, its officers, directors, employees, agents, successors, and assigns (collectively with the Tenant, the “**Tenant Indemnitees**”) for, from, and against all claims, actions, judgments, damages, punitive damages, penalties, fines, costs, liabilities, interest, or other losses (including, without limitation, diminution in value of the Premises and the Improvements; damages for the loss or restriction on use of rentable or usable space or of any amenity in the Improvements; damages arising from any adverse impact on marketing of space in the Improvements; and sums paid in settlement of

claims, attorney's fees, consultant fees, expert fees, and any fees and expenses incurred in enforcing this indemnity) incurred by, sought from, or asserted directly or indirectly against any Tenant Indemnitee during or after the Lease Term that are as a result of the presence of any Hazardous Substance on, in, or under the Premises or any release of any Hazardous Substance into the air, soil, surface water, or ground water, which Hazardous Substance was brought, kept, or used in or about the Premises by the Landlord, its officers, directors, owners, employees, agents, contractors, subcontractors, subtenants, assignees, licensees, and concessionaires, or as a result of a breach by the Landlord of its obligations under this section 4.3.

(d) **Definitions.** "**Hazardous Substance**" means any hazardous or toxic substance, material, or waste that is or becomes regulated by any local governmental authority, the state in which the Premises are located, or the United States government, including, without limitation, (i) any substance, chemical, or waste that is listed or defined as hazardous, toxic, or dangerous under Environmental Law, (ii) any other chemical, material, or substance, exposure to which is prohibited, limited or regulated by any federal, state, or local governmental authority pursuant to any environmental, health, and safety or similar law and that may or could pose a hazard to the health and safety of occupants or users of the Premises or any part thereof, any adjoining property or cause damage to the environment, (iii) any petroleum products, (iv) PCB's, (v) leaded paint, and (vi) asbestos. "**Environmental Law**" means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq., the Clean Air Act, 42 U.S.C. §§ 7401, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq., and the Safe Drinking Water Act, 42 U.S.C. §§ 300f through 300j-26, as such acts have been or are hereafter amended from time to time; any so called superfund or superlien law; and any other federal, state and local law regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material as now or any time hereafter in effect.

(e) **Survival.** The obligations of the Tenant and the Landlord and the indemnities of the Tenant and the Landlord in this Article 4 will survive the Lease Term and the termination of this Lease.

4.4 **Prohibited Uses**

(a) The Tenant shall not do or permit anything to be done on or under Premises that will cause a cancellation of any insurance policy covering the Premises. The Tenant shall not sell or permit to be kept, used, or sold in or about the Premises any items that may be prohibited by a standard form policy of fire insurance unless the Tenant provides additional insurance coverage extending protection to cover all risks associated with those items.

(b) The Tenant shall not use the Premises or permit anything to be done in or about the Premises that will in any way conflict with any law now in force or that may hereafter be applicable. The Tenant shall, at the Tenant's sole cost and expense, promptly comply with all applicable laws and with the requirements of any board of fire underwriters or other similar body relating to the use or occupancy of the Premises, including, without limitation, structural changes that relate to the Premises.

(c) The Tenant shall comply with all requirements, if any, of any recorded restrictive covenants or bylaws of any association affecting the Premises.

4.5 **Covenant of Quiet Enjoyment.** So long as the Tenant is not in breach of this Lease, the Tenant may freely, peaceably, and quietly enjoy full and exclusive use of the Premises.

4.6 **Landlord's Access to the Premises.** Until the Facility is fully completed with no additional work required by the Landlord or its agents, the Landlord, its officers, employees, agents, contractors, subcontractors of any contractor, and their respective agents have free and full access to the Premises for the purposes of constructing the Facility and the Improvements and any other improvements and complying with their obligations in this Lease. After the full completion of the Facility, the Landlord, its officers, employees, agents, appraisers, contractors, subcontractors, and their respective agents, at all reasonable times following 24-hours prior written notice to the Tenant, will have free and full access to the Premises for the purpose of examining or inspecting the condition of the Premises; for the purpose of installing, maintaining, or repairing the Improvements; for the purpose of determining if the Tenant is performing its obligations in this Lease; and for the purpose of posting notices as the Landlord reasonably may desire to protect the rights of the Landlord so long as the exercise of those rights does not materially interfere with the Tenant's use and enjoyment of the Premises.

ARTICLE 5 IMPROVEMENT OF THE PREMISES AND CONSTRUCTION OF IMPROVEMENTS

5.1 **Improvements.** The Landlord shall construct the Improvements as stated below:

(a) **Definitions**

(1) **"Improvements"** means the Facility and other improvements the Landlord is obligated to construct and install on the Premises as described on exhibit B, as may be amended and supplemented on one or more occasions. The Improvements and all structural and equipment specifications are subject to governmental review and approval prior to commencement of any improvement work. The Landlord and the Tenant hereby approve the prototypical plans on exhibit B, as may be amended and supplemented on one or more occasions (the **"Plans"**). The Landlord shall cause final plans and specifications to be prepared for the construction of the Improvements based upon the Plans, subject to modification by the applicable city or county supervising department (the **"City"**) in order to comply with City requirements and the modifications as are necessary to conform the Plans to the property upon which the Improvements are being constructed. The Landlord shall provide drafts of the Plans and any revisions to the Plans to the Tenant for Tenant's review and comment. If the requested changes do not increase the cost of the Improvements more than trivially, the Landlord shall adopt the Tenant's requested changes to the Plans to the extent permitted by the exercise of the Landlord's good-faith and commercially-reasonable judgment. The Plans, once modified and approved by the City, will be the **"Final Plans."** The construction and installation of the Improvements will be subject to governmental inspection and approval for compliance of the Improvements with the Final Plans.

(2) **“Improvement Cost”** means all preparation costs, design costs, architectural costs, management fee costs, construction costs, landscaping costs, and all other actual costs the Landlord incurs in installing and constructing the Improvements and preparing the Premises for use by the Tenant as reasonably determined by the Landlord. The Landlord shall pay the Improvement Cost necessary to construct the Improvements in accordance with the Final Plans. If the Tenant wants improvements in excess of or in lieu of those described in the Final Plans, the cost of those additional or substituted improvements will be the sole responsibility of the Tenant, and the Tenant shall promptly deliver funds sufficient to cover those additional expenses to the Landlord prior to the Landlord proceeding with the additional improvements. The Landlord has no obligation to construction the additional improvements, and if the Tenant does not deliver that payment on or before five business days after written request by the Landlord, the Landlord may ignore or modify those additions or substitutions in the Landlord’s discretion.

(3) **“Completion”** means the Inspection Approval Date.

(4) **“Force Majeure Delay”** means an unanticipated delay in the critical path of construction due to weather, act of God, unavailability or shortage of labor or materials, national emergency, fire or other casualty, natural disaster, war, delays or actions of governmental authorities or utilities, riots, acts of violence, labor strike, the existence of any Dispute, injunctions in connection with litigation, or other cause that is not within the reasonable control of the Landlord.

(b) **Completion of Improvements.** The Landlord shall notify the Tenant in writing once the Landlord has received documentation from the contractor engaged to construct the Improvements stating that the contractor has completed its work or when the Landlord believes, based on notice from the Landlord’s contractor, that the Improvements have been completed, except for nonmaterial punch-list work (that status, **“Substantial Completion”**). The Landlord shall ask the general contractor that will construct the Improvements to try to cause Substantial Completion to occur on or before August 7, 2019 (the actual date of Substantial Completion, the **“Substantial Completion Date”**), but the Landlord is not required to obtain a contractual obligation from the general contractor to complete the Improvements before that date. The Tenant has 15 days after notice of Substantial Completion (the end of that 15-day period, the **“Inspection Approval Date”**) to inspect the Improvements. If the Tenant believes that the Improvements have not been completed properly, then the Tenant may notify the Landlord in writing within that 15-day period. If the Tenant does not object in writing within that 15-day period, the Tenant will be deemed to agree that the Improvements have been completed as required by this Lease.

(c) **Right to Inspect Improvements.** All parties have the right to inspect the construction of the Improvements at any time subject to notice to the general contractor constructing the Improvements and compliance with reasonable instructions and safety restrictions imposed by the general contractor. The inspection is at the sole risk of the inspecting party. If the Tenant believes that the Improvements are not being properly constructed, then the Tenant shall promptly notify the Landlord in writing and provide all evidence available to the Tenant of the Tenant’s belief. The Landlord shall review the information that the Tenant is relying on to determine if Improvements are not being properly constructed. If the Landlord

agrees with the Tenant, then the Landlord shall notify the applicable contractor of that fact and demand that the contractor correct any work that is not in substantial conformance. If the Landlord does not agree with the Tenant, then the Landlord shall notify the Tenant of that fact. If the Tenant disagrees with the Landlord's decision, then the Tenant may submit the matter to mediation and arbitration as provided in this Lease.

(d) **Warranties.** Upon Completion of the Improvements and written request by the Tenant, the Landlord shall assign to the Tenant, on a nonexclusive basis, all warranties received in connection with the construction and installation of the Improvements to the extent the warranties are assignable.

(e) **Representatives.** Each party designates the respective individuals named below as the party's representative to act on the party's behalf in all matters covered by this Lease. The parties shall make all inquiries, requests, instructions, authorizations, and other communications with respect to the matters covered by this Lease to the applicable representative. The decisions and agreements of a party's representative is binding on the party. A party may change the party's representative at any time by written notice to the other parties. The initial representative of each party for purposes of this paragraph is as follows:

Tenant's representative: Dave Shirey, 702-493-5661, gshirey@charter.one

Landlord representative: Scott Brand, 801-830-8300, scott@schooldev.us

(f) **Meetings.** Until Completion of the Improvements, the designated representatives of the parties shall meet on a regular basis (the frequency of which will be as agreed on one or more occasions by the representatives) regarding the status of construction of the Improvements, scheduling and coordination issues, engineering and design issues, and other similar matters. The Landlord's representative is responsible for scheduling the time and location of the meetings, and shall give the other parties at least five days' prior written notice.

5.2 **Alterations.** In addition to the construction of the Improvements, at any time and on one or more occasions during the Lease Term, the Tenant, at its sole cost and expense, but subject to the Landlord's prior written approval (which may be conditioned on various matters), may make additions and alterations to the Improvements now or hereafter located on the Premises, except that (a) all additions and alterations must be constructed in a first-class, workmanlike manner and must not decrease the value of any of the existing Improvements; and (b) all required approvals of construction must have been obtained from the governmental authorities and utilities having jurisdiction thereof. The Landlord shall in all cases have the right to post on the Premises a "notice of nonresponsibility" prior to commencement of construction and to take other action the Landlord reasonably deems appropriate.

5.3 **Plans and Specifications.** All construction work on the Premises, and all alterations and additions to the Premises, must be done in compliance with and pursuant to the Final Plans and performed by duly licensed and reputable contractors approved by the Landlord.

5.4 **Preapproved Tenant Improvements.** The Tenant may, at the Tenant's sole cost and expense and with the aid of a licensed architect or engineer, construct or cause the construction of the improvements described in exhibit D (the "**Tenant Improvements**"). The

Tenant shall cause the Tenant Improvements to be constructed in accordance with the terms of this Lease and exhibit D (including, without limitation, completing plans and specifications for the Tenant Improvements, submitting those plans and specifications to the Landlord for approval, and obtaining the Landlord's approval prior to commencement of construction). All the Tenant Improvements must be completed in a first-class, workmanlike manner by the Tenant and to the reasonable satisfaction of the Landlord at the Tenant's sole cost and expense, and all materials and equipment incorporated into the Tenant Improvements (i) will be new and free of defects, (ii) will conform to all applicable laws, and (iii) will conform to the final working drawings approved by the Landlord and the Tenant, including all changes or modifications approved by the Landlord.

5.5 Mechanics' Liens. The Tenant shall not allow—and shall indemnify, pay, and hold harmless the Landlord for, from, and against—any mechanics' or other similar lien and claims relating to the Tenant Improvements or the work of any construction, repair, restoration, replacement, or improvement done by or on behalf of the Tenant. The Tenant shall pay or cause to be paid all of those liens and claims before any action is brought to enforce them against the Premises. If the Tenant in good faith contests the validity of any lien or claim, then the Tenant shall, at its expense, defend the Tenant and the Landlord against the lien or claim and shall pay and satisfy any adverse judgment that may be rendered prior to execution of the judgment. If there is any such contest, the Tenant shall, at the request of the Landlord, provide the security and take the steps as may be required by law to release the Premises from the effect of the lien. The Landlord shall not allow, and shall indemnify, pay, and hold harmless the Tenant for, from, and against, any mechanics' lien or other similar lien arising from, or any claim for damage growing out of, the Improvements and the work of any construction, repair, restoration, replacement, or improvement done by or on behalf of the Landlord in connection with the Improvements.

5.6 Expansion Right of First Refusal. The Tenant shall enter into an expansion right of first refusal in the form attached as exhibit E.

ARTICLE 6 TAXES AND ASSESSMENTS

6.1 Payment of Taxes and Assessments. Except as otherwise provided in section 6.3, the Tenant shall pay when due all the following:

(a) all taxes, assessments, levies, fees, fines, penalties, and other governmental charges that are, during the Lease Term, imposed or levied upon or assessed against (i) the Premises, (ii) any Rent or other sum payable by the Tenant pursuant to this Agreement, or (iii) this Lease, the leasehold estate hereby created, or the operation, possession, or use of the Premises

(b) all sales, transaction privilege, gross receipts, or similar taxes (but excluding income taxes) imposed or measured by Base Rent or other amounts payable to the Landlord.

If the Tenant fails to pay any of the foregoing when due, the Landlord, after notice to the Tenant, may pay the amounts. If that occurs, the Tenant shall reimburse the Landlord for all costs incurred by the Landlord as additional rent no later than 20 after notice to the Tenant. Promptly after demand, the Tenant shall deliver to the Landlord proof of payment of all items referred to above that are payable by the Tenant. If any assessment may legally be paid in installments, the Tenant may pay the assessment in installments.

6.2 Prorations. All ad valorem real estate taxes and personal property taxes that are due in the first Lease Year and within one year after the expiration of the Lease Term will be prorated as of the Commencement Date or the date of expiration of the Lease Term, as applicable, on the basis of the fiscal year with respect to which the taxes are assessed, and assuming that the taxes are payable in arrears. The Tenant shall pay the portion of the taxes relating to the periods beginning with the Commencement Date through and including the expiration or earlier termination of this Lease.

6.3 Privilege of Contesting. Upon no less than ten days' prior written notice to the Landlord and the Tenant delivering to the Landlord the bonds or other security as reasonably requested by the Landlord, the Tenant shall have the right to contest any taxes and assessments to be paid by the Tenant. On or before the due date for the applicable tax payment, the Tenant shall post a bond in favor of the Landlord pursuant to the preceding sentence for those tax payments that are due. The Tenant may defer payment of any tax or assessment so long as the legality or the amount thereof is being so contested diligently and in good faith. If at any time payment of the assessment must be paid to prevent the termination by sale or otherwise of the right of redemption of any property or to prevent physical eviction of either the Landlord or the Tenant because of nonpayment, the Tenant shall pay the same to prevent those consequences. A contest by the Tenant is at the cost of the Tenant, and the Tenant shall pay all costs incurred by the Landlord relating to the contest. Each refund of any assessment so contested will be paid to the Tenant, and the Landlord shall not, without prior approval of the Tenant, make or enter into any settlement, compromise, or any disposition of any contest or discontinue or withdraw any contest or accept any refund, other adjustment, or credit of any such tax or assessment as a result of any contest. If there are any refunds of the taxes or assessment at the end of the Lease Term, the amounts will be prorated between the Landlord and the Tenant as stated in section 6.2. Penalties and interest that become due as a result of any a contest by the Tenant shall be paid by the Tenant.

ARTICLE 7 REPAIRS AND MAINTENANCE

7.1 Tenant's Inspection of the Premises. The Tenant represents and warrants to the Landlord that the Tenant has inspected and assessed the Premises and is accepting the Premises "as-is." The Tenant (1) represents, warrants, and agrees that the Tenant has not relied upon the accuracy or completeness of any express or implied representation, warranty, statement, or information of any nature made or provided by or on behalf of the Landlord, except for the representations and warranties of the Landlord expressly stated in this Lease and (2) waives any right the Tenant may have against the Landlord with respect to the inaccuracy in any representation, warranty, statement, or information that is not in this Lease or with respect to any omission or concealment, on the part of the Landlord or any representative of the Landlord, of

any potentially material information. The Landlord shall provide to the Tenant with a preliminary title report (the “**Preliminary Report**”) for the Land to notify the Tenant of title matters on the Land (collectively, the “**Title Items**”). Except to the extent the Tenant notifies the Landlord otherwise in writing on or before five business days after the Tenant receives the Preliminary Report, the Tenant hereby waives all claims relating to the Title Items that the Tenant may have against the Landlord relating to those Title Items.

7.2 Additional Obligations of the Tenant

(a) During the Lease Term, the Tenant shall maintain the Premises and all of the improvements on the Premises in good and safe condition (as those terms are generally defined and accepted under applicable standards of practice, custom, and applicable law) and shall make all appropriate repairs, replacements, and renewals (foreseen or unforeseen, ordinary or extraordinary) to maintain that state of repair and condition. The parties intend for the Landlord to have no liability for any of the foregoing, for the Landlord to obtain possession of the improvements at the end of the Lease Term, and for the improvements to be in good repair and condition at that time, reasonable wear and tear and insured casualty loss excepted.

(b) During the Lease Term, the Tenant shall also maintain all buildings, HVAC, windows and plate glass, wiring, plumbing, roadways, driveways, parking areas, landscaping, sidewalks, fencing, lighting, retention areas, drainage and utility facilities, other improvements on, in, or under the Premises, and all other elements of the Premises. The Tenant shall ensure all improvements, additions, alterations, maintenance, and repairs necessary for the Premises and all improvements thereon to be in compliance with the Americans with Disabilities Act. The Tenant waives any law that may require any duty of repair by the Landlord or permit the Tenant to make repairs at the expense of the Landlord. The Tenant’s foregoing obligations do not include or extend to issues related to the structural integrity of the Facility. If the Tenant neglects the obligations in this section 7.2(b), the Landlord may, but is not required to, take over management and maintenance of the Premises and charge the costs and reasonable management fees to the Tenant. The Tenant shall promptly pay those amounts as additional rent.

(c) Beginning with the 36th month of the Lease Term and each month thereafter, the Tenant shall maintain and deposit monthly to a separate bank account held jointly in the name of the Tenant and the Landlord that requires the signature of both the Landlord and the Tenant for any withdrawal or transfer, an amount equal to 1% of the monthly Base Rent in a reserve account to be spent solely for the upkeep of the Premises. This requirement will increase to 2% of the Base Rent on the 48th month of the Lease Term and thereafter. These funds must be used for capital improvement items with the intent to maintain the Premises in a condition similar to the condition on the Commencement Date. Those maintenance items include HVAC, exterior improvements such as exterior paint, roofing, parking lot repaving, major plumbing items, and the similar capital expenditure items. The expenditure of these funds must be mutually agreed to between the Tenant and the Landlord, except that the Tenant shall approve any expenditure necessary to keep the Premises and Facility in good and safe condition, substantially similar to the condition of the Premises as delivered on the Commencement Date. Notwithstanding the foregoing, if the reserve account exceeds \$100,000, the Tenant shall not be required to deposit the monthly amount so long as the account balance exceeds \$100,000, but shall make additional monthly contributions to restore the account to \$100,000 if the balance in

the reserve account falls below \$100,000 for any reason, including because of draws upon the account for capital expenditures.

7.3 **Landlord Warranty.** Notwithstanding anything to the contrary in this Lease, the Landlord shall warrant the Improvements against material defects for a period of one year following the Substantial Completion.

ARTICLE 8 UTILITIES

During the Lease Term, the Tenant agrees to pay, when due, and to indemnify, defend, and hold harmless the Landlord and the Premises from any liability for charges for water, sewer, gas, electricity, telephone, internet, CATV, and all other utility services of every kind and nature supplied to and used on the Premises, including, without limitation, all connection fees and pending assessment charges that accrue after the Commencement Date. Any interruptions or impairments of utility services of any nature or in any manner whatsoever will not affect any of the Tenant's obligations under this Lease unless caused by the Landlord's reckless disregard of the consequences of its act or failure to act or intentionally causing consequences, in which case rent will be equitably abated during the period of the interruption or impairment based on the portion of the Premises that are not useable as a result of the interruption or impairment.

ARTICLE 9 INSURANCE AND INDEMNITY

9.1 **Indemnity.** After the Commencement Date, the Landlord is not liable for—and the Tenant shall pay, indemnify, and hold harmless the Landlord Indemnitees from—all liability relating in any way to the Premises other than to the extent the liability resulted directly from the Landlord's reckless disregard for the consequences of an act or failure to act, or its intentionally causing those consequences. These indemnities shall survive the termination of this Lease.

9.2 **Casualty Insurance.** The Tenant shall keep all improvements, equipment, and fixtures on the Premises insured for the benefit of the Landlord and the Tenant, each named as coinsureds and at 100% of full replacement cost, against loss or damage from fire and other risks normally insured against. The Tenant hereby assigns the Landlord all proceeds from those policies except to the extent the proceeds are payable for any property that would remain the property of the Tenant upon the termination of this Lease.

9.3 **Comprehensive Liability Insurance.** The Tenant shall maintain in force an insurance policy or policies that name the Landlord and the Tenant as insured parties insuring against all liability resulting from injury or death occurring to persons on or about the Premises, with limits for each occurrence of not less than \$1,000,000 per person and \$3,000,000 per occurrence combined single limit, with respect to personal injury, death, and property damage. The Tenant shall retain possession of the original of the policies. Upon request, the Tenant shall promptly deliver to the Landlord a copy of the full policy. The Tenant shall also maintain all workmen's compensation insurance on its employees, if any, required under the applicable law. Notwithstanding the foregoing in this Article 9, if the Landlord's lender reasonably requires

additional insurance or different coverages, the Tenant shall comply with those additional insurance and coverage requirements.

9.4 Rental Insurance. The Tenant shall maintain in full force a rental value insurance policy covering risk of loss due to the occurrence of any of the hazards described in the preceding sections of this Article 9, in an amount sufficient to prevent the Landlord from becoming a coinsurer, but in any event, in an amount not less than 100% of the then full rental income fixed by this Lease including all Rent.

9.5 Policy Requirements. All insurance policies required under this Article 9 must be issued by a company or companies with an “A” company rating and a financial rating of Class XII or better by the then most current edition of Best’s Insurance Guide (or if that guide is no longer published, then having a comparable rating as specified by the Landlord), responsible and authorized to do business in the state in which the Premises are located, and must be approved by the Landlord. All policies referenced in this Article 9 must name the Landlord as an additional insured. The Tenant shall deliver certificates of coverage to the Landlord for the policies required by this Article 9 and shall deliver updated certificates of coverage upon the expiration of the prior certificates of coverage. All such policies must be written as primary policies, not contributing with and not in excess of any coverage that the Landlord may carry. At least 20 days before the expiration of the policies, the Tenant shall furnish the Landlord with renewals or binders. If the Tenant does not procure and maintain the required insurance, the Landlord may, but is not obligated to, procure the insurance on the Tenant’s behalf and all sums paid by the Landlord will bear interest at the rate of 12% and will be immediately due and payable. The Tenant shall have the right to provide the insurance coverage pursuant to blanket policies obtained by the Tenant so long as the blanket policies expressly afford coverage to the Premises and to the Landlord as required by this Lease.

9.6 Mutual Release of Subrogation Rights. Without in any way limiting the obligations in this Article 9, the Tenant and the Landlord each hereby release and relieve the other and the officers, directors, owners, shareholders, employees, agents, and representatives of the other, and waive their entire right of recovery against the other and the officers, directors, owners, shareholders, employees, agents, and representatives of the other, for loss arising out of or incident to the perils insured against under this Article 9, which perils occur on the Premises, whether due to the negligence of the Landlord or the Tenant or their agents, employees, contractors, concessionaires or invitees, but only to the extent of insurance proceeds actually paid. The Tenant shall, upon obtaining the policies of insurance required by this Article 9, give notice to and obtain waiver of subrogation agreements or endorsements from the insurance carrier or carriers concerning the foregoing mutual waiver of subrogation in this Lease.

ARTICLE 10

ASSIGNMENT AND SUBLETTING

10.1 Prohibition against Assignment. The Tenant shall not assign or sublease all or part of this Lease without the Landlord’s prior written consent, except that the Landlord shall not object to the assignment by the Tenant to a subsidiary or affiliated entity or entities. An assignment or sublease in breach of this section 10.1 is null and void.

10.2 Subleases Subject to this Lease. If consented to by the Landlord, a sublease is subject to all of the terms of this Lease, and each subtenant, by accepting any sublease and entering into possession of any portion of the Premises, will be deemed to have covenanted directly with the Landlord to observe and perform all of the provisions of this Lease as they relate to the portion of the Premises subject to the sublease. No assignment or sublease releases the Tenant from the obligations of the Tenant. The consent by the Landlord to any assignment or sublease by the Tenant will not relieve the Tenant of any obligation to be performed by the Tenant under this Lease, whether occurring before or after the consent, assignment, or sublease. The consent by the Landlord to any assignment or sublease does not relieve the Tenant from the obligation to obtain the Landlord's written consent to any other assignment or sublease. The acceptance of rent by the Landlord from any other person or legal entity will not be deemed to be a waiver by the Landlord of any provision of this Lease or to be a consent to any assignment, subletting, or other transfer. The Tenant shall pay the Landlord the amounts of any increase in costs or expenses incident to the occupancy of the Premises by an assignee or subtenant, including, without limitation, reasonable attorney's fees incurred in connection with assessing the assignment or sublease transaction and giving or withholding the consent.

10.3 Landlord's Right to Assign. The Landlord is entitled to assign its interest under this Lease without the consent of the Tenant. If the Landlord assigns that interest, the Landlord will, from and after the date of the assignment, be relieved of all liability and obligation to the Tenant under this Lease, and all that liability and obligation will, as of the time of the assignment or on the Commencement Date, whichever is later, automatically pass to the Landlord's assignee. This Lease will not be affected by any assignment, sale, or transfer of the Premises, and the Tenant shall attorn to the purchaser or other transferee. If a sale or conveyance by the Landlord of the Landlord's interest in the Premises other than a transfer for security purposes only, the Landlord shall be relieved from and after the date specified in any notice of transfer of all obligations and liabilities to the Tenant that accrue after that sale or conveyance on the part of the Landlord, except that funds in the possession of the Landlord at the time of transfer in which the Tenant has an interest will be delivered to the successor of the Landlord.

ARTICLE 11 DAMAGE AND DESTRUCTION

11.1 No Abatement of Rent. No damage to or destruction of Improvements will effect an abatement or reduction in Rent or other obligation. The Tenant waives any provisions of law to the contrary.

11.2 Damage or Destruction. If Improvements are damaged during the Lease Term by any casualty that is required to be covered by a policy of insurance to be maintained pursuant to Article 9, the Tenant shall repair or rebuild the Improvements so that the repaired or rebuilt Improvements have at least the same values as the Improvements immediately prior to the damage or destruction. At the option of the Landlord, the Landlord may have control of and direct the repair or rebuild of the Improvements.

ARTICLE 12 CONDEMNATION

12.1 **Eminent Domain; Cancellation.** If all the Premises are taken by any entity with the power of eminent domain (a “**Condemning Authority**”) or if the Premises are conveyed to a Condemning Authority by a negotiated sale, or if part of the Premises is so taken or conveyed so that the use of the remaining Premises is materially interfered with, or such that the Improvements cannot be rebuilt so that upon completion the Tenant may again use the Premises without substantial interference, the Tenant may terminate this Lease by giving the Landlord written notice on or before 60 days after the occurrence of any of the foregoing and that termination will be effective as of the date of the transfer to the Condemning Authority. If this Lease is terminated pursuant to this section 12.1, the Landlord shall promptly refund to the Tenant any Rent prepaid beyond the effective date of termination.

12.2 **Partial Takings.** If part of the Premises or the Improvements are taken or conveyed without materially interfering with the use of the Premises, this Lease will not terminate, and Rent will not abate. In that event, the Landlord will receive the portion of the award attributable to the value of the fee title estate taken, and the Tenant will be entitled to all remaining awards and other compensation or sums, and the Tenant shall apply all those amounts the Tenant receives to the extent necessary to pay the cost of restoring the Improvements and the Premises to a complete architectural unit suitable for the Tenant’s use on the Premises.

12.3 **Basis of Awards.** No award for any taking will be apportioned—and the Tenant hereby assigns to the Landlord any award that may be made in the taking or condemnation—together with all rights of the Tenant arising from the award or any portion of the award, except that nothing contained in this section 12.3 will be deemed to give the Landlord any interest in or to require the Tenant to assign to the Landlord any award made to the Tenant for the taking of personal property and fixtures belonging to the Tenant, for the interruption of or damage to the Tenant’s business, or for the Tenant’s unamortized cost of leasehold improvements. No temporary taking of the Premises or the Tenant’s right in the Premises or under this Lease will terminate this Lease or give the Tenant any right to any abatement of rent thereunder, and any award made to the Tenant by reason of a temporary taking will belong entirely to the Tenant, and the Landlord is not entitled to any portion of it.

ARTICLE 13 LANDLORD FINANCING

13.1 **Landlord’s Mortgage.** The Landlord is entitled to encumber the Landlord’s interest in the Premises by one or more mortgages, deeds of trust, assignments of rents and leases, security agreements, or otherwise (in each case, a “**Landlord Mortgage**”). As a condition to any Landlord Mortgage, the Landlord shall obtain a nondisturbance agreement from each secured party providing that the secured party will not disturb the Tenant’s enjoyment of the Premises under the Lease so long as the Tenant is not in default under the Lease beyond the applicable cure period.

13.2 **Attornment.** If the holder of any Landlord Mortgage succeeds to the rights of the Landlord under this Lease, then at the option of that successor, the Tenant shall attorn to and recognize that successor as the Tenant’s landlord under this Lease and shall promptly execute and deliver any instrument that may be necessary to evidence that attornment.

13.3 Prohibition of the Tenant's Mortgage. The Tenant is not entitled to mortgage or encumber its interest in this Lease. Any encumbrance in breach of this section is null and void.

13.4 Subordination. This Lease, at the Landlord's option, is subject and subordinate to the lien of any mortgages or deeds of trust in any amount or amounts whatsoever now or hereafter placed on or against the Premises, the Improvements, or on or against the Landlord's interest or estate therein, without the necessity of the execution and delivery of any further instruments on the part of the Tenant to effectuate the subordination. Notwithstanding anything to the contrary in this article or Article 15, this Lease will remain in full force and effect for the full term of this Lease, including any extensions, so long as the Tenant is not in default under the Lease. The Landlord agrees to provide to the Tenant a nondisturbance agreement from its lender and any subsequent lenders. The Tenant shall execute and deliver upon demand such further instruments evidencing the subordination of this Lease to the lien of any Landlord Mortgages as may be reasonably requested by the Landlord.

13.5 Estoppel Certificates

(a) **Delivery of Tenant Estoppel Certificate.** The Tenant shall on one or more occasions—upon ten days' prior written notice from the Landlord—sign, notarize, and deliver to the Landlord, or the holder of any Landlord Mortgage or other persons or entities as the Landlord may designate, a statement in writing, all limited to the Tenant's actual knowledge, (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of the modifications and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any; (ii) acknowledging that there are not any uncured defaults on the part of the Landlord hereunder, or specifying the defaults if any are claimed; (iii) acknowledging that the Tenant has unconditionally accepted the Premises, is in possession thereof, and no defense to enforcement of the Lease exists; (iv) agreeing to provide any Landlord mortgagee with the opportunity to cure defaults by the Landlord; and (v) agreeing not to amend, cancel, or assign (except to affiliates as approved by the Landlord) the Lease without the prior written consent of any holder of a Landlord Mortgage. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises.

(b) **Consequences If Tenant Estoppel Certificate Not Delivered.** At the Landlord's option, the Tenant's failure to deliver the statement pursuant to section 13.5(a) within the required time will be a material breach of this Lease. The Tenant's failure will also be conclusive upon the Tenant (i) that this Lease is in full force and effect, without modification, except as may be represented by the Landlord; (ii) this Lease constitutes the entire agreement between the Landlord and the Tenant with respect to the Premises and, except as stated in this Lease, the Tenant does not claim any right, title, or interest in the Premises or any part thereof, (iii) that there are no uncured defaults in the Landlord's performance; (iv) that not more than one month's rent has been paid in advance; (v) that the Tenant is in possession of the Premises; (vi) that no defenses exist to the enforcement of the Lease; and (vii) that the Tenant agrees to be bound by this Lease.

ARTICLE 14

ADDITIONAL COVENANTS

14.1 Representations. The Tenant hereby represents and warrants to the Landlord as follows:

(a) The Tenant is duly organized, validly existing, and in good standing under the laws of the state of formation of the Tenant.

(b) The Tenant has the power and authority to enter into and to perform its obligations under this Lease. The execution and delivery of this Lease and performance by the Tenant of the Tenant's obligations under this Lease have been duly authorized by all necessary action.

(c) This Lease has been duly executed and delivered by the Tenant.

(d) The execution and delivery of this Lease and the performance of the terms of this Lease by the Tenant (i) will not conflict with or result in a violation of any applicable law or rule affecting the Tenant; (ii) will not conflict with or result in a violation of any judgment, order, or decree of any court or governmental agency; (iii) will not breach the terms of any instrument, document, or agreement to which the Tenant is a party or by which the Tenant or any of Tenant's property is bound.

(e) No consent, license, approval, or authorization of any governmental authority, bureau, or agency is required for the execution, delivery, performance, validity, and enforceability of this Lease by or against the Tenant, except those that have previously been obtained.

14.2 Financial Condition. On one or more occasions, the Landlord may request from the Tenant, and the Tenant shall deliver, a copy of the Tenant's most recent financial statements as to the Tenant's financial condition, including those prepared by an outside accountant, and all other information about the Tenant that the Landlord may reasonably request. The request may include, among other things, copies of the last two years' federal tax filings, profit and loss statements of the current and previous fiscal year, balance sheets as of the end of those years, copies of reports submitted to the chartering agency, financial audits, number of students enrolled, number of students on waiting lists, and all expenditures. The Tenant shall deliver the requested documents no later than 15 days after written request to the extent the documents are reasonably available, or if they are not reasonably available during that 15-day period, the Tenant shall use reasonable efforts to provide the requested documents as promptly as reasonably possible.

14.3 Charter Status. The Tenant represents and warrants to the Landlord that the Tenant has all necessary licenses and authorizations necessary to operate as a charter school (those approvals, the "**Charter**"). The Tenant shall maintain the Charter as valid and in good standing at all times during the Lease Term. The Tenant shall comply with all applicable laws relating to charter schools (those applicable laws, "**Charter School Regulations**").

14.4 **Lender Requirements.** The Tenant shall, at all times, be in compliance with all terms established or required by any third party lender (“**Lender**”) relating to the Premises (those requirements, the “**Lender Requirements**”) contained in any loan agreement (“**Loan Agreement**”) entered into between a Lender and the Landlord. Those requirements may include, without limitation, the following:

(a) The Tenant taking action to cause any applicable state to pay all ADM and state equalization payments and other public monies into a control account maintained with a designated paying agent bank as instructed by a Lender.

(b) The Tenant maintaining a lease intercept account with a paying agent bank or depository bank as instructed by a Lender.

(c) The Tenant complying with additional covenants required by any Loan Agreement and considered normal and reasonable for a Lender to require. Examples of common requirements are attached as exhibit F.

14.5 **Charter School Requirements**

(a) The Tenant shall comply with all requirements and covenants of its Charter as required by the charter authorizer (“**Authorizer**”).

(b) The Tenant shall provide the Landlord with copies of all correspondence required by the Authorizer and all financial reports required by the Authorizer and applicable department of education in the required form.

(c) The Tenant shall provide the Landlord with internally-generated quarterly financial statements before 45 days after the end of each calendar quarter.

(d) The Tenant shall provide the Landlord and the Lender with copies of the Tenant’s unqualified audited financial statements before 180 days after the end of the Tenant’s fiscal year.

(e) The Tenant shall not incur any indebtedness in excess of \$50,000 without the prior written consent of the Lender.

(f) The Tenant shall operate the school in a manner to maintain the current enrollment and to achieve the enrollment projections provided by the Tenant to the Landlord during the Landlord’s due diligence.

ARTICLE 15 DEFAULT

15.1 **Events of Default.** Any one or more of the following constitute an event of default (“**Events of Default**”) under this Lease:

(a) **Breach of Obligations.** If the Tenant does any one or more of the following:

(1) Fails to pay any Rent or other amount on or before the date due and that failure is not cured before five days after written notice from the Landlord

(2) Fails to provide insurance coverage as required by this Lease, and that failure is not cured before ten days after written notice of the breach

(3) Makes any material misrepresentation or any material false statement to the Landlord or the Landlord's agents in any document delivered to the Landlord in connection with the negotiations of this Lease

(4) Abandons or enters into negotiations to abandon the Premises or vacate the Premises; fails to occupy the Premises upon the completion of the construction of the Premises; or admits that the Tenant does not intend to occupy the Premises upon completion of the construction of the Premises

(5) Breaches this Agreement and that breach is not cured before 30 days after written notice of the breach, or if the cure will reasonably take longer than 30 days but not more than 60 days to cure, the cure is not started within the 30-day period or once started is not pursued diligently to completion.

(b) **Bankruptcy.** If the Tenant (i) files a petition in bankruptcy, for reorganization, or for an arrangement pursuant to any federal or state bankruptcy law or any similar law; (ii) is adjudicated a bankrupt; (iii) makes an assignment for the benefit of creditors; (iv) admits in writing its inability to pay its debts generally as they become due; or (v) if a petition or answer proposing the adjudication of the Tenant as a bankrupt or its reorganization pursuant to any bankruptcy law or any similar law is filed in any court and the Tenant consents to or acquiesces in the filing or the petition or answer is not discharged or denied before 120 days after the occurrence of any of those events in this clause (v).

(c) **Other Insolvency Events.** If a receiver, trustee, or liquidator of the Tenant or if all or substantially all of the assets of the Tenant or of the Premises or the Tenant's leasehold interest therein are appointed in any proceeding brought by the Tenant, or if any such receiver, trustee, or liquidator is appointed in any proceeding brought against the Tenant and is not be discharged within 120 days after the occurrence thereof, or if the Tenant consents to or acquiesces in the appointment.

(d) **Debt Service Coverage.** A failure of the Tenant to maintain a minimum debt service coverage ratio of 115% as reasonably calculated by the Landlord or a Lender.

(e) **Lender Requirements.** The failure of the Tenant to comply with the Lender Requirements in accordance with Section 14.4, or to cure such noncompliance within ten days of notice of noncompliance.

(f) **License.** The failure of the Tenant to maintain its Charter or the failure of the Tenant to comply with the Charter School Regulations or other applicable law, and that failure is not cured before 15 days after written notice of the failure.

15.2 **Remedies.** If there is an Event of Default, the Landlord has, among others, the following rights and remedies to the maximum extent available or permitted under applicable law:

(a) **Right to Terminate.** The Landlord may give the Tenant notice of the Landlord's termination of the Lease. Upon the giving of notice, the term of this Lease and the estate hereby granted will expire and terminate on the date in the notice with the same effect as if that date were the date in this Lease fixed for the expiration of the Lease Term, and all rights of the Tenant hereunder (and all rights of the Tenant under the options described in this Lease) will terminate. But the Tenant will remain liable as provided in this Lease. Upon termination of this Lease, all improvements to the Premises will automatically belong to the Landlord, except that the Tenant may remove all school-related furniture, trade fixtures, and equipment that belong to the Tenant pursuant to this Lease.

(b) **Right to Re-enter.** At the Landlord's option and without waiving any default by the Tenant, the Landlord may continue this Lease in full force and effect and collect all Rent and any other amounts to be paid by the Tenant under this Lease as and when due. The Landlord may, whether or not the term of this Lease has been terminated, re-enter and repossess the Premises by summary proceedings, ejectment, or in any lawful manner the Landlord determines to be desirable and to remove all persons and property from the Premises. No re-entry or repossession of the Premises by the Landlord will be construed as an election by the Landlord to terminate this Lease unless a notice of that termination is given to the Tenant pursuant to 15.2(a).

(c) **Reletting of the Premises.** At any time on one or more occasions after the re-entry or repossession of the Premises, whether or not the term of this Lease has been terminated, the Landlord shall use reasonable efforts to relet the Premises for the account of the Tenant at a rental that is reasonable in light of the then-existing market conditions in the community, in the name of the Tenant, the Landlord, or otherwise, without notice to the Tenant, for the term and on the other terms and for the uses as the Landlord may determine. The Landlord may collect and receive any rents payable by reason of that reletting. The Landlord is not obligated to relet the Premises for a purpose other than as a charter school.

(d) **No Release.** No expiration or termination of the Lease pursuant to this Lease, by operation of law, or otherwise; no re-entry or repossession of the Premises; and no reletting of the Premises will relieve the Tenant of the Tenant's obligations under this Lease, all of which will survive any such expiration, termination, re-entry, repossession, or reletting.

(e) **Damages.** If this Lease expires or is terminated or the Landlord re-enters or repossesses the Premises because of an Event of Default, the Tenant shall pay the Landlord all Rent, additional rent, and all other amounts due to the Landlord to and including the date of that expiration, termination, re-entry, or repossession. Thereafter, the Tenant shall, until the end of what would have been the term of this Lease in the absence of the expiration, termination, re-entry, or repossession, and whether or not the Premises has been relet, be liable to the Landlord for, and shall pay to the Landlord, as liquidated and agreed current damages all of the following: (i) all Base Rent on a current basis and all additional rent and other sums that would be payable under this Lease by the Tenant in the absence of the expiration, termination, re-entry, or

repossession, less (ii) the net proceeds, if any, of the reletting affected for the account of the Tenant pursuant to this section 15.2(c), after deducting from those proceeds all expenses of the Landlord in connection with the reletting (including, without limitation, all repossession costs, brokerage commissions, attorneys' fees and expenses (including fees and expenses of appellate proceedings), employees' expenses, alteration and construction costs and expenses of preparation for the reletting, and other expenses related to the Tenant's default). The Tenant shall pay the current damages on the days on which Base Rent would be payable under this Lease in the absence of the expiration, termination, re-entry, or repossession, and the Landlord is entitled to recover the same from the Tenant on each such day.

15.3 Landlord's Rights. Subject to applicable law, on or before 30 days after receipt of written notice by the Landlord of the Tenant, the Tenant shall

- (a) implement any reasonable administrative programs, oversight, or training reasonably requested by the Landlord;
- (b) deposit all funds into an account specified by the Landlord;
- (c) engage consultants selected by the Landlord to provide specialized or targeted technical assistance and promptly comply with instructions and recommendations from those consultants; and
- (d) enter into a tenant management services agreement with a recognized tenant management company selected by the Landlord and promptly comply with instructions and recommendations from that management company.

15.4 Remedies Not Exclusive. No right or remedy in this Lease is intended to be exclusive of any other right or remedy, and each and every right and remedy will be cumulative and in addition to any other right or remedy given under this Lease or available by applicable law.

ARTICLE 16 DISPUTE RESOLUTION

16.1 Mediation. If a dispute arises out of or relates to this Lease, and if the dispute cannot be settled through negotiation, the parties shall first try in good faith to settle the dispute by mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. The mediation will take place in Salt Lake City, UT.

16.2 Arbitration.

(a) If a party believes that a dispute exists, the party may notify the other parties by written notice (a "**Dispute Notice**"). The Dispute Notice must identify and describe the dispute in reasonable detail. On or before 90 days after a Dispute Notice is delivered by one party to the other parties (that period, the "**Final Position Period**"), each party shall submit to the other parties the party's final and best position as to the dispute (that submission, a "**Final Position**"). A party may not change their Final Position after the Final Position Period unless agreed by all the parties. The parties may, however, make settlement proposals after the Final

Position Period, but those proposals may not be submitted to or considered by the arbitrator. Promptly after the Final Position Period, and in no event more than 30 days after the Final Position Period, the parties shall meet and attempt in good faith to resolve the dispute. If the dispute is not resolved at that meeting, any party may submit the dispute to arbitration.

(b) Any dispute that is not settled through mediation or the process in section 16.2(a), will be settled by arbitration in Salt Lake City, UT, in accordance with the Utah Uniform Arbitration Act, and judgment on the award rendered by the arbitrator—if not paid or otherwise settled in full before 30 days after the date of the award—may be entered in any court of competent jurisdiction.

(c) Subject to section 16.3, the arbitrator shall select one of the Final Positions of all parties. The parties acknowledge and agree to the risks associated with limiting the arbitrator to selecting one Final Position rather than making a general arbitration award. The parties shall use reasonable efforts to cause the arbitrator to render the arbitrator's decision on or before 90 days after the designation of the arbitrator, and the parties shall cooperate with each other and the arbitrator in the conduct of the arbitration to permit that timing. If the arbitrator determines the arbitrator cannot practically render a decision within the 90-day period, the arbitrator may extend the 90-day period to be the shortest reasonable period allowing for expedited discovery. All mediation and arbitration will be confidential. The unsuccessful parties shall pay all reasonable costs (including attorney's fees) related to the dispute of the prevailing party in an arbitration proceeding.

16.3 Final-Positions Approach Not Applicable to Cost Disputes. Notwithstanding anything to contrary in this Article 16, the provisions of section 16.2 requiring the parties to submit (and the arbitrator to choose between) Final Positions will not apply to any dispute related to the costs payable by a party. For any such cost dispute or portion of a dispute that relates to costs payable by one party to another, no party is required to submit a Final Position, and the arbitrator shall make its determination without constraint as to the Final Positions of the parties.

ARTICLE 17 OPTION TO PURCHASE

17.1 Option to Purchase. So long as no Event of Default then exists, the Tenant has an option to purchase fee title to the Premises after the 18th month of the lease term pursuant to the option to purchase attached as exhibit G and signed by the Landlord and the Tenant in connection with this Lease. The purchase price shall be 120% of the total development costs between the 19th and 31st month anniversary of the issuance of the certificate of occupancy issued by the requisite governing authority authorizing Tenant to occupy the Premises (the "C of O"), 122% of the total development costs between the 32nd and 44th month anniversary of the Cof O, and 124% of the total development costs between the 45nd and 57th month anniversary of the Cof O.

17.2 Survival upon Exercise of Option. All obligations of the Landlord and the Tenant included in sections 4.3, 5.5, Article 6, Article 9, Article 16, and Article 18 will survive the Tenant's exercise of the option and the conveyance of the Premises to the Tenant.

ARTICLE 18 GENERAL PROVISIONS

18.1 **Broker's Commission.** The Tenant and the Landlord represent and warrant to each other that there are no claims for brokerage commissions or finder's fees in connection with this Lease, and each shall pay and indemnify the other against all liabilities arising from any claims, including related attorneys' fees, relating to claims arising out of the other's actions.

18.2 **Quitclaim.** At the expiration or earlier termination of this Lease, the Tenant shall execute, acknowledge, and deliver to the Landlord, on or before five days after written demand, any quitclaim deed or other document deemed necessary or desirable by the Landlord's counsel to remove the cloud of this Lease from the real property subject to this Lease.

18.3 **Notices.** Each party giving or making any notice, request, demand, or other communication (each, a "**Notice**") pursuant to this Lease must give the Notice in writing and use one of the following methods of delivery, each of which, for purposes of this Lease, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), nationally-recognized overnight courier (with all fees prepaid), facsimile, or PDF (portable document format) attached to an email. Any party giving a Notice must address the Notice to the appropriate person at the receiving party (the "**Addressee**") at the address stated below or to another Addressee or another address as designated by a party in a Notice given to the other parties pursuant to this section. Except as may be expressly stated otherwise in this Lease, a Notice is effective only if the party giving the Notice has complied with this section and the Addressee has received the Notice. A Notice is deemed received as follows: (a) if a Notice is delivered in person, sent by registered or certified mail, or sent by nationally-recognized overnight courier, upon receipt as indicated by the date on the receipt; (b) if a Notice is sent by facsimile, upon receipt by the party giving the Notice of an acknowledgment or transmission report generated by the machine from which the facsimile was sent indicating that the facsimile was sent in its entirety to the Addressee's facsimile number; and (c) if a Notice is sent as a PDF attachment to an email, upon proof the email was sent. If the Addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no or improper Notice was given, then the Notice is deemed delivered and received by the Addressee upon the rejection, refusal, or inability to deliver. If a Notice is received after 5:00 p.m. on a business day where the Addressee is located, or on a day that is not a business day where the Addressee is located, then the Notice is deemed received at 9:00 a.m. on the next business day where the Addressee is located.

If to Landlord:	Schoolhouse Development, LLC Attn: Scott M. Brand 3115 East Lion Lane, Suite 300 Salt Lake City, Utah 84121 Facsimile: None Telephone (for verification purposes only): (801) 278-0800 Email: scott@schooldev.us
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With a copy to:	Carman Lehnhof Israelsen LLP Attn: Mark R. Carman
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299 S. Main Street, Suite 1300
Salt Lake City, Utah 84054
Facsimile: 801-494-5515
Telephone (for verification purposes only): 801-649-4929
Email: mcarman@clilaw.com

If to Tenant: American Leadership Academy Summerlin Inc.
Attn: Dave Shirey
498 Boulder Highway, Henderson, NV 89015
Facsimile:
Telephone (for verification purposes only): 702-493-5661
Email: gshirey@charter.one

With a copy to:

Attn:

Facsimile:
Telephone (for verification purposes only):
Email:

18.4 Confidentiality

(a) **Obligation to Maintain Confidentiality.** Except as otherwise required by law, the Tenant shall not, and shall cause each of the Tenant's directors, officers, employees, agents, and representatives (collectively, the "**Representatives**") not to disclose the Confidential Information to any person or entity other than the Representatives of the Tenant that need to know the Confidential Information for appropriate business purposes and agree to be bound by the provisions of this section.

(b) **Definition of Confidential Information.** "Confidential Information" means all information relating to the terms of this Lease and the business of the Landlord or Schoolhouse Development LLC, a Utah limited liability company. The term "Confidential Information" excludes information that becomes generally publicly available other than as a result of disclosure by the Tenant or any of the Tenant's Representatives or becomes available to the Tenant on a nonconfidential basis from a third party that is not bound by a similar duty of confidentiality.

18.5 **Amendments.** The parties may amend this Lease only by a written agreement signed by all of the parties that identifies itself as an amendment to this Lease.

18.6 **Waivers.** The parties may waive any provision in this Lease only by a writing signed by the party or parties against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy or in requiring the satisfaction of any condition under this Lease, and no act, omission, or course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose for which the waiver was obtained. A

waiver once given is not to be construed as a waiver on any future occasion or against any other person.

18.7 Severability. If any provision of this Lease is determined to be invalid, illegal, or unenforceable, (a) the remaining provisions of this Lease remain in full force if the essential terms of this Lease for each party remain valid and enforceable, and (b) the parties shall substitute a valid and enforceable provision that, to the maximum extent possible under applicable law, preserves the economic positions and original intentions of the parties as to the invalid, illegal, or unenforceable provision.

18.8 Entire Agreement. This Lease constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Lease. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Lease are expressly merged into and superseded by this Lease. The provisions of this Lease may not be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings. In entering into this Lease, the parties represent, warrant, and agree that they have not relied upon the accuracy or completeness of, whether express or implied, any statement, information, representation, warranty, or agreement of another party except for those expressly contained in this Lease. There are no conditions precedent to the effectiveness of this Lease other than those expressly stated in this Lease.

18.9 Counterparts; Facsimile and Electronic Signatures. The parties may sign this Lease in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of a signed counterpart signature page by facsimile or electronically is as effective as signing and delivering this Lease in the presence of the other parties to this Lease. This Lease is effective upon delivery of one executed counterpart from each party to the other parties. In proving this Lease, a party must produce or account only for the signed counterpart of the party to be charged.

18.10 Transaction Costs. Except as expressly provided in this Lease, each party will pay the fees and expenses of the party's agents, representatives, attorneys, and accountants and all the party's other fees and expenses incurred in connection with the negotiation, drafting, signing, delivery, and performance of this Lease and the transactions it contemplates.

18.11 Third-Party Beneficiaries. This Lease does not and is not intended to confer any rights or remedies upon any person other than the signatories, except that the nonparties indemnified pursuant to this Lease and Schoolhouse Development LLC are express third-party beneficiaries of this Lease and may enforce this Lease as if a party to this Lease.

18.12 Interpretation. This Lease will not be construed in favor of or against any party because of authorship or for any other reason.

18.13 Time of Essence. With regards to all dates and time periods in this Lease, time is of the essence.

18.14 **Additional Documents.** At the written request of a party, each other party shall provide the requesting party, or sign for the requesting party, any additional documents required to consummate the transactions contemplated by this Lease.

18.15 **Governing Law.** The laws of the state of Utah (without giving effect to its conflict of laws principles) govern the interpretation, construction, performance, and enforcement of this Lease and all other matters arising out of or relating to this Lease.²

18.16 **Rights and Remedies Cumulative.** Any enumeration of rights and remedies in this Lease is not intended to be exhaustive. Any party's exercise of any right or remedy under this Lease does not preclude the exercise of any other right or remedy. All of a party's rights and remedies are cumulative and are in addition to any other right or remedy in this Lease, any other agreement between the parties, or which may now or subsequently exist at law or in equity, by statute, or otherwise.

18.17 **Waiver of Jury Trial.** Each party knowingly, voluntarily, and intentionally waives the party's right to a trial by jury to the extent permitted by law in any action or other legal proceeding arising out of or relating to this Lease and the transactions it contemplates. This waiver applies to any action or other legal proceeding, whether sounding in contract, tort, or otherwise. Each party acknowledges that the party has received, or has had the opportunity to receive, the advice of competent counsel related to this waiver.

18.18 **Litigation Expenses.** If any legal action, arbitration, or other proceeding is brought under this Lease, in addition to any other relief to which a successful or prevailing party (the "**Prevailing Party**") is entitled, the Prevailing Party is entitled to recover, and the non-Prevailing Party shall pay, all fees, taxes, costs, and expenses incident to the legal action, arbitration, appellate, bankruptcy, postjudgment, or other proceedings and all other reasonable attorneys' fees, court costs, expenses of the Prevailing Party, even if not recoverable by law as court costs, incurred in that action, arbitration, or proceeding and all appellate proceedings. For purposes of this section, the term "attorneys' fees" includes paralegal fees, investigative fees, expert-witness fees, administrative costs, disbursements, and all other charges billed by the attorney to the Prevailing Party.

18.19 **Not a Partnership.** This Lease does not constitute or create a partnership among the parties. No joint venture, partnership, or other joint undertaking is inferred from this Lease. No party to this Lease has the right or authority to make representations, act, or incur any debts on behalf of another party. No party is acting as an agent for an undisclosed principal or as a nominee.

18.20 **Advice of Counsel.** Each party acknowledges and agrees that the terms of this Lease have been completely read and fully understood and voluntarily accepted by the party after having a reasonable opportunity to retain and confer with legal counsel. This Lease is entered into after a full investigation by the parties. The parties acknowledge and agree that Carman Lehnhof Israelsen LLP represents Schoolhouse Development and its interest in this Lease and

² Note to draft: It is recommended that the lease be reviewed by a lawyer licensed to practice in the state identified in this section.

does not represent any other party to this Lease, has not given advice to any other party to this Lease, and has recommended to nonrepresented parties that they seek competent legal counsel related to this Lease.

18.21 **Specific Performance.** The parties agree that irreparable damage would occur if any of the provisions of this Lease were not performed in accordance with the terms of this Lease and that the parties are entitled to specific performance of the terms of this Lease in addition to any other remedy at law or equity.


[Remainder of page intentionally left blank]

The parties are signing this Build-to-Suit Lease with Option to Purchase on the date stated in the introductory paragraph.

Henderson Charter Properties LLC

By: 
Name: Scott Bland
Title: Manager

American Leadership Academy Summerlin Inc.

By: 
Name: Christiana Posner
Title: Director of Board

EXHIBITS

- A: Premises – Legal Description
- B: Facilities/Improvements
- C: Rent Schedule
- D: Tenant Improvements
- E: Expansion Right of First Refusal
- F: Lender Requirements
- G: Option to Purchase

EXHIBIT A PREMISES

PARCEL I:

THAT PORTION OF THE WEST HALF (W 1/2) OF SECTION 17, TOWNSHIP 22 SOUTH, RANGE 63 EAST, M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:
LOT TWO (2) AS SHOWN BY MAP THEREOF RECORDED IN FILE 25 OF PARCEL MAPS, PAGE 12 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL IA:

RIGHTS AS GRANTED AND CREATED IN THOSE CERTAIN COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED MAY 08, 1979 IN BOOK 1051, OFFICIAL RECORDS AS DOCUMENT NO. 1010222 AND AMENDED BY FIRST AMENDMENT THERETO RECORDED JUNE 07, 1979 IN BOOK 1067 AS DOCUMENT NO.1026526, OFFICIAL RECORDS AND BY SECOND AMENDMENT THERETO RECORDED OCTOBER 15, 1986 IN BOOK 861015 AS DOCUMENT NO. 00498, OFFICIAL RECORDS.

PARCEL II:

THAT PORTION OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 17, TOWNSHIP 22 SOUTH, RANGE 63 EAST, M.D.B. & M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:
PARCEL ONE (1) OF PARCEL MAP IN FILE 91, PAGE 51, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA AND RECORDED APRIL 10, 1998 IN BOOK 980410 AS DOCUMENT NO. 00919 OF OFFICIAL RECORDS.

EXHIBIT B
FACILITIES / IMPROVEMENTS

The improvements shall consist of a K-8 school building that is approximately 60,000 square feet and which shall be constructed substantially in conformity with the attached “Conceptual Plans”

EXHIBIT C

RENT SCHEDULE

- 2019-2020: 9.0% of total Land and Improvement Cost
- 2020-2021: 9.0% of Land and Improvement Cost as of August 1, 2019
- 2021-2039: Increase of 2.0% of the previous year's lease per year

(For example, in a sample year, the lease might be \$1,500,000. The following year, the lease would increase to \$1,530,000, or a 2.0% increase over the previous year's lease total.)

EXHIBIT D
THE TENANT IMPROVEMENTS

The Tenant improvements will include the following furniture, fixtures and equipment:

[Insert or attach the Tenant improvements]

EXHIBIT E
EXPANSION RIGHT OF FIRST REFUSAL

WHEN RECORDED, RETURN TO:

Schoolhouse Development LLC
Attn: Scott Brand
3115 E Lion Lane Suite 300
Salt Lake City, UT 84121

EXPANSION RIGHT OF FIRST REFUSAL

This Expansion Right of First Refusal (the “**Expansion Right**”) is made and entered into as of August 23, 2018, between Henderson Charter Properties LLC, a Utah limited liability company (the “**Landlord**”), and American Leadership Academy Summerlin Inc., a Nevada non profit corporation (the “**Tenant**”).

The Landlord and the Tenant are parties to the Build to Suit Lease and Option dated August 23, 2018 (the “**Lease**”). The Lease relates to the real property and improvements described on exhibit A (the “**Property**”). The Tenant acknowledges that the Landlord has made substantial financial commitments for the Tenant’s benefit to acquire property and develop a facility on the Property for use as a charter school (“**Charter School**”) that the Tenant has the option to acquire at a future date. SCHOOLHOUSE DEVELOPMENT, L.L.CC, a Utah limited liability company (the “**Developer**”), is an affiliate of the Landlord. Because of the substantial financial commitments, the Landlord and the Developer require rights related to future expansion on and off the Property. The Landlord’s and Developer’s rights to provide future improvements will survive Lease termination as provided in this Expansion Right.

Therefore, and in consideration of the obligations of the parties in the Lease, the parties agree as follows:

2. **Defined Terms.** A capitalized terms in this Expansion Right that are not otherwise defined in this Expansion Right have the meanings given in the Lease.

3. **Expansion Right.** The Tenant gives the Developer a right of first offer to construct future improvements on the Property and on real property adjacent to the Property and a right of first refusal on other improvements for the Tenant and Affiliates of the Tenant on nonadjacent real property. “**Affiliate**” means, as to any party, a person who would be treated as a member of a controlled group of that party under section 414 of the Internal Revenue Code; any officer, director, member, or manager of that party; and any other person that, directly or indirectly, is in control of, is controlled by, or is under common control with that party.

3.1 During the Term, the Tenant shall not make any improvements on the Property without the Landlord’s prior written consent. The Tenant shall not otherwise construct

any improvements on any real property owned, controlled, or leased by the Tenant or the Tenant's Affiliates without complying with the terms of this Expansion Right.

3.2 As to the Property and land adjacent to the Property, the Tenant hereby gives the Developer a right of first offer to construct improvements (whether on the Property, on adjacent property, or on nonadjacent property, an **"Expansion"**) on the Property and real property adjacent to the Property (the Property and the real property adjacent to the Property, the **"Contiguous Property"**). Before making any improvement on the Contiguous Property, the Tenant shall notify the Developer in writing of the Tenant's or Affiliate's desire to construct an Expansion on the Contiguous Property (whether pursuant to this section 2.2 or section 2.3, an **"Expansion Notice"**). By written notice to the Tenant on or before 30 days after the Developer's receipt of the Expansion Notice, the Developer may elect to construct the Expansion (that right, the **"Right of First Offer"**). Subject to section 2.1, if the Developer does not so elect to construct the Expansion, the Tenant may contract with a third party to construct the Expansion noted in the Expansion Notice on terms and conditions no more favorable to the third party than those contemplated by this section 2.2. If a contract to construct the Expansion on the Contiguous Property is not entered into with a third party before 90 days after expiration of the Developer's 30-day election period, the Developer's Right of First Offer will be reinstated and the Tenant's right to construct improvements without complying again with the terms of this Expansion Right will terminate. If the Developer elects to construct the Expansion, the Landlord and the Tenant shall enter into an amendment to the Lease or into a new lease on equivalent terms to reflect the terms for the construction and lease of the Expansion. The base rent under the amendment or new lease, as applicable, for the Expansion will be calculated on a basis consistent (but applicable to the Expansion and related costs) with the calculation of Base Rent paid under the Lease at the time the parties enter into the new lease or amendment.

3.3 As to real property not adjacent to the Property (**"Noncontiguous Property"**), the Tenant hereby gives and shall cause the Tenant's Affiliates to give the Developer a right of consultation and a right of first refusal to construct improvements on any Noncontiguous Property. If the Tenant wants to construct improvements on Noncontiguous Property, the Tenant shall give the Developer an Expansion Notice with reasonable details about the planned improvements. The parties shall then promptly discuss the possibility of the Developer constructing the improvements. The Tenant shall not discuss the contemplated improvements or receive bids from third parties related to the improvements until 60 days after the Developer receives the Expansion Notice. If the parties are unable to reach an agreement during that 60-day period, the Tenant may seek a bona fide contract with a third party to construct the improvements referenced in the Expansion Notice. That third-party contract, however, must be subject to Developer's right of first refusal contemplated by this section 2.3. The Tenant shall deliver the third-party contract to the Developer promptly after entering into that third-party contract. On or before 60 days after receiving that third-party contract, by written notice to the Tenant, the Developer may agree to perform the improvements contemplated by the third-party contract and the applicable Expansion Notice on essentially the same terms as in that third-party contract. If the Developer fails to notify the Tenant of the Developer's intent to construct the improvements within the 60-day period, the Tenant shall proceed with the contemplated improvements pursuant to the third-party contract. If for any reason the third-party contract expires or is terminated, the rights of Developer in this section 2.3 will reset, and the

Tenant shall comply with the terms of this section 2.3 again before constructing any improvements on the Noncontiguous Property.

4. The rights of the Developer in this Expansion Right will survive the termination of the Lease and will remain in full force until the 20-year anniversary of the date of the Lease. The Developer is a third-party beneficiary of this Expansion Right and may enforce its terms as if a party to this Expansion Right. The Tenant shall cause each of the Tenant's Affiliates to comply with this Expansion Right as if the Affiliate were the Tenant under this Expansion Right and a party to this Expansion Right. Notwithstanding anything in this Expansion Right or in the Lease to the contrary, the Developer's rights under this Expansion Right are personal to the Developer, remain with the Developer, and will not be included as part of any assignment of the Developer's or the Landlord's other interests in the Lease. Notwithstanding the foregoing, however, the Developer may assign its rights under this Expansion Right to one or more of its Affiliates. This Expansion Right has priority over all liens or claims except for (a) liens and encumbrances recorded before the recording of this Expansion Right; (b) liens for real estate taxes and other governmental assessments and charges; and (c) the lien of any first mortgage or deed of trust on the Premises that has priority over all other mortgages and deeds of trust on the Premises.

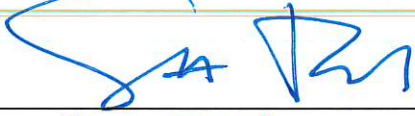
5. The parties acknowledge that, except as expressly modified by this Expansion Right, the Lease remains unmodified and in full force and effect. If there is a conflict or inconsistency between the terms of this Expansion Right and the Lease, the terms of this Expansion Right control. This Expansion Right may be signed simultaneously or in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement.

6. At the written request of a party, each other party shall provide the requesting party, or sign for the requesting party, any additional documents required to consummate the transactions contemplated by this Expansion Right.

[Remainder of page intentionally left blank]

The parties are signing this Expansion Right on the date stated in the introductory paragraph.

SCHOOLHOUSE DEVELOPMENT, LLC

By: 
Name: Scott Brand
Title: Manager

American Leadership Academy Summerlin Inc.


By: 
Name: Christiana Posner
Title: Director of Board

EXHIBIT A TO EXPANSION RIGHT OF FIRST REFUSAL
(Legal Description of Premises)

PARCEL I:

THAT PORTION OF THE WEST HALF (W 1/2) OF SECTION 17, TOWNSHIP 22 SOUTH, RANGE 63 EAST, M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:
LOT TWO (2) AS SHOWN BY MAP THEREOF RECORDED IN FILE 25 OF PARCEL MAPS, PAGE 12 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL IA:

RIGHTS AS GRANTED AND CREATED IN THOSE CERTAIN COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED MAY 08, 1979 IN BOOK 1051, OFFICIAL RECORDS AS DOCUMENT NO. 1010222 AND AMENDED BY FIRST AMENDMENT THERETO RECORDED JUNE 07, 1979 IN BOOK 1067 AS DOCUMENT NO.1026526, OFFICIAL RECORDS AND BY SECOND AMENDMENT THERETO RECORDED OCTOBER 15, 1986 IN BOOK 861015 AS DOCUMENT NO. 00498, OFFICIAL RECORDS.

PARCEL II:

THAT PORTION OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 17, TOWNSHIP 22 SOUTH, RANGE 63 EAST, M.D.B. & M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:
PARCEL ONE (1) OF PARCEL MAP IN FILE 91, PAGE 51, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA AND RECORDED APRIL 10, 1998 IN BOOK 980410 AS DOCUMENT NO. 00919 OF OFFICIAL RECORDS.

EXHIBIT F
EXAMPLE LENDER REQUIREMENTS

1. Tenant shall specifically recognize that the Landlord is obtaining a loan from Lender and that Landlord will be assigning the Lease for the benefit of the Lender. Tenant shall acknowledge that the Lender is an intended beneficiary of all of Tenant's obligations, representations and covenants; provided, however, that the Lender shall have no obligation to remedy any default or take any action required of the Landlord.

2. Tenant shall acknowledge that, pursuant to the assignment of the Lease, Tenant's indemnity obligations shall extend to the Lender.

3. Tenant shall make the following covenants (for so long as the Landlord is indebted to the Lender):

3.1 Tenant shall conform to all requirements of applicable law and shall maintain its existence in good standing.

3.2 Tenant shall promptly notify the Landlord and the Lender of any material adverse event, including, without limitation, a material adverse change in its financial position, a decrease of more than 5% in enrollment, any notice of default from the charter board or any other event that could result in termination of the charter. In the event of the latter, Tenant shall remedy the situation within 90 days or such shorter time as allowed by the charter board.

3.3 Tenant shall provide to the Landlord and the Lender copies of all filings, financial reports and correspondence to and from the chartering district or the charter board.

3.4 Commencing with the first quarter that Tenant commences operations, Tenant shall provide the Landlord and the Lender with (1) internally generated quarterly financial reports within 45 days of quarter end, which financial reports shall include a separate balance sheet and profit and loss statement for each campus operated by Tenant, and (2) an unqualified audited annual financial statement within 180 days of fiscal year end, which annual financial statements may consolidate all campuses operated by Tenant. Each annual statement must be accompanied by a written statement from Tenant certifying there is no event of default under the charter, or the Lease, and that the payment directive in the Loan Agreement remains in full force and effect. Commencing on the first full calendar quarter after occupancy of the Property by Tenant and at the end of each quarter thereafter, Tenant shall also provide actual enrollment and wait-list figures. Tenant shall provide such other financial information as may be reasonably requested. Tenant shall keep complete and accurate books and records which will be made available upon reasonable request.

3.5 Tenant will comply with all terms and provisions of the Lease.

3.6 Tenant shall not incur any indebtedness in excess of \$50,000, other than trade financing for furniture and fixtures not provided by Landlord and an overdraft facility for payroll processing, without the consent of the Landlord and the Lender.

3.7 Tenant shall operate in such a manner as to maintain the current enrollment and increase future enrollment consistent with projections provided to the Lender.

3.8 In the event Tenant fails to operate in such a manner as to maintain the current enrollment and increase future enrollment as set forth above, Tenant shall, at the request of Landlord, and as a condition to requesting forbearance from exercise of remedies by the Landlord, agree to implement any reasonable administrative programs, oversight or training, engage qualified consultants to provide specialized or targeted technical assistance, or enter into a tenant management services agreement with a recognized tenant management company providing the necessary financial and personnel resources reasonably required for successful operation.

3.9 Tenant shall make its rental payments by providing an irrevocable pledge and assignment directive to the applicable state agency that Tenant's funding, to the extent permitted by law, be paid directly to an account specified by the Lender from which the escrow agent will disburse the funds in accordance with the terms of an escrow agreement in a form provided by the Lender. Tenant shall take all action required by Lender in order to ensure that the funding payments are made in this manner, as endorsed by the issuance of an irrevocable pledge and assignment from the applicable state agency in a form reasonably requested by the Lender.

3.10 Notwithstanding anything to the contrary contained in the Lease, Tenant may not terminate the Lease for any reason whatsoever.

3.11 Tenant shall concurrently send all notices provided to the Landlord to the Lender at an address to be specified by the Lender.

3.12 Notwithstanding anything to the contrary in the Lease, Tenant may not assign the Lease without Landlord's and Lender's consent, which consent may be withheld for any reason whatsoever.

EXHIBIT G

OPTION TO PURCHASE REAL PROPERTY

Henderson Charter Properties LLC, a Utah limited liability company (the “**Seller**”), hereby grants to American Leadership Academy Summerlin Inc., a Nevada nonprofit corporation (the “**Purchaser**”), the exclusive option (the “**Option**”) to purchase the real property of the Seller situated in Clark County, Nevada (the “**Premises**”), described on exhibit A, together with all improvements on the Premises.

The Option is given subject to the following terms:

1. PRICE AND TERMS OF PAYMENT

1.1 **Option Consideration.** The Purchaser and the Seller entered into the Build to Suit Lease and Option dated August 23, 2018 (the “**Lease**”). The Seller and the Purchaser agree that the Lease has been bargained for and agreed to as consideration for the Seller’s agreement to grant the Option independent of any consideration for the purchase of the Premises. All capitalized terms not otherwise defined in this Option to Purchase Real Property (this “**Option Agreement**”) have the meanings given to them in the Lease.

1.2 **Purchase Price.** The purchase price for the Premises will be as determined pursuant to Article 17 of the Lease (the “**Purchase Price**”). Other than the Security Deposit, no amounts paid or payable under the Lease will apply to the Purchase Price.

2. PERIOD OF OPTION, EXTENSION, AND EXERCISE

2.1 **Term.** The Purchaser may exercise the option contemplated by this Option Agreement only during the period beginning as of the 36th month following the Commencement Date and ending 60 months thereafter (the “**Option Period**”). Closing of the purchase of the Premises must be on or before 12 months after the Purchaser provides written notice of the Purchaser’s intent to exercise the option, except that the Tenant may extend the period for an additional six months if, during the six-month extension period, the Purchaser agrees that the Base Rent for that six-month extension period will increase to the next higher Base Rent amount as set forth in exhibit C to the Lease.

2.2 **Exercise.** The Purchaser may, but is not obligated to, exercise the option by delivering to the Seller at any time during the Option Period written notice that the Purchaser has elected to exercise the option (the “**Option Notice**”).

3. TITLE

Promptly after the option is exercised, the Seller shall provide to the Purchaser evidence of good and marketable fee simple title in the Premises by a commitment for title insurance issued by a qualified title insurance company doing business in the jurisdiction of the Premises (the “**Title Company**”). Upon purchase of the Premises pursuant to the option, title will be conveyed by special warranty deed, subject to exceptions to title in the approved commitment for title insurance and any additional matters caused, or approved, by the Purchaser.

4. CONDITION OF PREMISES

The Purchaser is the Tenant under the Lease and is in possession of the Premises. Accordingly, the Purchaser hereby affirms that the Seller, its agents, employees, and attorneys have not made, nor has the Purchaser relied upon, any representation, warranty, or promise with respect to the Premises, the Lease, or any other subject matter of this Option except as expressly set forth in this Option, including, without limitation, any warranties or representations, expressed or implied, as to (a) the general plan designation, zoning, value, use, tax status, or physical condition of the Premises, or any part thereof, including, without limitation, to the flood elevations, drainage patterns, soil and subsoils composition and compaction level, and other conditions at the Premises; (b) the existence or nonexistence of hazardous materials on or under the Premises; or (c) the accuracy of any survey, soils report, or other plan or report with respect to Premises. Without limiting the generality of the foregoing, the Purchaser is purchasing the Premises from the Seller and assuming the Seller's right, title, interest, and obligations (except as expressly reserved to the Seller) in an **"as is" "where is" condition, subject to "all faults," including, without limitation, but not limited to both latent and patent defects. The Purchaser hereby waives all warranties, express or implied, regarding the condition and use of the Premises, including, without limitation, to any warranty of merchantability or fitness for a particular purpose, except that nothing contained in this Option Agreement will be deemed to waive, terminate, or otherwise affect the construction, material, and equipment warranties to be assigned to the Purchaser pursuant to section 5.1(d) of the Lease.**

An escrow will be opened with the Title Company (the **"Escrow Agent"**) on or before seven days after the exercise of the Option. The Seller and the Purchaser shall execute such escrow instructions, not inconsistent with the terms of this Option Agreement, as may be requested by the Escrow Agent. On or before 30 days after the escrow opens, the Purchaser shall deliver to the Escrow Agent proof of the Purchaser's ability to pay the Purchase Price in the form of a commitment letter from a funding source acceptable to the Seller. On or before six months after the Purchaser provides notice of the Purchaser's intent to exercise the option, the Seller and the Purchaser shall close the purchase of the Premises (the **"Closing"**) by the Purchaser delivering the Purchase Price to the Seller and each party signing and delivering to the Escrow Agent all documents necessary to complete the transaction.

5. POSSESSION AND RISK OF LOSS

The Purchaser will continue in possession of the Premises pursuant to the Lease until the Closing, and shall maintain the Premises in its present condition, reasonable wear from ordinary use excepted. Risk of loss from fire or other casualty to the Premises will be the Purchaser's as provided in the Lease. The Purchaser shall maintain insurance against loss, including extended coverage, as required by the Lease.

6. NOTICES

Any notice under this Option Agreement must be given in writing to the party for whom it is intended in person, by overnight courier, or by registered mail at the address in the Lease or such future address as may be designated in writing. Notice will be deemed delivered upon

actual delivery of the notice if by personal delivery or by overnight courier. If the notice is delivered via registered mail, the notice will be deemed delivered three days after the date of mailing.

7. ASSIGNMENT AND SUCCESSION

This Option Agreement may not be assigned by the Purchaser without the prior written consent of the Seller. Notwithstanding the foregoing, the Purchaser may assign this Option Agreement to a subsidiary or other affiliated company or to the new tenant under the Lease if the Purchaser, as the tenant under the Lease, has assigned its entire interest under the Lease in accordance with the terms of the Lease, and subject to Seller's (the Landlord's) prior written approval.

8. BROKERS

Each party represents to the other that there has been no broker, real estate agent, finder, or similar person engaged in connection with this Option Agreement or the sale of the Premises from the Seller to the Purchaser if consummated as contemplated by this Option Agreement. Each party agrees that should any claim be made for brokerage commissions or finders' fees by any broker, agent, finder, or similar person by, through, or on account of any acts of the party or its agent, employees, or representatives that party shall pay, indemnify, and hold harmless the other party from and against any and all loss, liability, cost, damage, and expense (including attorneys' fees and court costs) in connection therewith. The provisions of this section shall survive the termination of this Option Agreement and the Closing.

9. CLOSING COSTS

9.1 **Seller's Expenses.** The Seller shall pay (a) the fees of any counsel representing it in connection with this transaction, (b) the real estate excise tax, (c) the fees for recording the special warranty deed and any other instrument used to convey the Premises from the Seller to the Purchaser, (d) one-half the basic premium for a standard owners policy of title insurance in the amount of the Purchase Price to be issued to the Purchaser by the Title Company at Closing, and (e) one-half of any escrow fee which may be charged by the Title Company in connection with this transaction.

9.2 **Purchaser's Expenses.** The Purchaser shall pay (a) the fees of any counsel representing Purchaser in connection with this transaction, (b) the cost of a survey obtained by the Purchaser, if any, of the Premises, (c) the one-half basic premium for a standard owners policy of title insurance in the amount of the Purchase Price to be issued to the Purchaser by the Title Company at the Closing, (d) one-half of any escrow fees charged by the Title Company in connection with this transaction; and (e) the cost of an environmental audit of the Premises, if any, obtained by the Purchaser.

9.3 **Other Expenses.** All other costs and expenses incident to this transaction and the closing thereof will be paid by the party incurring same.

10. MISCELLANEOUS

10.1 **Recording.** The Tenant shall not record this Option Agreement, but a summary of the Lease may be recorded as agreed upon by the Seller and the Purchaser.

10.2 **Additional Terms.** To the extent not in conflict with this Option Agreement, the sale of the Premises from the Seller to the Purchaser will be conducted in accordance with standard practices of the county in which the Premises is located.

10.3 **Entire Agreement.** This Option Agreement supersedes all prior discussions and agreements, oral or written, between the Seller and the Purchaser with respect to the option to purchase the Premises and all other matters contained herein and constitutes the sole and entire agreement between the Seller and the Purchaser with respect to the option to purchase the Premises. This Option Agreement may not be modified or amended unless the amendment is set forth in writing and signed by both the Seller and the Purchaser.

[Remainder of page intentionally left blank]

The parties are signing this Option to Purchase Real Property on the date stated in the introductory paragraph.

Henderson Charter Properties LLC

By: _____
Name: _____
Title: _____

American Leadership Academy Summerlin Inc.

By: _____
Name: _____
Title: _____

EXHIBIT A TO OPTION TO PURCHASE REAL PROPERTY
(Legal Description of Premises)

PARCEL I:

THAT PORTION OF THE WEST HALF (W 1/2) OF SECTION 17, TOWNSHIP 22 SOUTH, RANGE 63 EAST, M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:
LOT TWO (2) AS SHOWN BY MAP THEREOF RECORDED IN FILE 25 OF PARCEL MAPS, PAGE 12 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

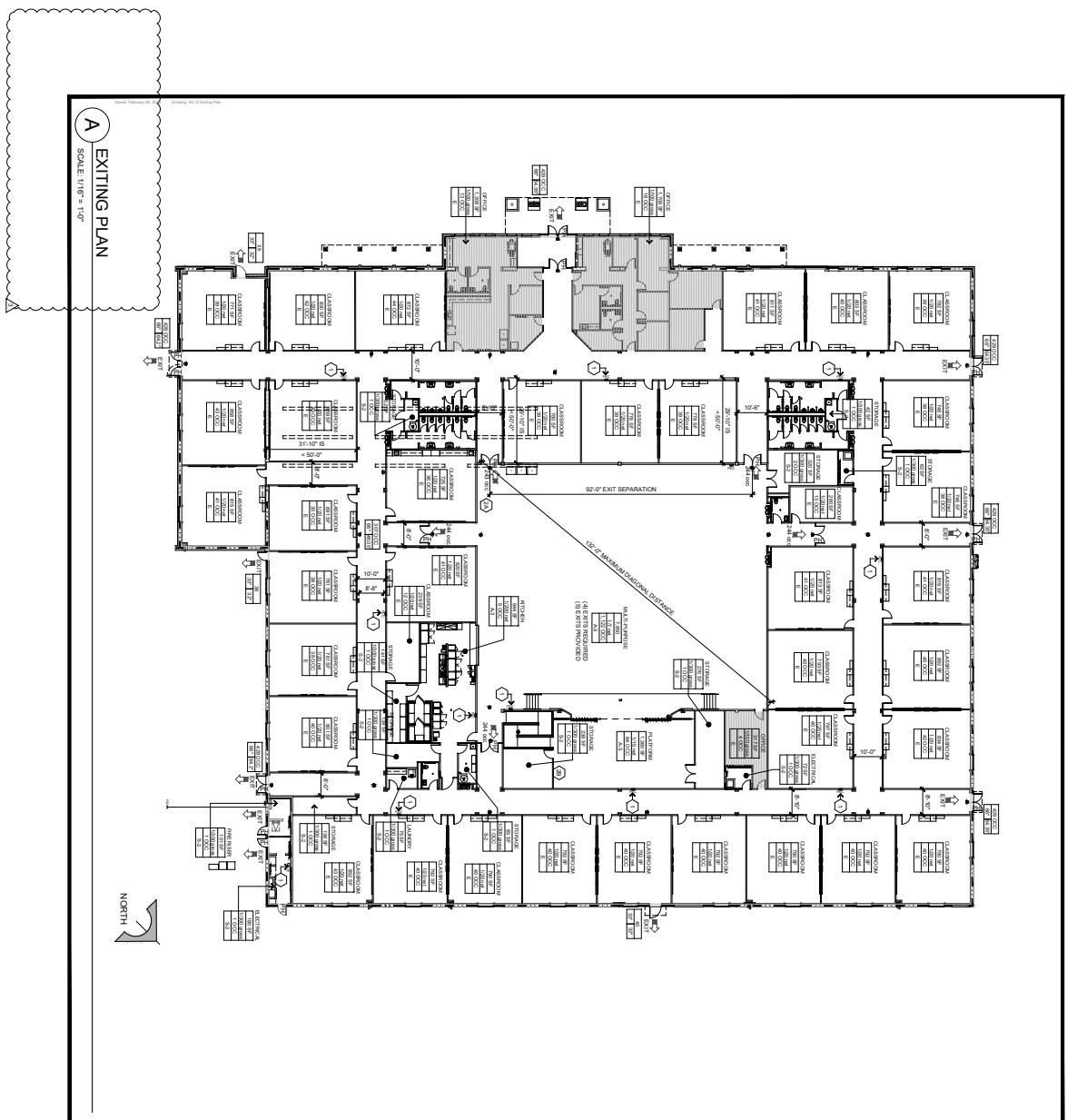
PARCEL IA:

RIGHTS AS GRANTED AND CREATED IN THOSE CERTAIN COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED MAY 08, 1979 IN BOOK 1051, OFFICIAL RECORDS AS DOCUMENT NO. 1010222 AND AMENDED BY FIRST AMENDMENT THERETO RECORDED JUNE 07, 1979 IN BOOK 1067 AS DOCUMENT NO.1026526, OFFICIAL RECORDS AND BY SECOND AMENDMENT THERETO RECORDED OCTOBER 15, 1986 IN BOOK 861015 AS DOCUMENT NO. 00498, OFFICIAL RECORDS.

PARCEL II:

THAT PORTION OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 17, TOWNSHIP 22 SOUTH, RANGE 63 EAST, M.D.B. & M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:
PARCEL ONE (1) OF PARCEL MAP IN FILE 91, PAGE 51, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA AND RECORDED APRIL 10, 1998 IN BOOK 980410 AS DOCUMENT NO. 00919 OF OFFICIAL RECORDS.

Attachment 6 - Floor Plans



EXITING PLAN LEGEND

- [illegible]

EXITING PLAN KEYNOTES

- 1 - POTENTIAL FLEE CONSIDERATIONS TO BE PROVIDED IN PLACED RECORDS. QUANTIFY AS MANY LOCATIONS TO COMPLY WITH TABLE 906.1(1) WITH ANNUAL TRAVEL DISTANCE TO EACH DETOUR/TURNOUT NOT TO EXCEED 75% MAX TRAVEL DISTANCE IN A MINIMUM
- 2 - PROVIDE OCCUPANT LOAD SIGN. REFER TO SHEET A-2 FOR SIGN TYPES
- 2A - MAXIMUM OCCUPANCY OF 152
- 2B - MAXIMUM OCCUPANCY OF 92

OCCUPANT LOAD

[illegible]

SIGNATURE PREPARATORY
PUBLIC CHARTER SCHOOL

498 S BOULDER HIGHWAY
HENDERSON, NV 89015



8985 S Eastern Avenue, Suite 220, Las Vegas, NV 89123
p: 702.456.1070 f: 702.456.7020 www.ethosthree.com

EXITING PLAN

2018 124
 project number
 DECEMBER 17, 2018
 date

A0.10

Current Property Owner:

Henderson Charter Properties, LLC, a Utah limited liability company
c/o Scott Brand
3115 East Lion Lane, STE 300
Salt Lake City, Utah 84121

Disclosure: There is no relationship between the current owner or landlord and Signature Preparatory, including but not limited to any relative of a board member or employee within the third degree of consanguinity or affinity.

SGW Holdings is a minority owner of Henderson Charter Properties (“Owner/Landlord”). SGW Holdings is a member of the School’s current EMO Charter One, LLC. Mr. Glenn Way is an owner of SGW Holdings, LLC and an employee of Charter One.

Mr. Michael Way, son of Mr. Glenn Way, is a partner at Holmes Way Schwab, Borrower’s counsel to the School.

CITY OF HENDERSON

BUILDING & FIRE SAFETY

240 Water Street
P.O. BOX 95050
Henderson, NV 89009



CERTIFICATE OF OCCUPANCY

This certificate is issued per the Building and Fire Safety Administrative Code

At the time of issuance, this building was deemed to be in substantial compliance with fire, safety and structural provisions of the adopted codes based on periodic inspections of the work during construction. This certificate of occupancy should not be relied upon as evidence that the construction is in actual compliance with all applicable building codes or that the construction meets the minimum standards of a specific industry.

498 S BOULDER HWY
HENDERSON, NV 89015

BLDG - Commercial Building/Demolition

PERMIT NUMBER
BCOM2018035794

OCCUPANCY GROUP

CONSTRUCTION TYPE


BUILDING OFFICIAL

July 11, 2019

PROPERTY OWNER
HENDERSON CHARTER
PROPERTIES L L C
3115 E LION LN
SALT LAKE CITY, UT 84121

Fire Alarm and Life Safety System Inspection Certificate

For

Signature Preparatory Academy
498 S. Boulder Highway
Henderson, NV 89015

Tested to NFPA 72 Standards

This Inspection was performed in accordance with applicable NFPA Standards. The subsequent pages of this report provide performance measurements, listed ranges of acceptable results, and complete documentation of the inspection. Whenever discrepancies exist between acceptable performance standards and actual test results, notes and/or recommended solutions have been proposed or provided for immediate review and approval.

Inspection Date
Dec 9, 2019

Building: Signature Preparatory Academy
Contact: Kaylee Esquirel
Title: Contact

Company: Signal Fire, Inc.
Contact: Joseph Ayala
Title: Service Lead

Executive Summary

Generated by: BuildingReports.com

Building Information		
Building: Signature Preparatory Academy	Contact: Kaylee Esquirel	
Address: 498 S. Boulder Highway	Phone: 480-420-2101	
Address:	Fax:	
City/State/Zip: Henderson, NV 89015	Mobile:	
Country: United States of America	Email: Richard@schooldev.us	
Inspection Performed By		
Company: Signal Fire, Inc.	Inspector: Joseph Ayala	
Address: 6160 Transverse Dr.	Phone: 702-292-8028	
Address:	Fax:	
City/State/Zip: Las Vegas, NV 89146	Mobile:	
Country: United States of America	Email: joseph@signalfireinc.com	
System Control Unit		
Manufacturer: Mircom	Inspection Date: 12/09/2019	IDC Style: B
Model Number: FX-3500	Install Date: 12/09/2019	SLC Style:
Software Version:	Version Date: 12/09/2019	NAC Style: Y
Location: 1st South Riser Room	Current Protection: Breaker	
Monitoring		
Company:	Phone:	Account #:
Central Station Signal Verification		
Type: Digital Radio	Mfg: AES	Model #: 7788F
Test Time/Date: 12/9/19 10:49:01 AM	Restore Time:	

Inspection Summary								
Category:	Total Items		Serviced		Passed		Failed/Other	
	Qty	%	Qty	%	Qty	%	Qty	%
Control	14	70.00%	14	100.00%	14	100.00%	0	0%
Initiating	4	20.00%	4	100.00%	4	100.00%	0	0%
Supervisory	2	10.00%	2	100.00%	2	100.00%	0	0%
Totals	20	100%	20	100.00%	20	100.00%	0	0%
Certification								
Company: Signal Fire, Inc.			Building: Signature Preparatory Academy					
Inspector: Joseph Ayala			Contact: Kaylee Esquirel					

Joseph Ayala Certifications	
Certification Type	Number

NSFM Certificate F - Fire Alarm/Protective Signaling System

Inspection & Testing

Generated by: BuildingReports.com

Building: Signature Preparatory Academy		Control Panel: 1 - Mircom FX-3500		
<i>The Inspection & Testing section lists all of the items inspected in your building. Items are grouped by Passed or Failed/Other. Items are listed by Category. Each item includes the services performed, and the time & date at which testing occurred.</i>				
Device Type	Location	Service	Time	Date
<i>Passed</i>				
Control				
	1st West Main entrance lobby	Tested	10:05:44 AM	
	1st North Electrical Room battery 2	Tested	10:24:21 AM	
	1st North Electrical Room	Tested	10:25:00 AM	
	1st South Riser Room	Tested	10:50:41 AM	
	1st South Riser Room Evac	Tested	10:38:09 AM	
	1st South Riser Room Evac	Tested	10:39:59 AM	
	1st South Riser Room Evac	Tested	10:42:11 AM	
	1st South Riser Room Evac	Tested	11:18:25 AM	
	1st South Riser Room Evac	Tested	11:21:07 AM	
	1st South Riser Room	Tested	10:49:01 AM	
	1st South Riser Room	Tested	10:45:46 AM	
	1st North Electrical Room	Tested	10:17:25 AM	
	1st South Riser Room	Tested	10:48:09 AM	
	1st South Riser Room	Tested	10:48:25 AM	
	1st South Riser Room	Tested	10:51:46 AM	
	1st South Riser Room	Tested/Cleaned	11:08:04 AM	
	1st South Riser Room Riser 1	Tested	11:10:02 AM	
	1st South Riser Room Riser 2	Tested	11:10:51 AM	
	1st South Riser Room Riser 1 WMIV	Tested	11:16:55 AM	
Supervisory Valve				

Service Summary

Generated by: BuildingReports.com

Building: Signature Preparatory Academy

Device Type	Service	Quantity
<i>Passed</i>		
Annunciator	Tested	1
Battery	Tested	8
Communicator	Tested	1
Control Panel	Tested	1
Power Supply	Tested	1
Pull Station	Tested	1
Smoke Detector	Tested/Cleaned	1
Supervisory Valve	Tested	2
Voice Evacuation	Tested	2
Waterflow Switch	Tested	2
Total		20

Auxiliary Functions Testing

Generated by: BuildingReports.com

Building: Signature Preparatory Academy		Control Panel: 1 - Mircom FX-3500		
<i>The Auxiliary Functions Testing section lists each of the ancillary items, systems, and emergency equipment that are controlled by the system control unit. Items are grouped by Passed or Failed/Other. The items are listed by device type, and a check box is provided to indicate if the test conducted was simulated.</i>				
Type	Location	Comment	ScanID	Simulated
<i>Passed</i>				
Smoke Detector				
Smoke Compartment	1st South Riser Room	Passed	58845866	

Building: Signature Preparatory Academy		Control Panel: 1 - Mircom FX-3500		
<i>The Auxiliary Functions Testing section lists each of the ancillary items, systems, and emergency equipment that are controlled by the system control unit. Items are grouped by Passed or Failed/Other. The items are listed by device type, and a check box is provided to indicate if the test conducted was simulated.</i>				
Type	Location	Comment	ScanID	Simulated
<i>Passed</i>				
Smoke Detector				
Smoke Compartment	1st South Riser Room	Passed	58845866	

Battery & Power Supply Testing

Generated by: BuildingReports.com

Building: Signature Preparatory Academy				Control Panel: 1 - Mircom FX-3500			
The Control & Power Testing section details the readings and measurements of batteries and power supplies used to provide power to the fire alarm and life safety systems. Items are grouped by Passed or Failed/Other.							
Type	Location	Rated Ah	Rated Volts	Pre Test	Post Test	Min Ah	Tested Ah
Passed							
Battery							
Sealed Lead Acid	1st North Electrical Room battery 2	8	12		13.92	5.20	10.30
Sealed Lead Acid	1st North Electrical Room	8	12		13.86	5.20	10.65
Sealed Lead Acid	1st South Riser Room	8	12		13.86	5.20	8.30
Sealed Lead Acid	1st South Riser Room Evac	12	12		13.47	7.80	11.65
Sealed Lead Acid	1st South Riser Room Evac	12	12		13.60	7.80	13.65
Sealed Lead Acid	1st South Riser Room Evac	18	12		14.20	11.70	12.65
Sealed Lead Acid	1st South Riser Room Evac	18	12		14.13	11.20	15.30
Sealed Lead Acid	1st South Riser Room Evac	18	12		14.04	11.20	15.30
Power Supply							
		3	24				

Inventory & Warranty Report

Generated by: BuildingReports.com

Building: Signature Preparatory Academy				Control Panel: 1 - Mircom FX-3500	
<i>The Inventory & Warranty Report lists each of the devices and items that are included in your Inspection Report. A complete inventory count by device type and category is provided. Items installed within the last 90 days, within the last year, and devices installed for two years or more are grouped together for easy reference.</i>					
Device or Type		Category		% of Inventory	Quantity
Annunciator		Control		5.00%	1
Power Supply		Control		5.00%	1
Battery		Control		40.00%	8
Control Panel		Control		5.00%	1
Voice Evacuation		Control		10.00%	2
Communicator		Control		5.00%	1
Pull Station		Initiating		5.00%	1
Smoke Detector		Initiating		5.00%	1
Waterflow Switch		Initiating		10.00%	2
Supervisory Valve		Supervisory		10.00%	2
Type	Qty	Model #	Description		Install Date
New (under 90 days)					
AES					
	1	7788F	Digital Radio		
	3	SLA1075	Sealed Lead Acid		
	2	SLA1104	Sealed Lead Acid		
	1	SLA1115	Sealed Lead Acid		
	1		LCD Display		
	1	FX-3500			
	1	MS-710 APU	Dual Action		
	1	MIX-2251B	Photoelectric		
	2	QX-MINI			
	2		Sealed Lead Acid		
	1	PSN-106			
	2	PTS-C			
	2	VSR			



FOOD ESTABLISHMENT PERMIT EVALUATION


333 N RANCHO DR • SUITE 450 • LAS VEGAS, NV • 89106 • 702-759-1258

FACILITY INFORMATION

PERMIT #	SR #	NAME	PHONE #	SQ. FOOTAGE	PRIMARY EHS							
PR0131668	SRRYXWAQP	SIGNATURE PREPARATORY CHARTER SCHOOL SIGNATURE PREPARATORY CHARTER MIDDLE SCHOOL	(480) 529-1054									
ADDRESS 598 S BOULDER HWY Henderson, NV 89015			RISK CAT.	P.E. CODE	DISTRICT	LOCATION	PERMIT STATUS					
NEVADA CLEAN INDOOR AIR ACT: <input type="checkbox"/> COMPLIANCE REQUIRED <input type="checkbox"/> EXEMPT			CONTACT PERSON:									
CURRENT ACTION	EHS	SERVICE	DATE	TIME IN	TIME OUT	TRAVEL MIN	RESULT	SEWER	WATER	FUTURE ACTION	ACTION	DATE
	EE7001088	929	8/20/2019	1:45PM	2:15PM	55	80	M	M		53	
SPECIAL NOTES:												
In = In compliance OUT = Not In compliance COS = Corrected on-site during inspection N/O = Not observed N/A = Not applicable R = Repeat violation												

GENERAL FOOD ESTABLISHMENT EQUIPMENT

	#	IN	OUT	NA	NO	UNIT
1	BROILER/CHARBROILER GRILL	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
2	SALAMANDER/CHEESE MELTER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
3	BLAST CHILLER/TUMBLER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
4	BUFFET HOT/COLD EQUIPMENT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
5	WAIT STATION / WATER FILLER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
6	COLD PREP/PIZZA/SALAD UNIT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
7	CONFECTIONARY-ENROBE,COATER,DIPPER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
8	COOK & HOLD EQUIPMENT (ALTO-SHAAM)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
9	DEEP FRYER/DOUGHNUT FRYER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
10	DIPPER WELL	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
11	DISHWASHER-FLIGHT,CONV, SINGLE TANK	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
12	DISHTABLE/DRAINBOARD (NON-INTEGRAL)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
13	DISPLAY CASES - HOT/COLD/CASE ONLY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
14	DOUGH RETARDER/PROOFER BOX	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
15	DOUGH SHEETER, OTHER BAKERY EQUIP	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
16	DRINK DISPENSERS - SODA/JUICE/MILK	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
17	DUMP/UTILITY/SERVICE SINKNULL	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
18	FOOD SHIELDS-BUFFET/VERTICAL/CANTILEVER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
19	FREEZERS - REACH IN/UC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
20	FREEZERS - WALK IN	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1
21	GRIDDLE - /FLAT /PANINI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
22	HOOD -VENT. TYPE II/TYPE 1 W/SUPPRESS	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1
23	HOT HOLDING: BAIN MARIE/HOT/WELLS/CABINETS	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4
24	ICE BINS/ NON-REFRIG DRAINING WELLS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
25	ICE MACHINES	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1
26	MEAT GRINDER/PERF/BANDSAW	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
27	MICROWAVE OVEN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
28	MIXER/BLENDER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
29	OVENS- CONV//ROTARY/BAKERY	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2
30	OVENS - CONVEYER, TORTILLA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
31	PASTA /RICE COOKER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
32	PREP SINK (SINGLE COMP)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
33	PREP SINK (DOUBLE COMP)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
34	PROCESSING/ CUSTOM EQUIPMENT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
35	RANGE-MULTI/STOCK POT/WOK	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
36	REFRIGERATORS - REACH IN/ROLL/UC/ DRAWER/WORKTOP	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2
37	REFRIGERATORS - WALK IN	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1
38	ROP BAGGING EQUIPMENT/VACUUM SEALER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
39	SALVAJOR UNIT (NO WASTE GRINDER)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
40	SHELVING - DRY STOCK POTS	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
41	SLICER/CHOPPER/FOOD PROCESSOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0

 FOOD ESTABLISHMENT PERMIT EVALUATION (Cat 50) SRRYXWAQP		Facility Name:					Date: 08/20/2019	Page 2 of 4
42	SMOKER/ BBQ (INTERNAL/EXTERNAL)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	
43	SOFT SERVE MACHINE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	
44	SPLASH GUARDS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	
45	STEAM/PRESSURE COOKER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	
46	STEAM JACKET KETTLE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	
47	SUSHI CASE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	
48	TILT SKILLET/FRYER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	
49	TOASTER/ TOASTER OVEN/CONVEYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	
50	TWO-COMPARTMENT POT WASH SINK	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	
51	WORK TABLES	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	
BAR / BEVERAGE SPECIFIC EQUIPMENT		#	IN	OUT	NA	NO	UNIT	
52	BAR DIE/BACK BAR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	
53	BEER BOX REFRIGERATOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	
54	BLENDER STATION	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	
55	DRAFT TOWER - BEER/WINE W/SCUPPER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	
56	DUMP/UTILITY/SERVICE SINK	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	
57	ESPRESSO/BARISTA/COFFEE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	
58	FROZEN DRINK MACHINE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	
59	GLASS CHILLER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	
60	GLASS WASHER W/CLEAN & DIRTY DRAINBOARD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	
61	JOCKEY BOX W/SCUPPER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	
62	KEG COOLER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	
63	SCUPPER DRAINS (OTHER)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	
64	WAIT STATION/WATER FILLER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	
65	OPEN FOOD REFRIGERATOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	
66	SODA GUNS/BAG IN BOX	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	
PLUMBING		#	IN	OUT	NA	NO	UNIT	
67	CAN WASH / MAT WASH AREA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	0	
68	CHASE LINES/RUNS COMPLIANT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	0	
69	FLOOR SINKS / DRAINS - INSTALLED AS NEEDED/FLUSH	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	
70	HOSE BIBS/HOSE REELS AS NEEDED	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	0	
71	INDIRECT WASTE FOR FOOD EQUIPMENT	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	
72	GREASE CAPTURE - INTERCEPTOR/MACHINE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	
73	TROUGH DRAINS AS NEEDED	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	0	
74	OVERHEAD WASTE LINES ABSENT OR PROTECTED	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	0	
75	RPZ / VACUUM BREAKERS/PVB LOCATED WHERE REQUIRED/TESTED	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	
76	UTILITY LINES (PRESSURE/DRAINAGE/ ELECTRICAL) INSTALLED PROPERLY	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	
REQUIRED FOR ALL PERMITTED ESTABLISHMENTS		#	IN	OUT	NA	NO	UNIT	
77	EMPLOYEE RESTROOM W/ VENT/SELF-CLOSE /WC/LAV, STOCKED	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1	
78	HOT & COLD WATER SERVICE AT PRESSURE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	
79	LIGHT INTENSITY 20/50 FC	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	
80	LIGHT FIXTURES SHIELDED	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	
81	MOP SINK	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1	
82	SEWAGE DISPOSAL APPROVED & OPERATIONAL	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	
83	VENTILATION (OTHER)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	
84	WEATHER TIGHT/AIR CURTAINS/DOCK BOOT/PEST CONTROL	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	
ADDITIONAL REQUIRED FOR ALL OPEN FOOD HANDLING ESTABLISHMENTS		#	IN	OUT	NA	NO	UNIT	
85	HANDSINK(S) - SEPARATE, DISTINCT, WALL-HUNG OR APPROVED ALT., STOCKED (SOAP/TOWELS)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2	
86	THREE-COMP SINK W/ CLEAN/DIRTY DRAIN BOARDS	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1	
87	CUSTOMER RESTROOMS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	0	
FINISHES		#	IN	OUT	NA	NO	UNIT	
88	BASE COVING	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	
89	CABINETRY/BASE DESIGN & MATERIALS COMPLAINT	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	
90	CEILINGS, FLOORS,WALLS	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	
91	FOOD ZONE MATERIALS	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	

 FOOD ESTABLISHMENT PERMIT EVALUATION (Cat 50) SRRYXWAPQ		Facility Name:		Date: 08/20/2019		Page 3 of 4	
92	NON-FOOD ZONE MATERIALS	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
93	SEAMS, FLASHING, CLEARANCES	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
ADMINISTRATIVE		#	IN	OUT	NA	NO	UNIT
94	NCIAA COMPLIANT/EXEMPT*	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
95	MENU REVIEW -ADVISORY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	0
96	VARIANCE AS REQUIRED	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	0
97	OPERATION PLAN/WAIVER/HACCP/LABELS APPROVED	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	0
98	REQUIRED SIGNAGE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
OPERATIONAL REQUIREMENTS - MUST BE CORRECTED PRIOR TO RELEASE OF PERMIT		#	IN	OUT	NA	NO	UNIT
99	ACCURATE THERMOMETERS PROVIDED /INSTALLED	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
100	SANITIZER SOLUTION;TEST KITS AVAILABLE;	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
101	PERSON IN CHARGE KNOWLEDGEABLE; FOODHANDLER CARDS	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
102	REFRIGERATION ADEQUATE & AT REQUIRED TEMPERATURES	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
103	COOKING /HOLDING EQUIPMENT FUNCTIONAL	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
104	ELECTRICAL SERVICE FUNCTIONAL	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
105	POTABLE WATER SERVICE FUNCTIONAL AND ADEQUATE HOT WATER AVAILABLE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
106	SEWER SERVICE; SEWAGE DISPOSED OF IN APPROVED MANNER	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
107	TCO/CO FOR BUILDING	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
108	CONDITIONS UNLIKELY TO CAUSE CONTAMINATION OF FOOD OR PREP SURFACES	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
109	ADEQUATE EMPLOYEE HAND WASHING FACILITIES AND TOILETS	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
TEMPERATURE OBSERVATIONS							
Item	Location	Measurement	Comment				
THREE-COMPART MENT SINK		125 F					
VIOLATIONS, OBSERVATIONS AND CORRECTIVE ACTIONS							
Item No	Observations & Corrective Actions						
20	VIOLATION: Equipment improperly designed or finished INSPECTOR OBSERVATION: GASKET ON WALK-IN FREEZER DOOR LOOSE/IN DISREPAIR CORRECTIVE ACTION: REPAIR OR REPLACE GASKET (4-201.11; 4-201.12-.13;)						
72	GREASE INTERCEPTOR LOCATED OUTSIDE AT PARKING LOT						
90	VIOLATION: must be smooth, durable, easily cleanable; no carpeting permitted in restrooms, food preparation, storage, transport, warewashing or other areas likely to become wet; wall coverings must be attached and easily cleanable with seams and penetrations sealed INSPECTOR OBSERVATION: GAPS OBSERVED AROUND PENETRATIONS IN CEILING TILES; ESCUTCHEONS LOOSE UNDERNEATH HANDSINKS CORRECTIVE ACTION: seal all gaps and penetrations in walls and ceilings; SEAL ESCUTCHEONS TO WALL (6-101.11; 6-201.14; 6-201.16; 6-201.18; 9-202.11)						
92	VIOLATION: NON FOOD-CONTACT SURFACES OF EQUIPMENT exposed to splash, spillage, or other FOOD soiling, must be constructed of a CORROSION-RESISTANT MATERIAL, and be SMOOTH and non-absorbent, and constructed so as to be easily cleanable. INSPECTOR OBSERVATION: EXPOSED COPPER PIPES OBSERVED UNDER AND BEHIND CONDENSER FANS IN BOTH WALK-IN COOLER AND WALK-IN FREEZER CORRECTIVE ACTION: COVER/PAINT OVER COPPER PIPES (4-201.11)						
Overall Inspection Comments:							
Project description: FINAL INSPECTION OF KITCHEN PERMIT LOCATED INSIDE SIGNATURE PREPARATORY CHARTER SCHOOL.							
Permit is approved with stipulations listed. All corrections must be made within 10 days unless noted otherwise.							
PERMIT IS APPROVED TO STOCK AND OPERATE; RELEASED TO DISTRICT EHS.							
EHS TRAINEE VERONICA CUMMINS present during inspection.							
Ensure food establishment has an effective employee health policy. For more information: http://www.southernnevadahealthdistrict.org/ferl/employee-health-policy.php Ensure food establishment employees are trained on proper handwashing techniques. Instructional materials: http://www.southernnevadahealthdistrict.org/ferl/handouts.php More employee training materials at: http://www.southernnevadahealthdistrict.org/ferl/handouts.php							
Food establishment regulations (2010) and educational materials available at www.SouthernNevadaHealthDistrict.org/ferl							
Inspector Name: Marissa Stanley							
Signature Note:							
Received by (signature)		Received by (printed)			EHS (signature)		

Attachment 9 - Facility Code Compliance



SRRYXWAQP

JAMIE DRAGOVICH

SUPERINTENDENT

Marissa Stanley

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5108 V11



SOUTHERN NEVADA HEALTH DISTRICT

Page 1 of 2

SCHOOL PLAN REVIEW CHECKLIST

333 N RANCHO DR • SUITE 450 • LAS VEGAS, NV • 89106 • 702-759-1258

FACILITY INFORMATION

PERMIT #	SR #	NAME	PHONE #	SQ. FOOTAGE	PRIMARY EHS							
PR0131667	SRR0PFGUD	SIGNATURE PREPARATORY CHARTER SCHOOL SIGNATURE PREPARATORY CHARTER MIDDLE SCHOOL	(480) 529-1054									
ADDRESS 598 S BOULDER HWY Henderson, NV 89015			RISK CAT.	P.E. CODE	DISTRICT	LOCATION	PERMIT STATUS					
NEVADA CLEAN INDOOR AIR ACT: <input type="checkbox"/> COMPLIANCE REQUIRED <input type="checkbox"/> EXEMPT			CONTACT PERSON:									
CURRENT ACTION	EHS	SERVICE	DATE	TIME IN	TIME OUT	TRAVEL MIN	RESULT	SEWER	WATER	FUTURE ACTION	ACTION	DATE
	EE7001088	910	8/20/2019	2:15PM	3:15PM	0	34	M	M		47	
SPECIAL NOTES:												
In = In compliance OUT = Not In compliance COS = Corrected on-site during inspection N/O = Not observed N/A = Not applicable R = Repeat violation												

MINIMUM FACILITY REQUIREMENTS

	IN	OUT	NO	N/A	UNIT
A ELECTRICAL SERVICE FUNCTIONAL	■	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
B HVAC ABLE TO MAINTAIN 65-85°F	■	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
C OPERATIONAL HANDWASHING FACILITIES AND TOILETS	■	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
D POTABLE WATER AVAILABLE	■	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
E SEWER SERVICE; SEWAGE DISPOSED OF IN APPROVED MANNER	■	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
F TCO/CO FOR BUILDING OR FIRE MARSHALL APPROVAL	■	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0

EQUIPMENT, FACILITY, AND FINISHES

	IN	OUT	NO	N/A	UNIT
1 BACKFLOW PROTECTION DEVICE	■	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
2 CHEMICAL RESISTANT TABLES	■	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
3 DRINKING FOUNTAINS/POTABLE DRINKING WATER	■	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
4 DUMPSTER AREA	■	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
5 EYE WASH OR SHOWER PER ANSI Z358.1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	■	0
6 FLOORS, WALLS, CEILINGS	■	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
7 FUME OR VENTILATION HOOD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	■	0
8 GAS CYLINDERS SECURE	■	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
9 GAS SHUT OFF VALVE	■	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
10 HANDWASHING FACILITIES -MAXIMUM TEMPERATURE 110°F	<input type="checkbox"/>	■	<input type="checkbox"/>	<input type="checkbox"/>	0
11 HANDWASHING FACILITIES -METERED FAUCET WITH 20 SECOND RUN TIME	■	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
12 HANDWASHING AND RESTROOM FACILITIES SUPPLIED WITH SOAP, TOWELS/DRYERS, AND TOILET TISSUE	■	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
13 HANDWASHING FACILITIES WHERE REQUIRED	■	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
14 HEALTH ROOM BED/COT/MAT	■	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
15 HEALTH ROOM MEDICINE CABINET -WITH LOCK	■	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
16 HOME ECONOMICS FOOD HANDLING AND STORAGE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	■	0
17 KILN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	■	0
18 LIGHTING AS REQUIRED	■	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
19 MAT/CAN WASH AREA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	■	0
20 MOP/UTILITY SINK	■	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
21 MULTI-USE EQUIPMENT CONSTRUCTED OF NONABSORBENT MATERIALS -CLEAN AND IN GOOD REPAIR	■	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
22 OCCUPANCY MEETS BUILDING CODE	■	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
22 PETS IN DESIGNATED AREAS. PET ENCLUSURES ARE CLEAN AND SANITARY.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	■	0
24 PLAYGROUND EQUIPMENT	<input type="checkbox"/>	■	<input type="checkbox"/>	<input type="checkbox"/>	0
25 PLUMBING FIXTURES IN GOOD REPAIR	■	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
26 RESTROOM LOCATED WITHIN 250FT OF CLASSROOM AND ACCESSIBLE FOR USE AT ALL TIMES	■	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
27 RESTROOM RATIOS PER UNIFORM PLUMBING CODE	■	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
28 SAFETY ZONES MARKED	■	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
29 SHOWERS PER UNIFORM PLUMBING CODE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	■	0
30 STORAGE ROOMS OR AREAS LOCKED- CHEMICAL, JANITORIAL, ELECTRICAL, SUPPLY, OR BOILER ROOM	■	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
31 STUDENT STORE/SNACK STAND	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	■	0
32 VOCATIONAL AREA FREE OF HAZARDS	■	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0

TEMPERATURE OBSERVATIONS

No Temperature Observations

Attachment 9 - Facility Code Compliance



VIOLATIONS, OBSERVATIONS AND CORRECTIVE ACTIONS

Item No	Observations & Corrective Actions
10	VIOLATION: HOT WATER AT HANDSINKS IN ART ROOM REACH APPROXIMATELY 141F. GIRLS RESTROOM NEAR 300 ROOMS HAVE HOT WATER ONLY REACHING APPROXIMATELY 85F. CORRECTIVE ACTION: REPAIR SO HOT WATER IS BETWEEN 90-110F AT ALL TIMES.
24	NOTE: CONSTRUCTION OF PLAYGROUND NOT COMPLETED AT THE TIME OF THE FINAL INSPECTION. PLAYGROUND IS NOT APPROVED FOR USE UNTIL CONSTRUCTION HAS BEEN COMPLETED AND SNHD INSPECTS AREA.

Overall Inspection Comments:

Project description: PARTIAL FINAL INSPECTION OF SCHOOL PERMIT.

THE FOLLOWING AREAS UNDER THE SCHOOL PERMIT ARE APPROVED:

- 1) CLASSROOMS
- 2) RESTROOMS
- 3) HEALTH ROOM

Permit is PARTIALLY approved with stipulations listed. All corrections must be made within 10 days unless noted otherwise.

NOTE: CONSTRUCTION OF THE PLAYGROUND, MULTIPURPOSE ROOM, AND FLEX ROOM WERE NOT COMPLETED AT THE TIME OF THE INSPECTION. THESE AREAS ARE NOT APPROVED FOR USE UNTIL SNHD INSPECTS. A FEE OF \$118 WILL BE ASSESSED FOR SNHD TO SURVEY (WHEN COMPLETED):

- 1) PLAYGROUND
- 2) MULTIPURPOSE ROOM
- 3) FLEX ROOM

CONTACT MIKI SAKAMURA-LOW TO SCHEDULE INSPECTION OF AFORMENTIONED ROOMS AT: SAKAMURA@SNHD.ORG

INVOICE WITH DIRECTIONS ON HOW TO PAY ONLINE WILL BE SENT IN A SEPARATE EMAIL.



NOTE: ADDRESS OF FACILITY IS 498 S. BOULDER HIGHWAY, NOT 598 S. BOULDER HIGHWAY. AN ESTABLISHMENT FILE UPDATE FORM MUST BE COMPLETED AND SENT TO: FOODREV@SNHD.ORG FOR ADDRESS CHANGE.

EHS TRAINEE VERONICA CUMMINS present during inspection.

Food establishment regulations (2010) and educational materials available at www.SouthernNevadaHealthDistrict.org/ferl

Inspector Name: Marissa Stanley

Signature Note:

Received by (signature)	Received by (printed)	EHS (signature)
	JAMIE DRAGOVICH SUPERINTENDENT	 Marissa Stanley

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SOUTHERN NEVADA HEALTH DISTRICT
LAS VEGAS, NEVADA

HEALTH PERMIT

THIS CERTIFIES THAT THE ESTABLISHMENT LOCATED AT THE ADDRESS SHOWN BELOW AND OWNED AND/OR OPERATED BY ENTITY INDICATED HAS BEEN FOUND TO BE OPERATING IN CONFORMITY WITH THE HEALTH LAWS AND REGULATIONS PROMULGATED BY THE NEVADA DIVISION OF ENVIRONMENTAL PROTECTION AND THE SOUTHERN NEVADA DISTRICT BOARD OF HEALTH. THIS CERTIFICATE GRANTS THE APPLICANT APPROVAL TO OPERATE THE TYPE OF ESTABLISHMENT INDICATED, BUT IS REVOCABLE AT ANY TIME BY THE SOUTHERN NEVADA HEALTH DISTRICT OFFICER FOR FAILURE ON PART OF THE PERMITTEE TO MEET STATE AND DISTRICT HEALTH LAWS AND REGULATIONS.

OWNED AND OPERATED BY **HENDERSON CHARTER PROPERTIES LLC**

BUSINESS | ADDRESS

SIGNATURE PREPARATORY CHARTER MIDDLE SCHOOL KITCHEN
598 S BOULDER HWY
Henderson, NV 89015

TYPE OF ESTABLISHMENT

MIDDLE SCHOOL KITCHENS

PERMIT IS NOT
TRANSFERABLE

DATE GRANTED | EXPIRES

07/01/2019 | 06/30/2020

PERMIT NUMBER

PR0131668

FEE PAID

ENVIRONMENTAL
HEALTH SPECIALIST

JOSEPH ISER, M.D. | Chief Health Officer

Susan Lane

AREA

HENDERSON

All changes to your business must be submitted in writing to the Southern Nevada Health District.

SIGNATURE PREPARATORY CHARTER SCHOOL
3115 E LION LN
Salt Lake City UT 84102-1



SOUTHERN NEVADA HEALTH DISTRICT

Page 1 of 1

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CURRENT ACTION	EHS	SERVICE	DATE	TIME IN	TIME OUT	TRAVEL MIN	RESULT	SEWER	WATER	FUTURE ACTION	ACTION	DATE
	EE7000744	926	9/10/2019	12:50PM	1:30PM	30	33	M	M		47	
SPECIAL NOTES:												
In = In compliance OUT = Not In compliance COS = Corrected on-site during inspection N/O = Not observed N/A = Not applicable R = Repeat violation												
0												

TEMPERATURE OBSERVATIONS

No Temperature Observations



VIOLATIONS, OBSERVATIONS AND CORRECTIVE ACTIONS

Item No	Observations & Corrective Actions
Overall Inspection Comments: Construction survey. Playground surfacing, equipment and installed and approved for operation. Complete construction of gymnasium and call to schedule school final.	

Food establishment regulations (2010) and educational materials available at www.SouthernNevadaHealthDistrict.org/ferl

Inspector Name: Larry Law

Signature Note: JamieD@BuildWithDCBG.com

Received by (signature)	Received by (printed)	EHS (signature)
	Jamie Dragovich Owner Rep	 Larry Law

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Attachment 9 - Facility Code Compliance



SOUTHERN NEVADA HEALTH DISTRICT

Page 1 of 1

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Attachment 9 - Facility Code Compliance

Signature Preparatory Budget Narrative-attachment 10

Per-Pupil Revenue

The current per-pupil revenue is \$7,297. The DSA sponsorship fee amounts to 1.5% or \$109.46 per student leaving the net per-pupil revenue at \$7,187.84.

Anticipated Funding Sources

Federal Programs Signature Preparatory anticipates funding sources from Federal Programs Title

1), Fundraising, and Grants as referenced in the attached financial plan.

Anticipated Expenditures

Personnel

Costs for personnel were estimated utilizing the staffing plan included in the application. The staffing plan was developed to ensure adequate staffing given the estimated student enrollment. Signature Preparatory will maintain a student to teacher ratio of 1:22 in kindergarten and 1:30 in all grades thereafter.

The salary ranges for Administrators and teachers was established by comparing published Clark County School District salary scales, talking to current teachers in Nevada, and reviewing the numbers submitted by other charter schools which have received approval to open during the same school year as the Signature Preparatory.

Benefits

Health care benefit rates were determined by utilizing current EMO medical coverage rates and participation percentages.

The FICA rate was determined by subtracting the Social Security rate from the published FICA rates for the State of Nevada. Pursuant to information received during the research process, schools are not required to pay Social Security since their teachers participate in NVPERS.

The state retirement rates were determined utilizing information obtained from the Nevada PERS website, discussions with current Charter School Operators, and a comparison of available charter school applications.

Professional Development

Learn. Lead. Change the World!

Signature Preparatory is committed to providing comprehensive professional development both before and during the school year. Signature Preparatory will utilize school leadership, third-party providers, and EMO personnel to complete much of staff training. Training for some curricular programs is provided free of charge by the publisher based on the size of the order.

Recruitment Marketing

Signature Preparatory has allocated \$54,000 for student recruitment and marketing. This figure represents the cost of maintaining the school's website, printing fliers, sending email campaigns, conducting community events, and completing social media campaigns.

Curriculum

The cost of new curriculum for the school was established by determining the quantity of materials required for each grade level, based on anticipated enrollment, and then multiplying the quantity by the estimated cost of each product. Signature Preparatory has established relationships with the chosen curriculum vendors and is able to estimate pricing based on previous curriculum costs and published per-unit pricing.

Library Books

Signature Preparatory will not operate a central library. The cost of classroom libraries aligned with the Core Knowledge sequence has been included in the curriculum budget.

Food Services

The majority of food service costs will be covered by revenues generated from selling lunches to students and staff. The \$20,000 figure listed here represents the anticipated cost of free lunches the school will provide to high-need families. Free lunches will be \$1 or less to ensure minimal financial impact on the school while also ensuring each student receives nutrition. This is not reflected in our budget before

Office Supplies

Signature Preparatory current spends \$85,414 in general office supplies. We anticipate that number growing along with our enrollment year after year. Office supplies include paper, pens, pencils, staples, post-its, tape, and various other office materials required to maintain an operational office.

Assessment Costs

Signature Preparatory has allocated \$30,000 to assessment software and materials each year. This figure represents \$10,060 per student for Galileo, \$6,000 for DIBELS, \$10,000 for the ASPIRE assessments, and the remainder for CogAT and other smaller assessments. These numbers were derived using quotes and estimates from provider websites and is covered within the "Instruction" line-item.

Contracted SPED

Signature Preparatory seeks to meet the needs of all students. Since the exact needs of Special Education student cannot be determined until they are enrolled, this number is purposely estimated on the high side to ensure adequate resources are available to provide related services to our special education population.

Remaining General Operating Expenses

The remainder of general operating expenses were estimated using data from existing schools and best faith estimates.

Lease/Bond Payment

The main purpose for this charter amendment is to explain the need for Signature Preparatory to bond out their facilities. The current scheduled annual lease payment is \$1,622,411. This expense will be significantly reduced all owing more dollars to be used in the classroom. The anticipated annual bond payment amount will be approximately \$1,145,000. Saving the school an approxmiate amount of \$477,411 annually.

Contingency Plan

In the event the tax exempt bond application fails, Signature Preparatory will continue to follow the current lease schedule.

Signature Preparatory

20-21

21-22

22-23

23-24

24-25

Student Enrollment						
Kinder	171	170	170	170	170	170
1st Grade	143	145	145	145	145	145
2nd Grade	88	140	140	140	140	140
3rd Grade	83	88	88	88	88	88
4th Grade	89	90	90	90	90	90
5th Grade	90	90	90	90	90	90
6th Grade	89	90	90	90	90	90
7th Grade	29	25	25	25	25	25
8th Grade	27	32	32	32	32	32
Total Students (FTE's)	809	870	870	870	870	870
Staffing						
Instruction						
Classroom Teachers	30	33	33	33	33	33
SPED Teachers	4	4	4	4	4	4
Art Teacher	1	1	1	1	1	1
Music Teachers	1	1	1	1	1	1
P.E. Teacher	2	2	2	2	2	2
Other Teachers	1	1	1	1	1	1
Tech Teachers	1	1	1	1	1	1
Total Teaching Staff	40	43	43	43	43	43
Admin & Support						
Principal	1	1	1	1	1	1
Assistant Principal	1	1	1	1	1	1
Office Manager	1	1	1	1	1	1
Dean of Students	1	2	2	2	2	2
Registrar	1	1	1	1	1	1
School nurse	1	1	1	1	1	1
ELL Coordinator	1	1	1	1	1	1
Teacher Assistants	4	4	4	4	4	4
Food Service Worker	2	2	2	2	2	2
Custodian/Maintenance	2	2	2	2	2	2
SPED Assistants	4	4	4	4	4	4
Total Admin & Support	19	20	20	20	20	20

Budget					
Revenue					
DSA	5,903,514	6,348,649	6,348,649	6,348,649	6,348,649
Federal Programs (NSLP - Title I)	1,067,845	1,080,850	1,080,850	1,080,850	1,080,850
Fundraising	25,000	25,000	25,000	25,000	25,000
Grants	150,000	50,000	50,000	50,000	50,000
Other	11,170	15,000	15,000	15,000	15,000
Total Revenue	7,157,529	7,519,499	7,519,499	7,519,499	7,519,499
Expense					
Salaries					
Admin & Support	593,113	698,351	698,351	698,351	698,351
Instruction	2,079,691	2,349,000	2,349,000	2,349,000	2,349,000
Benefits & Taxes					
Admin & Support	284,187.80	380,919	380,919	380,919	380,919
Instruction	994,657.31	1,587,162	1,587,162	1,587,162	1,587,162
Total Personnel Costs	3,951,649	5,015,433	5,015,433	5,015,433	5,015,433
Purchased Services					
Management fee	617,244	663,785	663,785	663,785	663,785
Audit Services	22,000	23,659	23,659	23,659	23,659
SPED Services	202,873	218,170	218,170	218,170	218,170
Facilities					
Maintenace	45,000	48,393	48,393	48,393	48,393
Public Utilities	102,000	109,691	109,691	109,691	109,691
General Operations					
Insurance	55,000	55,000	55,000	55,000	55,000
Communications	47,000	50,544	50,544	50,544	50,544
Marketing	54,000	58,072	58,072	58,072	58,072
Copier/Printing	28,000	30,111	30,111	30,111	30,111
Supplies					
General Supplies	85,414	91,854	91,854	91,854	91,854
Texbooks	135,000	145,179	145,179	145,179	145,179
Instructional Aids	60,864	65,453	65,453	65,453	65,453
Book & Other Instructions	85,414	91,854	91,854	91,854	91,854
Miscellaneous	15,130	16,271	16,271	16,271	16,271

Total Expense before Building	5,506,588
Scheduled Lease Payment	1,622,411
Estimated Bond Payment	
Total Expenses	7,128,999
Surplus (Revenues-Total Expenses-Lease-Bond)	28,530

6,683,470
1,145,000
6,683,470
836,029

6,683,470
1,145,000
6,683,470
836,029

6,683,470
1,145,000
6,683,470
836,029

6,683,470
1,145,000
6,683,470
836,029

Charter School Name		Name of Campus (if more than one)		Year Opened	Year EMO Began Mgmt	City	State
Signature Preparatory				2019	2019	Henderson	NV

School Contact Info				
Contact Name	Contact Title	Contact Email	Contact Phone	

Dr. Carey Roybal-Benson	Principal	carey@signatureprep.org	702-224-2809	
Gabe Shirey	Executive Director	gabe@signatureprep.org	702-493-5661	

Authorizer Contact Information		
Authorizing Organization	Contact Name	Contact Title
Nevada State Public Charter School Authority	Rebecca Feiden	Executive Director

Contact Email	Contact Phone
rebecca.feiden@spcsa.nv.gov	702-486-0841

STATE TEST & COLLEGE ENTRANCE EXAM DATA

- Only fill in the yellow cells (all other cells are locked)
- Please check the calculated values below and make sure they correspond with internal records
- Discrepancies between publicly available data and reported data must be thoroughly explained on next tab

Entity Description Data						
State	Entity ID	School ID	School	Level	Comparison Entity	Assessment Year
NV				Elementary	Charter	2019-20
NV		105101	Signature Preparatory	Middle	Charter	2019-20
						Test Name
						N/A



School/Campus			Student Demographic Information				
Statewide Accountability Rating	Grades Served	Grades Tested	Total # Students Enrolled	Total # FRL	Total # ELL	Total # SPED	Total # Black Students
	K-5	N/A	577	388	61	88	116
	6-8	N/A					
N/A							
N/A							



		Math								
Total # Hispanic Students	Total # Native American Students	# students tested	# students Far Below Basic	# students Below Basic	# students Basic	# students Proficient	# students Advanced	# students no score	# students tested	
			N/A	N/A	N/A	N/A	N/A	N/A	N/A	
		238	5	N/A	N/A	N/A	N/A	N/A	N/A	N/A



Reading/Language Arts							Science				
# students Far Below Basic	# students Below Basic	# students Basic	# students Proficient	# students Advanced	# students no score	# students tested	# students Far Below Basic	# students Below Basic	# students Basic	# students Proficient	# students Advanced
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A



#	
students	
no score	
N/A	N/A
N/A	N/A

HER INFORMATION

in the yellow cells with any additional notes necessary to explain the data

Please use this space to include any additional information you would like SPCSA to know about the data you are submitting.

INDEPENDENT AUDIT DATA

-Supply the requested data from each independent audit performed for the organization or a school in the state

Please check the calculated values below and make sure they correspond with internal records

Discrepancies between published data and reported data must be thoroughly explained on next tab

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Please check the calculated values below and make sure they correspond with internal records

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[illegible]

the past four years

Fiscal Year	Cash	Total Current Assets	Non Current Assets	Total Assets
2020	\$ 721,849	\$ 1,752,439	\$ 22,565,354	\$ 24,317,793
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -



Independent Audit Data

Current Liabilities	Non Current Liabilities	Total Liabilities	Net Assets	Funding
\$ 1,696,425	\$ 23,022,554	\$ 24,718,979	\$ (401,186)	\$ 5,360,852



Expenditures			Change in Net Assets	Current Ratio	Unrestricted Days Cash	Debt to Asset Ratio	Surplus Margin	Cash Flow
\$	5,445,019		\$ (84,167)	1.03	48.39	1.02	(0.02)	\$ 721,849
			\$ -	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -
			\$ -	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -
			\$ -	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -
			\$ -	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -
			\$ -	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -
			\$ -	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -
			\$ -	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -
			\$ -	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -

Net Position (Beginning of Year)	Net Position (End of Year)
\$ (317,019)	\$ (401,186)
	\$ (317,019)
\$ -	\$ -

HER INFORMATION

in the yellow cells with any additional notes necessary to explain the data

Please use this space to include any additional information you would like SPCSA to know about the data you are submitting.

Table 1: 5-Year Facility Expense @ 5% Fixed Rate

Signature Preparatory Facility Expense - Current Lease					
	2020-21	2021-22	2022-23	2023-24	
Scheduled/Anticipated Lease Payments	\$ 1,622,411	\$ 1,654,859	\$ 1,687,956	\$ 1,721,716	
Facility and School Insurances	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000	
Public Utilities	\$ 102,000	\$ 102,000	\$ 102,000	\$ 102,000	
Maintenance Expense	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	
Total	\$ 1,824,411	\$ 1,856,859	\$ 1,889,956	\$ 1,923,716	
Signature Preparatory Facility Expense - Bond Finance @ 5% Rate					
	2020-21	2021-22	2022-23	2023-24	
Scheduled/Anticipated Lease Payments	\$ 1,145,000	\$ 1,145,000	\$ 1,145,000	\$ 1,145,000	
Facility and School Insurances	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000	
Public Utilities	\$ 102,000	\$ 102,000	\$ 102,000	\$ 102,000	
Maintenance Expense	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	
Total	\$ 1,347,000	\$ 1,347,000	\$ 1,347,000	\$ 1,347,000	

ESTIMATED 5 YR SAVINGS

Table 1: 5-Year Facility Expense @ 5.5%, 2 Yr Interest Only, 33 Yr Fixed Rate

Signature Preparatory Facility Expense - Current Lease					
	2020-21	2021-22	2022-23	2023-24	
Scheduled/Anticipated Lease Payments	\$1,622,411	\$1,654,859	\$1,687,956	\$1,721,716	
Facility and School Insurances	55,000	55,000	55,000	55,000	
Public Utilities	102,000	102,000	102,000	102,000	
Maintenance Expense	45,000	45,000	45,000	45,000	
Total	\$1,824,411	\$1,856,859	\$1,889,956	\$1,923,716	
Signature Preparatory Facility Expense - Bond Finance @ 5% Rate					
	2020-21	2021-22	2022-23	2023-24	
Scheduled/Anticipated Lease Payments	\$1,259,500	\$1,259,500	\$1,259,500	\$1,259,500	
Facility and School Insurances	55,000	55,000	55,000	55,000	
Public Utilities	102,000	102,000	102,000	102,000	

Maintenance Expense	45,000	45,000	45,000	45,000
Total	\$1,461,500	\$1,461,500	\$1,461,500	\$1,461,500

ESTIMATED 5 YR SAVINGS

Table 1: 5-Year Facility Expense @ 6% Fixed Rate

Signature Preparatory Facility Expense - Current Lease				
	2020-21	2021-22	2022-23	2023-24
Scheduled/Anticipated Lease Payments	\$ 1,622,411	\$ 1,654,859	\$ 1,687,956	\$ 1,721,716
Facility and School Insurances	\$ 55,000.00	\$ 55,000.00	\$ 55,000.00	\$ 55,000.00
Public Utilities	\$ 102,000.00	\$ 102,000.00	\$ 102,000.00	\$ 102,000.00
Maintenance Expense	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00
Total	\$ 1,824,411.04	\$ 1,856,859.28	\$ 1,889,956.48	\$ 1,923,715.60

Signature Preparatory Facility Expense - Bond Finance @ 6% Rate				
	2020-21	2021-22	2022-23	2023-24
Scheduled/Anticipated Lease Payments	\$ 1,374,000.00	\$ 1,374,000.00	\$ 1,374,000.00	\$ 1,374,000.00
Facility and School Insurances	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000
Public Utilities	\$ 102,000	\$ 102,000	\$ 102,000	\$ 102,000
Maintenance Expense	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000
Total	\$ 1,576,000.00	\$ 1,576,000.00	\$ 1,576,000.00	\$ 1,576,000.00

ESTIMATED 5 YR SAVINGS

2024-25
\$ 1,756,150
\$ 55,000
\$ 102,000
\$ 45,000
\$ 1,958,150
2024-25
\$ 1,145,000
\$ 55,000
\$ 102,000
\$ 45,000
\$ 1,347,000

\$2,718,092

2024-25
\$1,756,150
55,000
102,000
45,000
\$1,958,150
2024-25
\$1,259,500
55,000
102,000

45,000
\$1,461,500

\$2,145,592

2024-25
\$ 1,756,150
\$ 55,000.00
\$ 102,000.00
\$ 45,000.00
\$ 1,958,149.96

2024-25
\$ 1,374,000.00
\$ 55,000
\$ 102,000
\$ 45,000
\$ 1,576,000.00

\$1,573,092

	Original Date	Original Amount	Present Balance	Interest Rate	Monthly Payment	Maturity
	7/1/2021	22,900,000		5.00%	\$ 120,500.00	6/30

	DATE	BEG	INT	PRINC	PYMT	END
1	2022	22,900,000	1,145,000	-	1,145,000	22,900,000
2	2023	22,900,000	1,145,000	301,000	1,145,000	22,599,000
3	2024	22,599,000	1,129,950	316,050	1,145,000	22,282,950
4	2025	22,282,950	1,114,148	331,853	1,145,000	21,951,098
5	2026	21,951,098	1,097,555	348,445	1,145,000	21,602,652
6	2027	21,602,652	1,080,133	365,867	1,145,000	21,236,785
7	2028	21,236,785	1,061,839	384,161	1,145,000	20,852,624
8	2029	20,852,624	1,042,631	403,369	1,145,000	20,449,255
9	2030	20,449,255	1,022,463	423,537	1,145,000	20,025,718
10	2031	20,025,718	1,001,286	444,714	1,145,000	19,581,004
11	2032	19,581,004	979,050	466,950	1,145,000	19,114,054
12	2033	19,114,054	955,703	490,297	1,145,000	18,623,757
13	2034	18,623,757	931,188	514,812	1,145,000	18,108,945
14	2035	18,108,945	905,447	540,553	1,145,000	17,568,392
15	2036	17,568,392	878,420	567,580	1,145,000	17,000,812
16	2037	17,000,812	850,041	595,959	1,145,000	16,404,852
17	2038	16,404,852	820,243	625,757	1,145,000	15,779,095
18	2039	15,779,095	788,955	657,045	1,145,000	15,122,050
19	2040	15,122,050	756,102	689,898	1,145,000	14,432,152
20	2041	14,432,152	721,608	724,392	1,145,000	13,707,760
21	2042	13,707,760	685,388	760,612	1,145,000	12,947,148
22	2043	12,947,148	647,357	798,643	1,145,000	12,148,505
23	2044	12,148,505	607,425	838,575	1,145,000	11,309,930
24	2045	11,309,930	565,497	880,503	1,145,000	10,429,427
25	2046	10,429,427	521,471	924,529	1,145,000	9,504,898
26	2047	9,504,898	475,245	970,755	1,145,000	8,534,143
27	2048	8,534,143	426,707	1,019,293	1,145,000	7,514,850
28	2049	7,514,850	375,743	1,070,257	1,145,000	6,444,593
29	2050	6,444,593	322,230	1,123,770	1,145,000	5,320,823
30	2051	5,320,823	266,041	1,179,959	1,145,000	4,140,864
31	2052	4,140,864	207,043	1,238,957	1,145,000	2,901,907
32	2053	2,901,907	145,095	1,300,905	1,145,000	1,601,002
33	2054	1,601,002	80,050	1,601,002	1,145,000	

Attachment 13 - Expense Comparison

Date	Annualized	Depreciation
1/1/2051	\$1,446,000.00	33

0,000	693,939.39
9,000	693,939.39
2,950	693,939.39
1,098	693,939.39
2,652	693,939.39
6,785	693,939.39
2,624	693,939.39
9,255	693,939.39
5,718	693,939.39
1,004	693,939.39
4,054	693,939.39
3,757	693,939.39
8,945	693,939.39
8,392	693,939.39
0,812	693,939.39
4,852	693,939.39
9,095	693,939.39
2,050	693,939.39
2,152	693,939.39
7,760	693,939.39
7,148	693,939.39
8,505	693,939.39
9,930	693,939.39
9,427	693,939.39
4,898	693,939.39
4,143	693,939.39
4,850	693,939.39
4,593	693,939.39
0,823	693,939.39
0,864	693,939.39
1,907	693,939.39
1,002	693,939.39
0	693,939.39

Attachment 13 - Expense Comparison

	Original Date	Original Amount	Present Balance	Interest Rate	Monthly Payment
	7/1/2021	22,900,000		5.50%	\$ 128,000.

	DATE	BEG	INT	PRINC	PYMT
1	2022	22,900,000	1,259,500	-	1,259,5
2	2023	22,900,000	1,259,500	276,500	1,259,5
3	2024	22,623,500	1,244,293	291,708	1,259,5
4	2025	22,331,793	1,228,249	307,751	1,259,5
5	2026	22,024,041	1,211,322	324,678	1,259,5
6	2027	21,699,363	1,193,465	342,535	1,259,5
7	2028	21,356,828	1,174,626	361,374	1,259,5
8	2029	20,995,454	1,154,750	381,250	1,259,5
9	2030	20,614,204	1,133,781	402,219	1,259,5
10	2031	20,211,985	1,111,659	424,341	1,259,5
11	2032	19,787,644	1,088,320	447,680	1,259,5
12	2033	19,339,965	1,063,698	472,302	1,259,5
13	2034	18,867,663	1,037,721	498,279	1,259,5
14	2035	18,369,384	1,010,316	525,684	1,259,5
15	2036	17,843,700	981,404	554,596	1,259,5
16	2037	17,289,104	950,901	585,099	1,259,5
17	2038	16,704,005	918,720	617,280	1,259,5
18	2039	16,086,725	884,770	651,230	1,259,5
19	2040	15,435,495	848,952	687,048	1,259,5
20	2041	14,748,447	811,165	724,835	1,259,5
21	2042	14,023,611	771,299	764,701	1,259,5
22	2043	13,258,910	729,240	806,760	1,259,5
23	2044	12,452,150	684,868	851,132	1,259,5
24	2045	11,601,018	638,056	897,944	1,259,5
25	2046	10,703,074	588,669	947,331	1,259,5
26	2047	9,755,743	536,566	999,434	1,259,5
27	2048	8,756,309	481,597	1,054,403	1,259,5
28	2049	7,701,906	423,605	1,112,395	1,259,5
29	2050	6,589,511	362,423	1,173,577	1,259,5
30	2051	5,415,934	297,876	1,238,124	1,259,5
31	2052	4,177,811	229,780	1,306,220	1,259,5
32	2053	2,871,590	157,937	1,378,063	1,259,5
33	2054	1,493,528	82,144	1,493,528	1,259,5

Attachment 13 - Expense Comparison

	Maturity Date	Annualized	Depreciation
.00	6/30/2051	\$1,536,000.00	33

	END	
500	22,900,000	693,939.39
500	22,623,500	693,939.39
500	22,331,793	693,939.39
500	22,024,041	693,939.39
500	21,699,363	693,939.39
500	21,356,828	693,939.39
500	20,995,454	693,939.39
500	20,614,204	693,939.39
500	20,211,985	693,939.39
500	19,787,644	693,939.39
500	19,339,965	693,939.39
500	18,867,663	693,939.39
500	18,369,384	693,939.39
500	17,843,700	693,939.39
500	17,289,104	693,939.39
500	16,704,005	693,939.39
500	16,086,725	693,939.39
500	15,435,495	693,939.39
500	14,748,447	693,939.39
500	14,023,611	693,939.39
500	13,258,910	693,939.39
500	12,452,150	693,939.39
500	11,601,018	693,939.39
500	10,703,074	693,939.39
500	9,755,743	693,939.39
500	8,756,309	693,939.39
500	7,701,906	693,939.39
500	6,589,511	693,939.39
500	5,415,934	693,939.39
500	4,177,811	693,939.39
500	2,871,590	693,939.39
500	1,493,528	693,939.39
500	(0)	693,939.39

Attachment 13 - Expense Comparison

	Original Date	Original Amount	Present Balance	Interest Rate	Monthly Payment
	7/1/2021	22,900,000		6.00%	\$ 135,495.00

	DATE	BEG	INT	PRINC	PYMT
1	2022	22,900,000	1,374,000	-	1,374,000
2	2023	22,900,000	1,374,000	251,940	1,374,000
3	2024	22,648,060	1,358,884	267,056	1,374,000
4	2025	22,381,004	1,342,860	283,080	1,374,000
5	2026	22,097,924	1,325,875	300,065	1,374,000
6	2027	21,797,859	1,307,872	318,068	1,374,000
7	2028	21,479,791	1,288,787	337,153	1,374,000
8	2029	21,142,638	1,268,558	357,382	1,374,000
9	2030	20,785,257	1,247,115	378,825	1,374,000
10	2031	20,406,432	1,224,386	401,554	1,374,000
11	2032	20,004,878	1,200,293	425,647	1,374,000
12	2033	19,579,231	1,174,754	451,186	1,374,000
13	2034	19,128,044	1,147,683	478,257	1,374,000
14	2035	18,649,787	1,118,987	506,953	1,374,000
15	2036	18,142,834	1,088,570	537,370	1,374,000
16	2037	17,605,464	1,056,328	569,612	1,374,000
17	2038	17,035,852	1,022,151	603,789	1,374,000
18	2039	16,432,063	985,924	640,016	1,374,000
19	2040	15,792,047	947,523	678,417	1,374,000
20	2041	15,113,630	906,818	719,122	1,374,000
21	2042	14,394,508	863,670	762,270	1,374,000
22	2043	13,632,238	817,934	808,006	1,374,000
23	2044	12,824,232	769,454	856,486	1,374,000
24	2045	11,967,746	718,065	907,875	1,374,000
25	2046	11,059,871	663,592	962,348	1,374,000
26	2047	10,097,523	605,851	1,020,089	1,374,000
27	2048	9,077,435	544,646	1,081,294	1,374,000
28	2049	7,996,141	479,768	1,146,172	1,374,000
29	2050	6,849,969	410,998	1,214,942	1,374,000
30	2051	5,635,028	338,102	1,287,838	1,374,000
31	2052	4,347,189	260,831	1,365,109	1,374,000
32	2053	2,982,081	178,925	1,447,015	1,374,000
33	2054	1,535,065	92,104	1,535,065	1,374,000

Attachment 13 - Expense Comparison

	Maturity Date	Annualized		Depreciation
0	6/30/2051	\$1,625,940.00		33

	END	
0	22,900,000	693,939.39
0	22,648,060	693,939.39
0	22,381,004	693,939.39
0	22,097,924	693,939.39
0	21,797,859	693,939.39
0	21,479,791	693,939.39
0	21,142,638	693,939.39
0	20,785,257	693,939.39
0	20,406,432	693,939.39
0	20,004,878	693,939.39
0	19,579,231	693,939.39
0	19,128,044	693,939.39
0	18,649,787	693,939.39
0	18,142,834	693,939.39
0	17,605,464	693,939.39
0	17,035,852	693,939.39
0	16,432,063	693,939.39
0	15,792,047	693,939.39
0	15,113,630	693,939.39
0	14,394,508	693,939.39
0	13,632,238	693,939.39
0	12,824,232	693,939.39
0	11,967,746	693,939.39
0	11,059,871	693,939.39
0	10,097,523	693,939.39
0	9,077,435	693,939.39
0	7,996,141	693,939.39
0	6,849,969	693,939.39
0	5,635,028	693,939.39
0	4,347,189	693,939.39
0	2,982,081	693,939.39
0	1,535,065	693,939.39
0	0	693,939.39

Attachment 13 - Expense Comparison